

**AGREEMENT TO PIGGYBACK A CONTRACT FOR SERVICES
PROCURED BY ANOTHER GOVERNMENTAL ENTITY**

THIS AGREEMENT (“Agreement”) is made and entered into this ____ day of _____ 2024 by and between the City of LaBelle, hereinafter referred to as the “City”, and Ajax Paving Industries of Florida, LLC, a Florida limited liability company, hereinafter referred to as the “Contractor”, collectively the “Parties”.

WHEREAS, Contractor entered into an agreement dated August 23, 2024 for Water and Wastewater Miscellaneous Construction/Maintenance Services with the Hendry County, Florida (the “Contract”), attached hereto with bid materials and incorporated herein as composite Exhibit “A” to this Agreement; and

WHEREAS, the City of LaBelle, a Florida municipal corporation, has the legal authority pursuant to Section 2-63(d) of the LaBelle Code to “piggyback” onto a contract competitively awarded to another Florida governmental entity when seeking to utilize the same or similar services provided for in said contract; and

WHEREAS, the City desires to “piggyback” onto the above referenced Contract between the Contractor and the City for utilization of the same or similar services for Water and Wastewater Miscellaneous Construction/Maintenance Services (the “Work”) and the Contractor consents to the aforesaid “piggybacking”.

NOW, THEREFORE, having been found to be in the public interest and in consideration of their respective undertakings hereunder, the Parties agree as follows:

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the Hendry County and agrees to perform the services set forth therein for the City in accordance with the terms of said Contract until the Work is completed. Contractor further agrees that for the purposes of interpretation and enforcement of the subject Contract, the term “City of LaBelle” shall be substituted for the term “Hendry County” or “County” throughout the Contract.
2. The City agrees to utilize the services of the Contractor in a manner and upon the terms and conditions as set forth in the Contract until the Work is completed.
3. The Contractor agrees to provide City with all insurance and legal certificates in the name of the City as required by the Contract.
4. Public Records. Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §119.0701, Florida Statutes, and that Contractor must comply with the public records laws of the State of Florida. Contractor shall:
 - a. Keep and maintain public records required by the public agency to perform the service.
 - b. Upon request from the public agency's custodian of public records, the Contractor

shall provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

- c. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
- d. The Contractor shall, upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.
- f. If Contractor does not comply with a public agency's request for records, the public agency shall enforce the contract provisions in accordance with the Contract.
- g. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under §119.10, Florida Statutes.
- h. If a civil action is filed against a Contractor to compel production of public records relating to a public agency's contract for services, the court shall assess and award against the Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:
 - i. The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and
 - ii. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that the Contractor has not complied with the request, to the public agency and to the Contractor.
- i. A notice complies with subparagraph 4.(h).ii. if it is sent to the public agency's custodian of public records and to the Contractor at the Contractor's address listed on its contract with the public agency or to the Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- j. A Contractor who complies with a public records request within 8 business days

after the notice is sent is not liable for the reasonable costs of enforcement.

- k. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: City of LaBelle, Attn: Tia Warner, City Clerk, 481 W Hickpochee Ave., LaBelle, FL 33935. tiawarner@citylabelle.com (863) 675-2872

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement effective on the date the last party hereto executes below.

CITY OF LABELLE:

Date Signed: _____

ATTEST:

Julie Wilkins, Mayor

CITY CLERK

Derek Rooney, City Attorney

WITNESSES:

NAME: _____
[PRINT/TYPE]

NAME: _____
[PRINT/TYPE]

“CONTRACTOR”

BY: _____
NAME: _____
[PRINT/TYPE]

TITLE: _____
DATE: _____