

**AGREEMENT FOR STORMWATER COLLECTION SYSTEM REHABILITATION  
AND RELATED SERVICES.**

**THIS AGREEMENT TO PROVIDE STORMWATER COLLECTION SYSTEM REHABILITATION SERVICES (AGREEMENT)** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 Hinterland Group, Inc., 2051 W. Blue Heron Blvd., Riviera Beach, FL 33404 ("Contractor"), (collectively the Parties).

**WITNESSETH THAT:**

**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 operates a stormwater utility, and the Town Manager has determined a need for contractors to provide stormwater collection system rehabilitation services; and

**WHEREAS**, Charlotte County, Florida, solicited bids as part of a competitive solicitation process and selected the Hinterland Group, Inc., (Contractor) to provide stormwater collection system rehabilitation services in accordance with RFB No. 2022000547; and

**WHEREAS**, pursuant to the Town's purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

**WHEREAS**, the Contractor has agreed to provide the same services to the Town using the same pricing, terms, and conditions as set forth in the agreement the Contractor entered into with its agreement with Charlotte County, Florida, RFB No. 2022000547; and

**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 Contractor shall provide stormwater collection system rehabilitation services to the Town based upon the same terms, conditions, and pricing as it has agreed to provide to Charlotte County, Florida, in accordance with RFB No. 2022000547, a copy of which is attached hereto and incorporated herein.

2. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain all 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 to the Town, or any person requesting the same.
  - c. Ensure that any public records that are exempt remain confidential from disclosure and shall not be produced or disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement.
  - d. Upon the completion of the services to be performed associated with the Agreement, transfer, at no cost, to the Town all public records in the Contractor's possession; or keep and maintain the public records associated with the services upon request by the Town or any person. 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 it has retained that are exempt 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](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of Agreement No. RFB2022000547 which it entered into with Charlotte County, Florida in October 2022, a copy of which is attached hereto and incorporated herein.
  4. The Town agrees to pay for the stormwater collection system rehabilitation services of the Contractor based upon the same terms, pricing, and conditions as set forth in Agreement No. RFB2022000547.
  5. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions, and in the United States District Court for the Southern District of Florida for any federal actions.
  6. Notices to the Contractor and Town shall be directed to the addresses reflected at the beginning of this Agreement.

7. 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 executed this Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: \_\_\_\_\_  
Vivian Mendez, Town Clerk

By: \_\_\_\_\_  
Roger Michaud, 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 \_\_\_\_ day of \_\_\_\_\_ 2023 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

\_\_\_\_\_  
Notary Public, State of Florida

Hinterland Group, Inc.:

By: \_\_\_\_\_

Its: Project Director

CHASE ROGERS

Printed