

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 11-660

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING THE RENEWAL WITH ARAMARK UNIFORM SERVICES, INC. TO PROVIDE RENTAL UNIFORMS TO THE CITY OF MARGATE BASED ON THE TERMS AND CONDITIONS OF THE AGREEMENT AS AMENDED ATTACHED.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City hereby approved the renewal agreement with Aramark Uniform Services, Inc to provide rental uniforms to the City of Margate based on the terms and conditions as amended.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute a contract or the Administration is authorized to issue a purchase order;

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 21ST DAY OF APRIL, 2010.

ATTEST:

Leslie Wallace May
LESLIE WALLACE MAY
CITY CLERK

Joseph Varsallone
JOSEPH VARSALLONE
MAYOR

Service To:
 Name **City of Margate**
CONTRACT NO.
CUSTOMER NO. 12289000
PAGE NO.
ORIGINAL
Bill To:
 Name

Address **5790 Margate Blvd**
Address
Address
Address
City **Margate**
ST **FL** **Zip Code** **33063**
City
ST
ZipCode

NO. OF EMPLOYEES	UNIFORMS AND APPAREL	CHANGES (per week)	CHARGE (employee per week)	REPLACEMENT CHARGE
	Arasoft Work Shirt	4	1.75	14.00
	Arasoft Work Pant	4	1.75	16.00
	Team Casual Polo Shirt	4	1.90	20.00
	Team Casual Pleated Pant	4	1.90	20.00
	Cotton Work Shirt	4	2.20	16.00
	Cotton Work Pant	4	2.20	18.00
	Executive Oxford Shirt	4	1.90	20.00
	Executive Pant	4	1.90	20.00
	Max 3% Annual Price Increase			

 ARAMARK UNIFORM SERVICES (AUS) WILL PROVIDE A UNIFORM AND APPAREL RENTAL PROGRAM TO **CITY OF MARGATE** (CUSTOMER) AND CUSTOMER AGREES TO PAY FOR ALL OF CUSTOMER'S REQUIREMENTS FOR UNIFORMS AND APPAREL ACCORDING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND THE RELATED CUSTOMER INFORMATION SHEET, INCLUDING INCREASES OR ADDITIONS IN UNIFORMS AND APPAREL. ALL SUCH UNIFORMS AND APPAREL WILL REMAIN THE PROPERTY OF AUS.

THIS AGREEMENT IS EFFECTIVE ON THE DATE OF THE LAST SIGNATURE PROVIDED FOR BELOW, AND WILL CONTINUE FOR 60 CONSECUTIVE MONTHS FOLLOWING THE LATER OF SUCH DATE BELOW OR THE DATE UNIFORMS AND APPAREL ARE FIRST INSTALLED ON CUSTOMER'S PREMISES. RENEWAL WILL BE AUTOMATIC FOR ANOTHER LIKE TERM UNLESS EITHER PARTY GIVES THE OTHER PARTY WRITTEN NOTICE OF TERMINATION AT LEAST 60 DAYS BEFORE THE END OF THE THEN CURRENT TERM BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED.

AUS WILL PROVIDE REGULARLY SCHEDULED DELIVERIES OF UNIFORMS AND APPAREL, FRESHLY PROCESSED, REPAIRED AND FINISHED, AND WILL REPLACE UNIFORMS AND APPAREL WORN OUT THROUGH NORMAL WEAR AT NO ADDITIONAL CHARGE. UNIFORMS AND APPAREL THAT ARE LOST OR DAMAGED (EXCEPT THROUGH NORMAL WEAR) WILL BE PROMPTLY PAID FOR BY CUSTOMER AT THE THEN CURRENT REPLACEMENT CHARGE. CUSTOMER MAY REDUCE STANDARD UNIFORMS AND APPAREL AND SERVICES TO ACCOMMODATE NORMAL TURNOVER OF EMPLOYEES IN THE ORDINARY COURSE OF CUSTOMER'S BUSINESS. CUSTOMER MUST NOTIFY AUS OF AN EMPLOYEE'S TERMINATION AND MUST IMMEDIATELY RETURN UNIFORMS AND APPAREL ISSUED TO THAT EMPLOYEE.

