

AGREEMENT FOR MAINTENANCE AND REPAIR OF STREETS AND FACILITIES.

THIS AGREEMENT FOR THE MAINTENANCE AND REPAIR OF TOWN STREETS AND FACILITIES (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 Janice M. Riley, Inc., d/b/a The Paving Lady, 1000 West Industrial Avenue, Boynton Beach, Florida 33426 ("Contractor").

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 contractors related to public facilities; and

WHEREAS, the Town's Public Works Department (the Department) is responsible for planning, constructing, operating, and maintaining its streets and Town facilities; and

WHEREAS, the Town requires a contractor to perform these services; and

WHEREAS, the City of Aventura, Florida, solicited bids as part of a competitive solicitation and selected and has executed a contract with Janice M. Riley, Inc., d/b/a The Paving Lady (Contractor) to provide the City with maintenance and repair services for its streets and facilities in accordance with Agreement No. ITB2208113; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the 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 the City of Aventura for the same terms, conditions, and pricing as set forth in Agreement No. No. ITB2208113.

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 above-stated recitals are true and correct.



2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain 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.
 - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; or keep and maintain the public records associated with the services provided for in the Agreement. 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 are exempt or confidential 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. The Contractor hereby agrees to provide to the Town with the same services based upon these same terms, conditions and pricing for maintenance and repair services for the Town's streets and facilities as are set forth in Agreement No. ITB2208113 executed between the Contractor and the City of Aventura, Florida, a copy of which is attached hereto and incorporated herein.
4. The Town hereby agrees to pay for the services of the Contractor based upon the same terms, conditions and pricing as set forth in the Agreement No. ITB2208113 executed between the Contractor and the City of Aventura, Florida.
5. The terms, conditions, and pricing contained in Agreement ITB220811 are hereby supplemented and incorporated into this Agreement, as follows:



The Contractor's mobilization costs shall be mutually agreed to by the parties hereto and proportional to the individual scope of work for which the mobilization that is purposed. The mobilization costs shall be reflected in a written supplement to this Agreement which shall be attached hereto prior to its execution.

6. 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, or the United States District Court for the Southern District of Florida.
7. Notices to the Contractor and Town are to be directed to the addresses reflected hereinabove.
8. 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

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



Notary Public, State of Florida

Janice M. Riley, Inc., d/b/a
The Paving Lady:

By: Mauro Comuzzi

Its: President
MAURO COMUZZI

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