

**AGREEMENT FOR THE PROVISION OF HURRICANE/DISASTER DEBRIS
REMOVAL, REDUCTION, AND DISPOSAL SERVICES.**

THIS AGREEMENT FOR THE PROVISION OF HURRICANE/DISASTER DEBRIS REMOVAL, MANAGEMENT AND DISPOSAL SERVICES (the Agreement) is made and entered into this _____ day of _____, 2025, by and between the **Town of Lake Park**, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 (“Town”) **Phillips and Jordan, Inc.**, 10142 Parkside Drive, Knoxville, Tennessee 37922 (“Contractor”).

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 for services; and

WHEREAS, the Town requires a contractor to provide debris removal, management, and disposal services for the purposes of removing debris from public property and rights-of-way after a hurricane or other natural disasters to an appropriate facility (the Services); and

WHEREAS, pursuant to Florida law, and the Town’s procurement policies, the Town has the legal authority to enter into “piggy-back contracts” formally known as a cooperative purchase agreement whereby another governmental entity has competitively solicited, selected, and contracted with a contractor for substantially the same services and pricing as those services that are needed by the Town; and

WHEREAS, on May 4, 2021, **Phillips and Jordan, Inc.** (the Contractor) entered into that certain Agreement Number 22-201C with the Solid Waste Authority of Palm Beach County (the Authority), whereby it contracted to provide the Services during a term beginning May 8, 2025, and continuing through May 7, 2028; and

WHEREAS, a copy of Agreement Number 22-201-C is attached hereto and incorporated herein by reference as Exhibit ‘A’; and

WHEREAS, the Town desires to enter into the Agreement with the Contractor whereby the Contractor will provide the Town with the Services pursuant to the same terms, pricing, and conditions of the Authority’s Agreement Number 22-201-C 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 above stated recitals are true and correct and are 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.
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of its agreement with the SWA and agrees to provide to the Town the same hurricane/disaster relief services based upon these same terms, pricing and conditions as are set forth in its agreement executed with Solid Waste Authority of Palm Beach County on March 12, 2025, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the Services of the Contractor based upon the same terms, pricing, and conditions as have been set forth in the Contractor's agreement with the Authority.
5. The terms, pricing, and conditions of Agreement Number 22-201-C with the Authority are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for the mobilization necessary to perform the Services for the Town. [The mobilization costs shall be itemized in a written Work Authorization issued by the Town to the Contractor, pursuant to this Agreement.]

- 6. 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.
- 7. Notices to the Contractor and Town shall be directed to the addresses reflected at the beginning of this Agreement.
- 8. If either party is required to initiate a legal action to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including those incurred as part of any appeals.

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, 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 this ____ day of _____ 2025 by Roger Michaud, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

WITNESSES:

Phillips and Jordan, Inc.:

By: _____

Printed Name

Printed Name

By: _____

Its: _____

Printed

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this ____ day of _____ 2025 by _____, as _____ of _____, and who is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of Florida