

AGREEMENT FOR STORMWATER INFRASTRUCTURE
MAINTENANCE AND REPAIR SERVICES

THIS AGREEMENT FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES (the Agreement) is made and entered into this **4 day of March, 2026**, 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, LLC**, 2051 West Blue Heron Boulevard, Riviera Beach, FL 33404 (“Contractor”) (collectively referred to as the parties).

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 responsible for maintaining a stormwater infrastructure system and requires a contractor to perform pipe and infrastructure video inspection and repairs; 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 it requires substantially the same services; and

WHEREAS, on February 5, 2026, the Contractor entered into that certain Agreement Number ITB2025-177PW, effective from April 1, 2026 through March 31, 2031, to provide stormwater infrastructure maintenance and repair services (the Palm Beach Gardens Agreement, 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 Palm Beach Gardens Agreement for the same or similar services and pricing for stormwater infrastructure maintenance and repair services, and

WHEREAS, pursuant to the City of Palm Beach Gardens Agreement, the Contractor has consented to offer the same services at the same pricing to other governmental entities.

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, pricing, and conditions of the Palm Beach Gardens Agreement and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for stormwater pipe and infrastructure video inspection and repair services as are set forth therein, a copy of which is attached hereto and incorporated herein.
 4. The Town agrees to pay for the services of the Contractor based upon the same terms and conditions as set forth in the Palm Beach Gardens Agreement.
 5. Except as otherwise stated herein below, the terms and conditions of the Palm Beach Gardens Agreement shall be the terms agreed to by the parties.
 6. The terms and conditions of the agreement with the Palm Beach Gardens Agreement 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 of the Town's project is purposed. The mobilization costs shall be reflected in a written supplement to this Agreement which is to be attached hereto prior to its execution.

7. 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, or the United States District Court for the Southern District of Florida.
8. Notices to the Contractor shall remain as reflected in the Palm Beach Gardens Agreement. 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: _____
Rodger 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 _____ 2026 by Rodger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Hinterland Group, LLC:

By: _____

By: _____

Printed Name

Its: _____

Printed Name

Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2026 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida