

**AGREEMENT BY AND BETWEEN
THE CITY OF LAKE HELEN, FLORIDA AND PARTY**

THIS AGREEMENT (hereinafter the "Agreement") is made and entered into this ____ day of _____, 20____, by and between THE CITY OF LAKE HELEN, FLORIDA, a Florida municipality, (hereinafter referred to as the "City"), whose mailing address is 327 South Lakeview Avenue, Lake Helen, Florida 32744, and (PARTY), a (type of company or otherwise), (hereinafter referred to as "(PARTY)") whose address is _____, . The City and (PARTY) may be collectively referenced herein as the "parties".

WITNESSETH:

WHEREAS, _____; and

WHEREAS, _____; and

WHEREAS, _____,

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Recitals. The above recitals are true and form a material part of this Agreement upon which the parties have relied.

Section 2. Authority. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The person(s) executing this Agreement for the PARTY certify that he/she/they is/are authorized to bind the PARTY fully to the terms of this Agreement.

Section 3. Scope of Agreement. This Agreement is for the goods and services as set forth in Exhibit "A" and as otherwise directed by the CITY to include all labor and materials that may be required.

Section 4. Effective Date and Term of Agreement. This Agreement shall take effect on the date that this Agreement is fully executed by the Parties hereto. (This Agreement shall remain in effect [for ## months, or; until DATE, or until [completion of project as determined by the City, or otherwise as applies to specific terms of agreement]).

Section 5. Compensation. The parties agree to compensation as set forth in Exhibit "B".

Section 6. Standard Contractual Terms and Conditions. Unless specifically excluded in this document, all "Standard Contractual Terms and Conditions", as outlined in attached Exhibit "C", unless modified by either Exhibit "A" or "B".

Section 7. PARTY's Mandatory Compliance with Chapter 119 and Public Records Requests.

- (a) The PARTY shall comply with the Public Records law.

(b) Failure by the PARTY to grant such public access and comply with public records request(s) shall be grounds for immediate unilateral cancellation of this Agreement by the CITY. The PARTY shall promptly provide the CITY with a copy of any request to inspect or copy public records in possession of the PARTY and shall promptly provide the CITY a copy of the PARTY's response to each such request at no cost to the CITY.

Section 8. Time is of the Essence. Time is hereby declared of the essence as to the lawful performance of all duties and obligations set forth in this Amendment

Section 9. Entire Agreement/Modification. This Agreement, together with the exhibit(s), constitutes the entire integrated Agreement between the CITY and the PARTY and supersedes all prior written or oral understandings in connection therewith. This Agreement, and all the terms and provisions contained herein, including without limitation the exhibits hereto, constitute the full and complete agreement between the parties hereto to the date hereof, and supersedes and controls over any and all prior agreements, understandings, representations, correspondence and statements whether written or oral. This Agreement may only be amended, supplemented or modified by a formal written amendment executed by both PARTIES.

Section 10. Severability. If any term, provision or condition contained in this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable, shall not be affected thereby, and each term, provision and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law when consistent with equity and the public interest.

Section 11. Waiver. The failure of the CITY to insist in any instance upon the strict performance of any provision of this Agreement, or to exercise any right or privilege granted to the CITY hereunder shall not constitute or be construed as a waiver of any such provision or right and the same shall continue in force.

Section 12. Captions. The Section headings and captions of this Agreement are for convenience and reference only and in no way define, limit, describe the scope or intent of this Agreement or any part thereof, or in any way affect this Agreement or construe any provision of this Agreement

Section 13. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same document.

Section 14. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the successors in interest, transferees and assigns of the parties. Each party hereto represents to the other that it has undertaken all necessary actions to execute this Agreement, and that it has the legal authority to enter into this Agreement and to undertake all obligations imposed on it. The signatories hereof represent that they have the requisite and legal authority to execute this Agreement and bind the respective parties herein.

Section 15. Remedies. The rights and remedies of the parties, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

Section 16. Governing law, Venue and Interpretation. This Agreement is to be governed by the laws of the State of Florida. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Volusia County, Florida. This Agreement is the result of *bona fide* arms length negotiations between the City and (PARTY), and all parties have contributed substantially and materially to the preparation of the Agreement. Accordingly, this Agreement shall not be construed or interpreted more strictly against any one party than against any other party.

Section 17. Attorney Fees. In any litigation arising from this Agreement, the prevailing party shall be entitled to be reimbursed reasonable attorneys' fees and costs, including all fees and costs incurred in any appeal.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the City of Lake Helen and (PARTY) have executed this instrument for the purpose herein expressed.

Attest:

THE CITY OF LAKE HELEN

XXXXXXX
Dated:_____

By:_____
Buddy Snowden
Mayor

Approved as to form and legality for
Use and reliance by the City of Lake Helen, Florida

By:_____
Scott E. Simpson
City Attorney
Dated:_____

[Remainder of page intentionally left blank]

Two Witnesses:

Print Name: _____

Print Name: _____

PARTY, a Florida
type of company or otherwise

By: _____
Name: _____
Title: _____
Dated: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of **PARTY, type of company or otherwise**, on behalf of the Company. He/she is personally known to me or has produced _____, as identification.

Signature of Notary Public
Print Name: _____
Notary Public – State of Florida
My Commission Expires: _____
Commission No.: _____