

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

WHEREAS, USA Services of Florida, Inc. a Florida corporation (the "Vendor"), entered into an agreement dated April 22, 2011, ending on April 30, 2016, with the City of Cape Coral, a political subdivision of the State of Florida, 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 Vendor and the City of Cape Coral for utilization of the same or similar services for Street Sweeping (the "Work") and the Vendor consents to the aforesaid "piggybacking;"

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

1. The Vendor 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. Vendor further agrees that for the purposes of the interpretation and enforcement of the subject Contract, the term "City of Lake Wales" shall be substituted for the term "the City of Cape Coral" throughout the Contract.
2. The City agrees to utilize the services of the Vendor in a manner and upon the terms and conditions as set forth in the Contract with the City of Cape Coral until the Work is completed.
3. **Public Records.** Contractor acknowledges that it is acting on behalf of a Public agency and that this Agreement is subject to the provisions of §199.0701, 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 that ordinarily and necessarily would be required by the public agency in order to perform the service.
 - (b) Provide the public with access to the public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this or as otherwise provided by law.
 - (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements and not.
 - (d) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.
4. Paragraph 11 of the Cape Coral contract is amended as follows - Governing Law: The validity, construction and effect of this Contract shall be governed by the laws of the State of Florida. All claim and/or dispute resolution under this Agreement, whether by mediation, arbitration, litigation, or other method of dispute resolution, shall take place in Polk County, Florida. More specifically, any litigation between the parties to this Agreement shall be conducted in the Tenth Judicial Circuit, in and for Polk

County, Florida. In the event of any litigation arising out of this Contract, each party shall bear its own respective cost and attorney's fees.

USA SERVICES OF FLORIDA, INC


By: _____

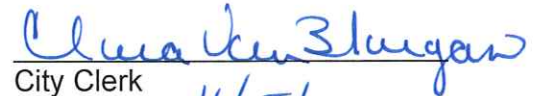
CITY OF LAKE WALES


By: Kenneth Fields, City Manager

WITNESS:



ATTEST:


City Clerk 11/5/2014

WITNESS:



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



America's Real Professionals

800-226-3200

Headquarters: Orlando

Offices in Cocoa, Jacksonville, Leesburg & Tampa

SERVICE AGREEMENT

PROPERTY LOCATION:

Name CITY OF LAKE WALES
Address 201 CENTRAL AVE. W.
City LAKE WALES Zip
Phone Fax
Ordered by

BILLING INFORMATION:

Name CITY OF LAKE WALES
Address P.O. BOX 1320
City LAKE WALES Zip 33859-1320
Phone 863-678-4182 X230 Fax 863-678-4180
Ordered by JAMES SLATON
Email jslaton@cityoflakewales.com

SERVICE DETAILS

Hourly Sweeping Service

\$ 120.00 Per Hour
3 Hour Minimum

Weekly / Monthly Sweeping Service

Sweeps Per Week \$ Per Sweep
Sweeps Per Month \$ Per Sweep
Per Mile \$

SPECIAL INSTRUCTIONS

OUR SERVICE WILL INCLUDE:

- 1.) SWEEP ALL DESIGNATED STREETS\$35.00 per curb mile
Downtown 2 x per month (24.0cm), Residential 1x per month (86.0cm) (40.00cm)
2.) CITY WILL SUPPLY ACCESS TO WATER FOR DUST CONTROL
3.) USA SERVICES WILL BE RESPONSIBLE FOR TRANSPORTATION AND DISPOSAL OF STREET SWEEPINGS
4.) SPECIAL EVENT AND EMERGENCY CALL-OUT.....\$120.00 PER HOUR (3.0 hour minimum portal to portal)

CUSTOMER:

Signature
Representative Kenneth Fields, City Manager
Date 11-5-2014

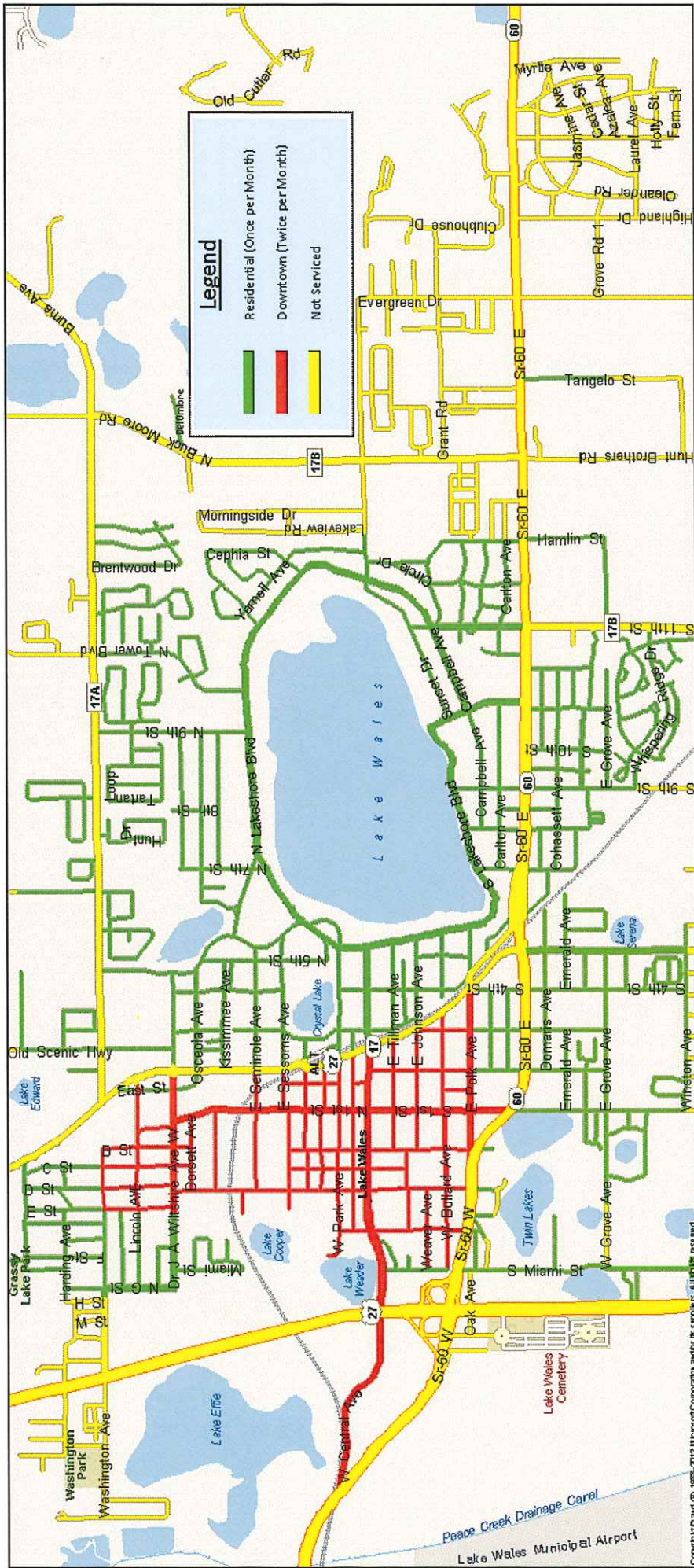
USA SERVICES OF FLORIDA, INC.:

Signature
Representative VP
Date 11-7-14

THE TERMS AND CONDITIONS ON REVERSE SIDE ARE PART OF THIS AGREEMENT.

P.O. BOX 520580 • LONGWOOD, FLORIDA 32752 • FAX 407-339-0241

Lake Wales Street Sweeping - City Limits



Longleaf Business Park Street Sweeping

