

RESOLUTION 79-11-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH SHENANDOAH GENERAL CONSTRUCTION, LLC, FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park (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 and Shenandoah General Construction, LLC, (Contractor) previously entered into an agreement whereby the Contractor is providing stormwater infrastructure maintenance and repair services to the Town; and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term; and

WHEREAS, the Town Manager has recommended that the Town Commission extend the Agreement for the provision of stormwater infrastructure maintenance and repair services for an additional one-year term.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and Shenandoah General Construction, LLC, to extend the term of the Agreement based upon the same conditions and terms contained therein for one year.

Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Michaud and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER ROGER MICHAUD	<u> / </u>	<u> — </u>
COMMISSIONER MARY BETH TAYLOR	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution No. 79-11-22 duly passed and adopted this 2 day of November, 2022.

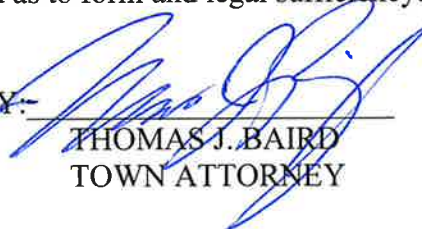
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE TOWN OF LAKE PARK AND SHENANDOAH GENERAL CONSTRUCTION,
LLC.**

THIS FIRST AMENDMENT to the agreement between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town), and Shenandoah General Construction, 1888 NW 22nd Street, Pompano Beach, FL 33069 (the Contractor) is entered into this day 2 of November, 2022.

RECITALS:

WHEREAS, the Town and Contractor previously entered into an Agreement whereby the Contractor is providing certain stormwater system infrastructure, including, maintenance storm drain cleaning and repair services to the Town (the Agreement); and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into the first option of the agreement, which has a term from November 27, 2022, through November 26, 2023.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2.

The Town and the Contractor hereby agree to extend the Agreement for Stormwater Infrastructure Maintenance and Repair Services based upon the same pricing, terms, and conditions as set forth in the Agreement

Section 3. This Resolution shall take effect immediately upon its execution.

IN WITNESS WHEREOF, the parties hereto have made and execute this First Amendment to the Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: 

Vivian Mendez, Town Clerk

By: 

Michael O'Rourke, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Thomas J. Baird, Town Attorney

Shenandoah General Construction, LLC:

By: 

Title: Chief Operations Officer

Anthony Guglielmi
Printed Name

**AGREEMENT TO PIGGYBACK CONTRACT FOR PROVISION OF STORMWATER
INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 4 day of August, 2021, 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 Shenandoah Construction, 1888 NW 22nd Street, Pompano Beach, FL 33069 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to perform such services; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the Contractor has previously entered into that certain Agreement Number RFP-2018-167-EH with Broward College, a governmental entity that is subject to the procurement rules of the state of Florida, to provide for stormwater infrastructure repair and maintenance services (the "Contract") executed November 27, 2018, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to "piggyback" onto the Contract between the Contractor and Broward College for utilization of the same or similar services and pricing for the provision of stormwater infrastructure maintenance and repair services, and the Contractor consents to the aforesaid "piggybacking."

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. Contractor hereby affirms and ratifies the terms and conditions of the Agreement and agrees to perform the services set forth therein for the Town in accordance with the terms of the Contract it has previously entered into with Broward College on November 27, 2018, a copy of which is attached hereto and incorporated herein.
 4. The Town agrees to utilize the services of the Contractor in the manner and upon the terms and conditions as set forth in the Contract.
 5. Except as otherwise stated herein below, the terms and conditions of the Contract shall be the terms agreed to by the parties.
 6. The terms and conditions of the Contract are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization is purposed. The mobilization costs shall be reflected in a


written supplement to this contract, and which shall be attached hereto and maintained as part of the Town's official records.

7. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this contract 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.
8. Notices to the Contractor shall remain as reflected in the Contract. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
9. 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 execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: 
Vivian Mendez, Town Clerk

By: 
Michael O'Rourke, Mayor

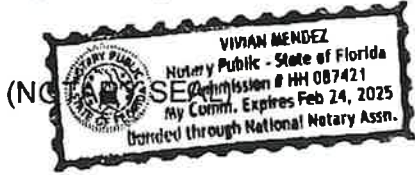


APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4 day of August 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



[Signature]
Notary Public, State of Florida

WITNESSES:

By: [Signature]
Daniel DiMura

Printed Name

[Signature]
Margaret DiMura

Printed Name

Contractor:
Shenandoah General Construction

By: [Signature]
Its: Vice President

Anthony Guglielmi
Printed

STATE OF FLORIDA
COUNTY OF ~~PALEMBANK~~ Broward

The foregoing instrument has been acknowledged before me this 6 day of August 2021 by Anthony Guglielmi, as Vice President of Shenandoah General Const., and who is personally known to me ~~and has produced~~ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida