

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

WHEREAS, USA Services of Florida, Inc., a Florida corporation (the “Contractor”), entered into an agreement dated May 1, 2016 to April 30, 2021 with the City of Cape Coral, a Florida municipal corporation, for #CON-PW11-15/CH RENEWAL for Street Sweeping Services procured pursuant to F.S. §287.057 (the “Contract”),

WHEREAS, the CITY OF LAKE WALES, a Florida municipal corporation (the “City”) has the legal authority under Ordinance 2013-17 adopted by the Lake Wales City Commission to “piggyback” onto a contract procured pursuant to F.S. §287.057 by another governmental entity when seeking to utilize the same or similar services provided for in the said contract; and

WHEREAS, the City desires to “piggyback” onto the above referenced Contract between the Contractor and the City of Cape Coral for utilization of the same or similar services for Street Sweeping Services (the “Work”) and the Contractor consents to the aforesaid “piggybacking”.

NOW THEREFORE, having found it to be in the public interest,

1. The Contractor affirms and ratifies the terms and conditions of the above referenced Contract with the City of Cape Coral 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 Lake Wales” shall be substituted for the term “City of Cape Coral” 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 City of Cape Coral Agreement until the Work is completed.

A. 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:

1. Keep and maintain public records required by the public agency to perform the service.
2. 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.
3. 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.
4. 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.

5. 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.

6. 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.

7. A Contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

8. 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:

(a) The court determines that the Contractor unlawfully refused to comply with the public records request within a reasonable time; and

(b) 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.

9. A notice complies with subparagraph (8)b 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.

10. 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.

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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 Lake Wales
Attn: City Clerk
201 W. Central Ave
Lake Wales, FL 33853
843-678-4182 ext. 270
jnanek@cityoflakewales.com**

USA SERVICES OF FLORIDA, INC.

CITY OF LAKE WALES

By:

By: Kenneth Fields, City Manager

WITNESS:

ATTEST:

City Clerk

WITNESS:

*Forward executed agreement with original signatures to City Clerk.
Attach copy of executed agreement to Request for Purchase Order.*