

**AGREEMENT
BETWEEN
CITY OF HOLLYWOOD, FLORIDA
AND
RECYCLING PERKS
FOR
RECYCLING INCENTIVE PROGRAM**

This Agreement made and entered into this _____ day of _____, 2016, by and between the CITY OF HOLLYWOOD, FLORIDA, a municipal corporation of the State of Florida (hereinafter "City") and Recycling Perks (hereinafter "Contractor").

WHEREAS, City issued Request for Proposal No. 4503-16-RD (hereinafter the "RFP") for a Recycling Incentive Program; and

WHEREAS, Contractor submitted a proposal in response to the RFP;

WHEREAS, on _____ the City Commission, via resolution R-2016-_____, authorized the execution of this Agreement between the parties; and

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, the proposal submitted by Contractor, and the Blanket Purchase Order (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
INDEMNIFICATION**

The parties hereby agree that the following indemnification provision shall govern this Agreement:

Contractor agrees to indemnify and hold harmless the City, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP. Nothing in this Agreement or under the RFP shall

be construed to affect in any way the City's rights, privileges, and immunities under the doctrine of "sovereign immunity" and as set forth in Section 768.28, Florida Statutes.

ARTICLE III
REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE IV
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE V
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, together with the attachments hereto, sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE VI
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

Sylvia Glazer, Director, Public Works
City of Hollywood
1602 S. Park Road
Hollywood, FL 33021

with a copy to: Jeffrey P. Sheffel, City Attorney
City of Hollywood
2600 Hollywood Boulevard
Suite 407
Hollywood, Florida 33020

and if sent to Contractor, such notices shall be mailed to:

Recycling Perks
2501 Fawn Street #6
Norfolk, VA 23504

ARTICLE VII
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and Contractor.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

CITY OF HOLLYWOOD, FLORIDA, a
municipal corporation of the State of Florida

ATTEST:

By: _____
Peter Bober, Mayor

Patricia A. Cerny, MMC
City Clerk

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the City of
Hollywood, Florida only.

DEPARTMENT OF FINANCIAL
SERVICES

Jeffrey P. Sheffel, City Attorney

Interim Director

RECYCLING PERKS, a Virginia
Corporation
By: _____

Name typed, printed or stamped
Title: _____