

TOWN OF HOWEY-IN-THE-HILLS PIGGYBACK AGREEMENT
for
AQUATIC VEGETATION MANAGEMENT SERVICES
with
PROFESSIONAL WATERFRONT CLEANUP & REMOVAL, LLC

This Piggyback Agreement for municipal inspection services (“Agreement”) is entered into as of , 2025, (the “Effective Date”) between the **Town of Howey-in-the-Hills**, a municipal corporation formed under the laws of the State of Florida (the “Town”), and **Professional Waterfront Cleanup & Removal, LLC**, a Florida limited liability company, (the “Contractor”).

1. **Introduction.** The City of Leesburg (“Leesburg”) entered into an agreement with the Contractor on February 15, 2023, for the Contractor to provide aquatic vegetation management services to Leesburg. The Town desires to utilize and “piggyback” off the Leesburg agreement (the “Leesburg Agreement”), a copy of which is attached hereto as **Attachment A**.

2. **Terms and Conditions.** The Contractor shall provide aquatic vegetation management services (the “Services”) requested by the Town from time-to-time under the Leesburg Agreement subject to the following conforming changes:

A. “Leesburg” and “City” everywhere used in the Leesburg Agreement will be deemed for purposes of this Agreement to refer to the Town. References to Leesburg and its governing body, officials, agents, employees, divisions and departments shall be deemed a reference to the Town’s governing body, officials, agents, employees, divisions and departments. The Town Manager or his designee will determine which Town division, department, contact person or process will apply in the event there is not a direct correlation between the Town department, division, contact person or processes and those referenced in the Leesburg Agreement.

B. The Term of this Agreement will begin on the Effective Date in the introductory clause.

C. The locations listed in the Leesburg Agreement are replaced with the locations listed in **Attachment B**, Florida Fish and Wildlife Conservation Commission, Aquatic Plant Control Permit, to this Agreement. The treatment location for the Town is Griffen Stormwater Park, 100 Lakeshore Blvd.

D. For public records inquiries in Section 18: **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE TOWN’S CUSTODIAN OF PUBLIC RECORDS AT THE TOWN OF HOWEY-IN-THE-HILLS, 101 N. PALM AVE. HOWEY-IN-THE-HILLS, FLORIDA 34737, EMAIL: publicrecords@howey.org (352) 324-2290.**

E. The contact person in Section 27 is the following:

Town Contact Information

Morgan Cates, Public Services Director
101 N. Palm Ave.
Howey-In-The-Hills, Florida 34737
Phone 352-324-2290 ext. 117
mcates@howey.org

3. **Florida Contractor Requirements.** The following provisions are included in the Agreement:

A. **Unauthorized Aliens.** The Town shall consider the knowing employment of unauthorized aliens, as described in Section 274A(e) of the Immigration and Nationality Act (codified at 8 U.S.C. §1324a), and Section 448.09 of the Florida Statutes by Contractor or any subcontractor cause for termination of this Agreement.

B. **Employment Verification.** This Contract is subject to the requirements found in Section 448.095(5), Florida Statutes. By executing this Agreement, Contractor hereby certifies that it is registered with the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Contractor and hereby acknowledges the responsibilities and obligations of both the Contractor and the Town under Section 448.095(5), Florida Statutes, which includes without limitation the right of the Town to unilaterally and immediately terminate this Contract for Contractor's failure to comply with such provision of Florida Law and to thereafter impose upon Contractor any additional costs incurred by the Town as a result of such termination.

C. **Scrutinized Companies List.**

(1) By executing this Agreement, Contractor certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725 of the Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, created pursuant to Section 215.473 of the Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to Section 287.135(5) of the Florida Statutes, the Town may immediately terminate this Agreement for cause if Contractor is found to have submitted a false certification as to the above or if Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the Town determines that Contractor has submitted a false certification, the Town will provide written notice to Contractor. Unless Contractor demonstrates in writing, within 90 calendar days of receipt of the notice, that the Town's determination of false certification was made in error, the Town shall bring a civil action against Contractor. If the Town's determination is upheld, a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed on Contractor, and Contractor will be ineligible to bid, submit a proposal for, or enter into or renew a contract with the Town or a Florida agency or local governmental entity for three years after the date of the Town's determination of false certification by Contractor.

(2) If federal law ceases to authorize the states to adopt and enforce the contracting prohibition in this Section, this Section shall be null and void without further action of the parties.

D. **Interests of Foreign Countries.** Contractor hereby represents, warrants, and certifies that entering into this Agreement will not violate Section 287.138, Florida Statutes, which provides that the Town may not enter into a contract with an entity that gives access to an individual's personal identifying information if the entity is owned, controlled, or organized under the laws of a Foreign Country of Concern which includes: the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, the Syrian Arab Republic, or any other entity or agency under the significant control of such Foreign Country of Concern.

E. **Public Entity Crime.** Contractor affirms that it is aware of the provisions of Subsection 287.133(2)(a) of the Florida Statutes, and that at no time has Contractor been convicted of a Public Entity Crime. Contractor agrees that it shall not violate such law and further acknowledges and agrees that any conviction during the term of this Agreement may result in termination of this Agreement by the Town.

F. **Human Trafficking Attestation.** In compliance with Subsection 787.06(13) of the Florida Statutes, the affidavit attached hereto as **Attachment C** must be completed by an officer or representative of a nongovernmental entity that is executing, renewing, or extending a contract with the Town or any of its direct support organizations (the "Governmental Entity").

G. **Common Carrier.** If Contractor meets the definition of "Common Carrier" under Section 908.111, Florida Statutes, then Contractor shall execute an attestation in conformity with Section 92.525, Florida Statutes, that the common carrier or contracted carrier is not willfully providing and will not willfully provide any service during the contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from this State or the United States. Such attestation must be provided to the Town prior to commencement of this Agreement. In accordance with Section 908.111, Florida Statutes, the Town may terminate this Agreement for cause if Contractor is found to be in violation of this provision or its attestation.

4. **Contract Documents.** This Agreement shall be deemed to consist of the following (in order of precedence for purposes of any conflicts among the terms contained in each): (i) this Agreement; and (ii) the Leesburg Agreement attached hereto as **Attachment A**.

[signatures on the following page]

The parties are signing this Agreement as of the Effective Date in the introductory paragraph.

Town of Howey-in-the-Hills _____ Graham Wells, Mayor	Professional Waterfront Cleanup & Removal, LLC _____ Clay Bell, President
Attest: _____ John Brock, Town Clerk	

Attachment A

**City of Leesburg February 15, 2023 Agreement for Aquatic Vegetation Management
Services**

Attachment B

Town of Howey-in-the-Hills

Florida Fish and Wildlife Conservation Commission, Aquatic Plant Control Permit

Attachment C

**NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes**

I, the undersigned, am an officer or representative of **Professional Waterfront Cleanup & Removal, LLC** and attest that **Professional Waterfront Cleanup & Removal, LLC** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing statement and that the facts as stated in it are true and correct.

Print Name: _____

Title: _____

Signature: _____

Date: _____