AGREEMENT
to
UTILIZE LEAD AGENCY CONTRACT
For
DUMPSTER/CONTAINER REPAIR AND MAINTENANCE SERVICES

THIS IS AN AGREEMENT ("Agreement"), dated this 2nd day of April 2025, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, Florida 33334 ("City)",

and

GT SUPPLIES, INC., whose principal address is 7010 Barbour Road, Riveria Beach, Florida 33407, hereinafter "CONTRACTOR".

City and CONTRACTOR may each be referred to herein as "party" or collectively as "parties."

WHEREAS, the City desires to enter into an agreement with the CONTRACTOR for the CONTRACTOR to provide Dumpster/Container Repair and Maintenance Services; and

WHEREAS, the City Code provides authority for the City to select and contract through the use of the competitive bid process of another government entity as an exception to the otherwise required formal bidding process; and

WHEREAS, the City desires to retain the services of CONTRACTOR by utilizing the terms and conditions of the competitively bid solicitation and resulting award between City of West Palm Beach ("Lead Agency") and the CONTRACTOR for Dumpster/Container Repair and Maintenance Services ("Lead Agency Contract"). The Lead Agency Contract is attached hereto as **Exhibit "A"** and **Amendment No. 1** incorporated herein; and

WHEREAS, the Parties agree to add the provisions of this Agreement to the Lead Agency Contract as set forth herein; and

WHEREAS, CONTRACTOR has agreed to honor the prices and terms and conditions of the Lead Agency Contract; and

WHEREAS, the City has reviewed the scope of services of the master services agreement and has determined that it can be used by the City; and,

WHEREAS, the initial contract term was for THREE (3) years beginning April 19, 2023, through April 18, 2026, and includes the option to renew for TWO (2) additional 1-year periods..

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

R.2025.045

Section 2. The prices, terms and conditions of the Lead Agency Contract shall govern the relationship between the City and CONTRACTOR, except as amended below:

A. The Scope of Services for the Work ("Work") to be performed under this Agreement shall be as set forth in the Lead Agency Contract, except said Work shall be performed in and for the City.

B. Estimates/proposals for Work shall be provided to and accepted by City prior to the commencement of Work.

C. To the extent allowed by §725.08, Florida Statutes, the CONTRACTOR shall indemnify and hold harmless City and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the Agreement.

D. CONTRACTOR shall provide City with proof of insurance and bonding, when applicable, as required by the Lead Agency Agreement. CONTRACTOR hereby confirms that the City is named as an additional insured under the provisions of CONTRACTOR insurance.

E. CONTRACTOR shall not commence the Work unless and until the requirements for insurance have been fully met by CONTRACTOR and appropriate evidence thereof, in the City's sole discretion, has been provided to and approved by the City.

F. All payments shall be governed by the Local Government Prompt Payment Act as provided under §§218.70-.80, Florida Statutes.

G. The term of this Piggyback Agreement shall become effective upon the award by the City and shall continue until the successful completion of the Services outlined herein, unless terminated earlier as provided in Section 7 of the Lead Agency Agreement.

H. In the event delivery is scheduled to end because of the expiration of this contract, CONTRACTOR shall continue to deliver/service upon the request of the Contract Administrator. The extension period shall not exceed 90 days beyond the expiration date of the existing contract. The CONTRACTOR shall be compensated for the product/service at the rate in effect when the extension clause is invoked by the City.

Section 3. In all other respects, the terms and conditions of the Lead Agency Contract are hereby ratified and shall remain in full force and effect under this "piggybacking" arrangement, as provided by the terms of this Agreement. All recitals, representations, and warranties of CONTRACTOR made in those documents are restated as if set forth fully herein, made for the benefit of the City, and incorporated herein

Section 4. Public Records.

A. Public Records: CONTRACTOR shall comply with The Florida Public Records Act as follows:

1. Keep and maintain public records in the CONTRACTOR's possession or control in connection with the CONTRACTOR's performance under this Agreement that ordinarily and necessarily would be required by the City in order to perform the service.