UPON EACH ANNIVERSARY DATE OF THIS AGREEMENT, AUS MAY INCREASE THE ABOVE CHARGES THEN IN EFFECT EITHER BY AN AMOUNT UP TO THE PERCENTAGE CHANGE IN THE CONSUMER PRICE INDEX OVER THE PREVIOUS 12 MONTHS OR 5%, WHICHEVER IS GREATER. AUS WILL NOTIFY CUSTOMER IN WRITING (WHICH MAY BE BY INVOICE) OF SUCH INCREASES. CUSTOMER AGREES THAT IF ITS WEEKLY RENTAL VOLUME IS LESS THAN \$25 PER WEEK, IT WILL BE SUBJECT TO A MINIMUM INVOICE CHARGE OF \$25.

PERFORMANCE GUARANTY: CUSTOMER MAY TERMINATE THIS AGREEMENT FOR DEFICIENCIES IN SERVICE BY INFORMING AUS IN WRITING OF THE PRECISE NATURE OF THE SERVICE DEFICIENCIES, ALLOWING AUS AT LEAST 30 DAYS TO CORRECT OR BEGIN TO CORRECT THE DEFICIENCIES, AND GIVING AUS 30 DAYS WRITTEN NOTICE CONTAINING AN EXPLANATION OF THE DEFICIENCIES THAT AUS HAS NOT BEGUN TO CORRECT.

IF CUSTOMER BREACHES THIS AGREEMENT BY EARLY TERMINATION (EXCEPT IN ACCORDANCE WITH THE ABOVE PERFORMANCE GUARANTY), CUSTOMER AGREES TO PAY AUS LIQUIDATED DAMAGES INTENDED AS A GOOD FAITH PRE-ESTIMATE OF THE ACTUAL DAMAGES AUS WOULD INCUR AND NOT AS A PENALTY, EQUAL TO THE GREATER OF 50% OF THE AVERAGE WEEKLY CHARGES DURING THE 3 MONTHS PRIOR TO TERMINATION TIMES THE WEEKS REMAINING IN THE UNEXPIRED TERM, OR THE THEN CURRENT REPLACEMENT CHARGE FOR ALL UNIFORMS, APPAREL AND OTHER INVENTORY.

CUSTOMER AGREES TO PAY ALL LOSS OR DAMAGE CHARGES AND ALL UNPAID STATEMENTS UPON ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE SETTLED BY BINDING ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES, AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF.

UNLESS SPECIFIED IN WRITING IN THIS AGREEMENT, THE UNIFORMS AND APPAREL SUPPLIED UNDER THIS AGREEMENT ARE NOT FLAME RESISTANT OR RESISTANT TO HAZARDOUS SUBSTANCES. THEY CONTAIN NO SPECIAL FLAME RESISTANT OR HAZARDOUS SUBSTANCE RESISTANT FEATURES AND THEY ARE NOT DESIGNED FOR USE IN AREAS WHERE THEY MAY CATCH FIRE OR WHERE CONTACT WITH HAZARDOUS SUBSTANCES IS POSSIBLE. CUSTOMER AGREES TO INDEMNIFY AND HOLD AUS HARMLESS FROM AND AGAINST ANY LOSS, CLAIM, EXPENSE, INCLUDING ATTORNEY'S FEES, OR LIABILITY INCURRED BY AUS AS A RESULT OF THE USE OF SUCH UNIFORMS AND APPAREL IN AREAS WHERE CONTACT WITH FLAME OR HAZARDOUS SUBSTANCES IS POSSIBLE. CUSTOMER WILL IMMEDIATELY NOTIFY AUS OF ANY TOXIC OR HAZARDOUS SUBSTANCE INTRODUCED BY CUSTOMER ONTO THE UNIFORMS OR APPAREL AND AGREES TO BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY EXPERIENCED BY AUS OR ITS EMPLOYEES AS A RESULT OF THE EXISTENCE OF SUCH SUBSTANCES. AUS RESERVES THE RIGHT NOT TO HANDLE OR PROCESS ANY UNIFORMS OR APPAREL SOILED WITH TOXIC OR HAZARDOUS SUBSTANCES.

CUSTOMER CONFIRMS THAT BY SIGNING THIS AGREEMENT, NO EXISTING CONTRACT TO WHICH CUSTOMER IS A PARTY IS, OR WILL BE, BREACHED. THIS AGREEMENT IS NOT BINDING ON AUS UNTIL EXECUTED BY THE GENERAL MANAGER OF THE AUS FACILITY THAT WILL PROVIDE SERVICE TO CUSTOMER.

effective date of contract		
MONTH	DAY	YEAR

ARAMARK UNIFORM SERVICES, INC.

 A DIVISION OF **ARAMARK UNIFORM & CAREER APPAREL, INC.**

 Print **CITY OF MARGATE** (954) 972-6454
 Name of Customer Customer Phone Number

 Print **Seth Baer** AGM
 ARAMARK Representative Name & Title

 By **Mayor Joseph Varsallone** Signature ARAMARK Representative

 Date **5/10/10**
Francis Porcella
 City Manager

Date

Signature - ARAMARK General Manager

Date

ADDENDUM TO ARAMARK SERVICE AGREEMENT

Addendum to the Service Agreement dated, 4/21/10, (hereinafter "AUS Service Agreement"), is entered into 5/10/11 2010, by and between the CITY OF MARGATE ("Customer") and ARAMARK UNIFORM SERVICES, a Delaware Corporation ("AUS")

Customer and AUS agree as follows:

1. AMENDMENTS TO AUS SERVICE AGREEMENT:

The parties agree that the following revisions to AUS Service Agreement shall be incorporated into this Addendum:

a) Paragraph 5 (Performance Guaranty) of the AUS Service Agreement is amended by deleting this provision in its entirety, and replacing with the following:

"Absent a mutual agreement to the contrary for a longer period of time needed to correct a deficiency, Customer may terminate this Agreement for deficiencies in service by informing AUS in writing of the precise nature of the service deficiencies, allowing AUS at least 30 days to correct the deficiencies, and giving AUS 30 days written notice containing an explanation of the deficiencies that AUS has not begun to correct. Customer shall be sole judge of whether deficiency in service has been corrected."

b) Paragraph 8 – Delete entire paragraph.

c) Insert Paragraph:

"This Agreement shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this Agreement shall be determined in Broward County, Florida."

d) Paragraph 9 of the AUS Service Agreement is amended to include the following provision:

"The uniforms are not designed to be used as a fire-resistant garment. Customer agrees that uniforms are not to be used a protection against 'hazardous substances'."

"Indemnification" shall be removed from Paragraph 9 (Florida State Law).

e) Waiver of Jury Trial

City and Contractor (AUS) hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the contract, arising out of, under, or in connection with the construction of the work, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

f) Disputes

Not notwithstanding anything provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the City Manager of the City of Margate, Florida, who shall reduce his decision in writing and furnish a copy thereof to the Contractor (AUS). The decision of the City Manager of City of Margate, Florida and those persons to whom he delegates authority to decide disputes, shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrarily, or grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence.

g) Aramark Uniform Services will provide two (2) weeks of free rental service during the first year of the rental agreement.

h) Aramark Uniform Services agrees to switch out City of Margate employees uniforms for new every eighteen months during the term of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the AUS Service Agreement as of the date first above written.

ARAMARK UNIFORM SERVICES

BY: Scill Bari

Printed Name

Title: ACR

Signature: [Signature]

CITY OF MARGATE

BY: [Signature]

Joseph Varsallone, Mayor

BY: F. Porcella

Francis J. Porcella, City Manager

BY: L. May

Leslie May, City Clerk