

## RESOLUTION 84-12-22

### A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH ADVANCED PLUMBING TECHNOLOGIES, LLC FOR STORMWATER PIPE REHABILITATION AND OTHER RELATED SERVICES.

**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 pipe rehabilitation and other related services; and

**WHEREAS**, Lake County, Florida, bid and has awarded a one-year contract to Advanced Plumbing Technologies, LLC, (Contractor) whereby the Contractor is providing stormwater pipe rehabilitation and other related services; and

**WHEREAS**, the Contractor is providing stormwater pipe and other related services to Lake County, Florida, in accordance with Agreement No. RFP22-535A; 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 Lake County, Florida, Agreement No. RFP22-535A; and

**WHEREAS**, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to enter into an agreement with the Contractor.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK:**

**Section 1.** The whereas clauses are hereby incorporated herein.

**Section 2.** The Mayor is hereby authorized and directed to execute an agreement with Advanced Plumbing Technologies, LLC, for the provision of stormwater pipe rehabilitation and other related services. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A.

**Section 3.** This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Michaud who moved its adoption. The motion was seconded by Commissioner Linden and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 84-12-22 duly passed and adopted this 7 day of December, 2022.

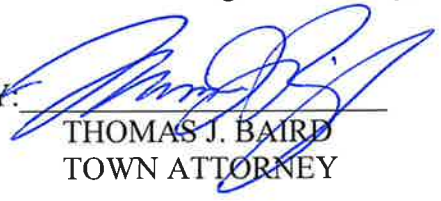
TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



**AGREEMENT FOR STORMWATER PIPE REHABILITATION  
AND RELATED SERVICES.**

**THIS AGREEMENT FOR THE PROVISION OF STORMWATER PIPE REHABILITATION AND RELATED SERVICES (AGREEMENT)** is made and entered into this 7 day of December, 2022, 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 Advanced Plumbing Technologies, LLC, 638 East Highway 50, Suite 4, Clermont, FL 34711 ("Contractor").

**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 pipe rehabilitation and other related services; and

**WHEREAS**, Lake County, Florida, bid and awarded a one-year contract to Advanced Plumbing Technologies, LLC, (Contractor) whereby the Contractor is providing stormwater pipe rehabilitation and other related services to Lake County, Florida; and

**WHEREAS**, the Contractor is providing these services to Lake County, Florida, in accordance with an agreement it entered into with Contractor for stormwater pipe rehabilitation and other related services, Agreement No. RFP22-535A; 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 Lake County, Florida, Agreement No. RFP22-535A; 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 agrees to provide stormwater pipe rehabilitation and other related services to the Town based upon the same terms, conditions and pricing as it has agreed to provide to Lake County, Florida, in accordance with Agreement No. RFP22-535A, 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 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](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of its agreement with Lake County, Florida, and agrees to provide to the Town the same stormwater utility services based upon these same terms, conditions, and pricing as are set forth in its agreement executed with Lake County, Florida on October 25, 2022, a copy of which is attached hereto and incorporated herein.
  4. The Town agrees to pay for the stormwater pipe rehabilitation and related services of the Contractor based upon the same terms, pricing, and conditions as set forth in the agreement with Lake County, Florida.
  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 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 execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: *Vivian Mendez*  
 Vivian Mendez, Town Clerk

By: *[Signature]*  
 Michael O'Rourke, Mayor



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

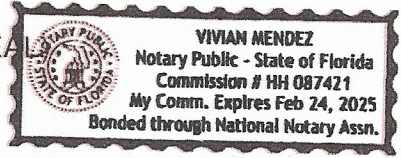
By: *[Signature]*  
 Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

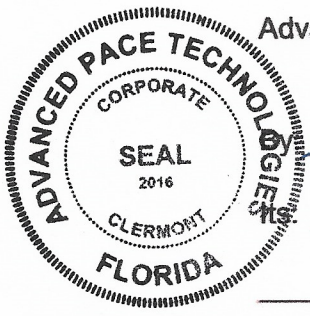
The foregoing instrument has been acknowledged before me this 7 day of December 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



*Vivian Mendez*  
 Notary Public, State of Florida

Advanced Plumbing Technologies, LLC:



*[Signature]*  
 VICE PRESIDENT - BRETT KOWALAK