

RESOLUTION 55-08-23

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH INLINER SOLUTIONS, LLC, TO PROVIDE THE TOWN WITH STORMWATER PIPE CURED-IN PLACE REHABILITATION SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida (“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 is empowered to enter into contracts with private corporations and businesses; and

WHEREAS, Clay County, Florida, solicited bids as part of a competitive solicitation and awarded a bid to Inliner Solutions, LLC, (Contractor) to provide stormwater pipe cured-in place rehabilitation services in accordance with Agreement No. 2022/2023-193; and

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

WHEREAS, the Contractor has agreed to provide the same services to the Town as it has agreed to provide to Clay County for the same pricing, terms, and conditions as are set forth Agreement Number 2022/2023-193; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into an agreement with the Contractor.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute an agreement with the Contractor for stormwater pipe cured-in place rehabilitation services. The agreement shall be based upon the same terms, pricing, and

conditions as contained in Agreement Number 2022/2023-193. A copy of the Clay County 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 Vice-Mayor Glas-Castro who moved its adoption. The motion was seconded by Commissioner Taylor and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	<u> / </u>	<u> — </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u> / </u>	<u> — </u>
COMMISSIONER JOHN LINDEN	<u> / </u>	<u> — </u>
COMMISSIONER MARY BETH TAYLOR	<u> / </u>	<u> — </u>
COMMISSIONER JUDITH E. THOMAS	<u> / </u>	<u> — </u>

The Town Commission thereupon declared the foregoing Resolution 55-08-23 duly passed and adopted this 16 day of August, 2023.

TOWN OF LAKE PARK, FLORIDA

BY: [Signature]
ROGER D. MICHAUD
MAYOR

ATTEST:

[Signature]
VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: [Signature]
THOMAS J. BAIRD
TOWN ATTORNEY

**AGREEMENT FOR STORMWATER PIPE CURED-IN PLACE
REHABILITATION SERVICES.**

THIS AGREEMENT TO PROVIDE STORMWATER PIPE CURED-IN PLACE REHABILITATION SERVICES (AGREEMENT) is made and entered into this 16th day of August, 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 Inliner Solutions, LLC, 2531 Jewett Lane, Sanford, FL 32771 ("Contractor"), (collectively the Parties).

WITNESSETH THAT:

WHEREAS, the Town of Lake Park, Florida ("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 is empowered to enter into contracts with private corporations and businesses; and

WHEREAS, Clay County, Florida, solicited bids as part of a competitive solicitation and selected the Inliner Solutions, LLC, (Contractor) to provide stormwater pipe cured-in place rehabilitation services in accordance with Agreement No. 2022/2023-193; 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 the same 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 as it agreed to provide to Clay County for the same pricing, terms, and conditions set forth Agreement No. 2022/2023-193; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into an agreement with the Contractor.

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 pipe cured-in place rehabilitation services to the Town based upon the same terms, conditions, and pricing as it agreed to provide to Clay County, Florida, in accordance with Agreement No. 2022/2023-193, 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.
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of Agreement No. 2022/2023-193 which it entered into with Clay County, Florida in May 2023, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the stormwater pipe cured-in place rehabilitation services of the Contractor based upon the same terms, pricing, and conditions as set forth in Agreement No. 2022/2023-193.
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

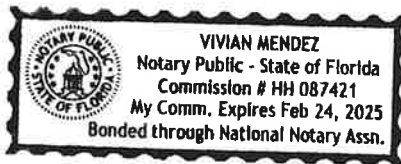
APPROVED AS TO FORM
 AND LEGAL SUFFICIENCY


By: 
 Thomas J. Baird, Town Attorney

STATE OF FLORIDA
 COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me by means of physical presence or online notarization, this 16 day of August 2023 by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

(NOTARY SEAL)




 Notary Public, State of Florida

Inliner Solutions, LLC
 By: 
 Its: Area Director
Daniel Banken
 Printed