



Inliner Solutions  
4520 North State Road 37  
Orleans, IN 47452

812.865.3232

August 2, 2023

Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403

Re: Town of Lake Park Contract

My name is Denise C. McClanahan, and I am Chief Operating Officer of Inliner Solutions, LLC. I am authorized to negotiate, execute and/or attest electronic and paper documents and contracts necessary for the conduct of the Company's affairs with respect to the submission and execution of construction project bids, bid proposals, bid addenda and all other bid-related documents prepared and submitted on behalf of the Company relating to any and all domestic construction projects arising out of the Company's operations.

Further, under Company policy, I am authorized to and hereby delegate my authority to bind the Company to Daniel Banken, Area Director with the Company, for the purpose of submitting a bid for the above-referenced project.

Sincerely,

*Denise McClanahan*

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Denise C. McClanahan  
Chief Operating Officer  
Inliner Solutions, LLC.

**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 \_\_\_\_\_ 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 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](mailto: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 \_\_\_\_ day of \_\_\_\_\_ 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