

AGREEMENT FOR GEOGRAPHIC INFORMATION SYSTEM (GIS) SERVICES.

THIS GEOGRAPHIC INFORMATION SYSTEM SERVICES AGREEMENT (AGREEMENT) is made and entered into this _____ day of _____, 2023, by and between the Town of Lake Park, a municipal corporation of the state of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Florida Technical Consultants, 533 East Ocean Avenue, Suite No. 2, Boynton Beach, FL 33435 ("Contractor"), (collectively the Parties).

WITNESSETH THAT:

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contracts with public private corporations and businesses, pursuant to Florida Statutes; and

WHEREAS, the Town Manager has determined that there is a need for a contractor to provide the Town's departments with geographic information system (GIS) services to enhance Town's operations and to increase public access to geographic information; and

WHEREAS, the city of Cooper City, Florida (Cooper City), solicited bids for firms to provide GIS services pursuant to a competitive solicitation and selected the Florida Technical Consultants, (Contractor), to provide GIS services to the City in accordance with "Agreement No. RFP2019-2-UTL-GIS Services"; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited the same services and a contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town as it has agreed to provide to Cooper City for the same pricing, terms, and conditions set forth Agreement No. RFP2019-2-UTL-GIS Services; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into an agreement with the Contractor.

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The Contractor shall provide geographic information system services to the Town based upon the same terms, conditions, and pricing as it has agreed to provide to Cooper City, in accordance with Agreement No. RFP2019-2-UTL-GIS Services, a copy of which is attached hereto and incorporated herein.
2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
 - a. Keep and maintain all public records required by the Town to perform the services which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records to the Town, or any person requesting the same.
 - c. Ensure that any public records that are exempt remain confidential from disclosure and shall not be produced or disclosed except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement.
 - d. Upon the completion of the services to be performed associated with the Agreement, transfer, at no cost, to the Town all public records in the Contractor's possession; or keep and maintain the public records associated with the services upon request by the Town or any person. If the Contractor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor shall destroy any duplicate public records that it has retained that are exempt from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, in a format that is compatible with the information technology systems of the Town.
 - e. If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of Agreement No. 2022/2023-193 which it entered into with Cooper City in January 2022, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the geographic information system services of the Contractor based upon the same terms, pricing, and conditions as set forth in Agreement No. RFP2019-2-UTL-GIS Services.

5. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
6. Notices to the Contractor and Town shall be directed to the addresses reflected at the beginning of this Agreement.
7. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

FLORIDA TECHNICAL CONSULTANTS:

By: _____

Printed Name: _____

Its: _____