2. Upon request by City's records custodian, provide City with a copy of 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 Chapter 119, Florida Statutes, or as otherwise provided by law.

3. 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 this Agreement.

4. Upon completion of this Agreement or in the event of termination of this Agreement by either party, any and all public records relating to this Agreement in the possession of CONTRACTOR shall be delivered by CONTRACTOR to City, at no cost to City, within seven days. All records stored electronically by CONTRACTOR shall be delivered to CITY in a format that is compatible with City's information technology systems. Once the public records have been delivered to City upon completion or termination of this Agreement, CONTRACTOR shall destroy any and all duplicate public records that are exempt or confidential and exempt from public record disclosure requirements.

5. CONTRACTOR'S failure or refusal to comply with the provisions of this Section shall result in the immediate termination of this Agreement by the City.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS:

RENEE SHROUT, CITY CLERK
CITY OF OAKLAND PARK
3650 NE 12 AVENUE
OAKLAND PARK, FL 33334
RENEES@OAKLANDPARKFL.GOV
954-630-4298

Section 5. Scrutinized Companies.

A. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

B. If this Agreement is for more than one million dollars, the CONTRACTOR certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the CONTRACTOR , its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONTRACTOR, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

C. The CONTRACTOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

Section 6. Assignment. Neither party may assign its rights or obligations under this Agreement without the written consent of the other.

Section 7. Notice. Notice hereunder shall be provided in writing by certified mail, return receipt requested, or customarily used overnight transmission with proof of delivery, to the following parties, with mandatory copies, as provided below:

For City:
David Hebert, City Manager
City of Oakland Park
3650 NE 12 Avenue
Oakland Park, Florida 33334

Copy to:
Donald J. Doody, City Attorney
Goren, Cherof, Doody, and Ezrol, P.A.
3099 E. Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308

For CONTRACTOR:
GT SUPPLIES, INC.
7010 Barbour Road,
Riveria Beach, Florida 33407

Section 8. Severability. This Agreement sets forth the entire agreement between CONTRACTOR and City with respect to the subject matter of this Agreement. This Agreement supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties. This Agreement may not be modified except by the parties' mutual agreement set forth in writing and signed by the parties.

Section 9. Governing Law/Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall be an appropriate court of competent jurisdiction in Broward County, Florida.

Section 10. E-verify. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Consultant, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Consultant shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

A. All persons employed by a Consultant to perform employment duties within Florida during the term of the contract; and

B. All persons (including subvendors/subconsultants/subcontractors) assigned by Consultant to perform work pursuant to the contract with the City of Oakland Park. The Consultant acknowledges and agrees that registration and use of

the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Oakland Park; and

C. The Consultant shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Consultant shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Consultant shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Consultant, the Consultant may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 11. Public Entity Crimes. Consultant hereby certifies that neither it, nor any person or affiliate of Consultant, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Consultant further understands and agrees that it is required to inform City immediately upon any change of circumstances regarding this status.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

ATTEST:

BY: _____
City Clerk

CITY OF OAKLAND PARK:

BY: _____
Asst City Manager

WITNESSED BY:

By: _____

CONTRACTOR:
GT SUPPLIES, INC.

By: _____

Title: PRESIDENT

STATE: FLORIDA
COUNTY: PALM BEACH

Sworn to (or affirmed) and subscribed before me this 17 day of MARCH, 20 25, by: TODD ROESCH.
Name of Person Making Statement

Notary Public State of Florida
Donald R Lipinski
My Commission
HH 200297
Exp. 1/31/2026

(NOTARIAL SEAL)

_____
Signature of Notary Public

DONALD R. LIPINSKI
Name of Notary Public (Typed, Printed, Stamped)

Personally Known: X OR Identification Produced: _____

Type of Identification Produced: _____

AFFIDAVIT OF COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

In accordance with section 787.06 (13), Florida Statutes, the undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury that:

Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking".

The undersigned is authorized to execute this affidavit on behalf of Entity.

Date: 3/17, 2025

Entity: GT SUPPLIES, INC

Signed: _____

Name: TODD ROESCH

Title: PRESIDENT