

CONTRACT FOR COOPERATIVE PURCHASE OF ONE
VACUUM TRUCK

This agreement for the cooperative purchase of one vacuum truck (the "Agreement") is made and entered into 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 Nextran Corporation, a Florida corporation doing business as Nextran Truck Centers, 360 South Military Trail, West Palm Beach, Florida 33415 ("Contractor") (collectively referred to as the "parties").

WITNESSETH THAT

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

WHEREAS, the Town is responsible for maintaining its stormwater collection and conveyance system and requires a replacement vacuum truck to support those operations; and

WHEREAS, pursuant to Florida law and the Town's procurement policies, the Town may enter into contracts for the cooperative purchase of certain goods, products, or services when a contract has been subjected to a competitive procurement solicitation by another governmental entity; and

WHEREAS, the Florida Sheriffs Association competitively procured and awarded Contract No. FSA25-VEH23.0, Item 80, under which the Contractor is the primary awarded vendor for the Southern region; and

WHEREAS, the Town Commission adopted Resolution No. 80-10-23 on October 18, 2023, authorizing acquisition of a replacement Vac-Con Sewer Combination Cleaner at an estimated purchase cost of \$589,869.00, and that authorization identified Southern Sewer Equipment Sales based upon the Vac-Con proposal then presented; and

WHEREAS, the Town now desires to utilize the competitively established terms and pricing available under FSA Contract No. FSA25-VEH23.0 to purchase from the Contractor one new and unused 2026 Mack Granite 64FR chassis equipped with a new and unused Vac-Con Model V312LHAN/1300 sewer combination cleaner body for a total purchase price not to exceed \$589,866.00; and

WHEREAS, pursuant to FSA Contract No. FSA25-VEH23.0 and the Contractor's September 23, 2026 price sheet, the Contractor has agreed to furnish the complete equipment to the Town in accordance with the applicable cooperative contract terms, conditions, and pricing.

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 incorporated herein.
2. The terms and pricing of FSA Contract No. FSA25-VEH23.0, Item 80, and the Contractor's September 23, 2026 price sheet are incorporated herein.
3. 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 that are the subject of this Contract.
 - b. Upon request of the Town, provide any such public records.

- c. Ensure that public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Contract if the Contractor does not transfer the records that are part of this Contract to the Town.
 - d. Upon completion of the term of this Contract, 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 this Agreement. If the Contractor transfers all public records to the Town upon completion of the Contract, 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 Contract, 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 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 Contract, 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.
- 4. The Contractor affirms and ratifies the applicable terms, pricing, and conditions of FSA Contract No. FSA25-VEH23.0, Item 80, and agrees to provide the Town one new and unused 2026 Mack Granite 64FR chassis equipped with one new and unused Vac-Con Model V312LHAN/1300 sewer combination cleaner body, including the applicable options and equipment reflected in the Contractor's September 23, 2026 price sheet.
 - 5. The Town agrees to pay the Contractor an amount not to exceed \$589,866.00 for the complete vacuum truck based upon the applicable pricing, terms, and conditions available under FSA Contract No. FSA25-VEH23.0 and the Contractor's September 23, 2026 price sheet, subject to lawful appropriations and an authorized Town purchase order.
 - 6. Except as expressly supplemented by this Contract, the applicable terms and conditions of FSA Contract No. FSA25-VEH23.0 are incorporated herein by reference.
 - 7. The term of this Contract shall commence on the date it is approved by the Town Commission and fully executed by the parties, and shall remain in effect through delivery and acceptance of the vacuum truck and final payment, except for obligations that by their nature survive completion of the purchase. Purchases under this Agreement remain subject to the continued legal availability of the applicable cooperative contract pricing, terms, and conditions.
 - 8. This Contract 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 Fifteenth Judicial Circuit in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
 - 9. Notices to the Contractor shall be sent to Nextran Corporation d/b/a Nextran Truck Centers, 360 South Military Trail, West Palm Beach, Florida 33415, or to such other address as the Contractor designates in writing. Notices to the Town shall be given to: Town of Lake Park, Attn: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.
 - 10. If either party is required to initiate a legal action, including appeals, to enforce this Contract, 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 Contract as of the date approved by the Town Commission and the dates of execution below.

ATTEST:

TOWN OF LAKE PARK

By: _____

Vivian Mendez, Town Clerk

By: _____

Rodger Michaud, Mayor

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Nextran Corporation d/b/a Nextran Truck
Centers:

By: _____

Its: _____

Printed Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2026,
by _____, as _____ of Nextran
Corporation d/b/a Nextran Truck Centers, who is personally known to me or has produced
_____ as identification.

(NOTARY SEAL)

Notary Public, State of _____