

## **Agreement**

This Agreement for Storm Drain Cleaning, Repairs, and Maintenance Services ("Agreement") is made and entered into this \_\_\_ day of \_\_\_\_\_, 2024, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and Shenandoah Geneal Construction, LLC. a corporation, with offices located at 1888 NW. 22<sup>nd</sup> Street, Pompano Beach, Florida, 33069 (the "Contractor").

### **RECITALS**

**WHEREAS**, the Town is responsible for ensuring the proper maintenance and improvement of roadways within its jurisdiction; and

**WHEREAS**, Broward College (the College), through a competitive bidding process, solicited bids from qualified contractors for Storm Drain Cleaning, Repairs, and Maintenance Services (the Services) pursuant to a Request for Proposals RFP-2024-082-OA; and

**WHEREAS**, the College awarded a bid for Storm Drain Cleaning, Repairs, and Maintenance Services to **Shenandoah Geneal Construction, LLC.**; and

**WHEREAS**, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at same terms, pricing, and conditions; and

**WHEREAS**, the College agreement with the Contractor permits the Contractor to provide the Services to other governmental entities pursuant to cooperative purchasing, commonly known as piggybacking; and

**WHEREAS**, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing, and terms.

**NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Town and the Contractor agree as follows:**

1. The recitals are true and correct and are incorporated herein.
2. Scope of Services.
  - a. The Contractor agrees to provide the Town the Services which are contained in its agreement with the College, including Storm Drain Cleaning, Repairs, and Maintenance Services. A copy of the College's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.
3. Term.
  - a. The term of this Agreement shall begin upon execution by both parties. It shall continue for the same duration as the Broward College Agreement, from the beginning of December 03, 2024, through December 03, 2027, including any

extensions or renewals, unless terminated earlier in accordance with the provisions herein.

4. Compensation.

- a. The Town agrees to pay the Contractor according to the pricing structure established in the Contractor's agreement with the College. Payments by the Town shall be made upon receipt of proper invoices submitted by the Contractor and are subject to Town approval.

5. Compliance with Laws.

- a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6. Records Retention/Ownership/Audit.

- a. The Contractor shall comply with public records laws Chapter 119, Florida Statutes specifically to Keep and maintain public records that ordinarily and necessarily would be required by the Town to perform the service; Provide the public with access to public records on the same terms and conditions that the Town would provide the records and at a cost that does not exceed the price provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the contractor upon the termination of the contract and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically must be provided to the Town in a format compatible with the Town's information technology systems.
- b. The Town has not performed a pre-audit of the Contractor's or Sub-Contractor's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-Contractor's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
- c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

## 7. Public Records.

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 service.
  - b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.
  - 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 work and services to be provided pursuant to this Agreement and following completion of this Agreement.
  - d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-Contractors related to the Project 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 work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, 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, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.
8. Insurance and Indemnification.
- a. The Contractor shall maintain insurance coverage as required under the County's Agreement and provide proof of such coverage to the Town before commencing any work. Additionally, the Contractor agrees to indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.
9. Termination.
- a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of

termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

- a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.

- a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

**IN WITNESS WHEREOF**, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

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 \_\_\_\_\_ 2024, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

\_\_\_\_\_  
Notary Public, State of Florida

**CONTRACTOR**  
**Shenandoah General Contractor, LLC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

\_\_\_\_\_  
Printed