

**RESOLUTION NO. 33-06-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH DRC EMERGENCY SERVICES, LLC, FOR THE PROVISION OF HURRICANE AND DISASTER DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES; AND PROVIDING FOR 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 for services; and

**WHEREAS**, the Town requires the services of a debris removal contractor to remove hurricane and disaster debris from public property and rights-of-ways and to dispose of the same at an appropriate facility following a hurricane or other natural disaster; and

**WHEREAS**, the Solid Waste Authority of Palm Beach County (the Authority) competitively solicited services for hurricane and disaster debris removal, reduction, and disposal (the Services); and

**WHEREAS**, the Authority entered into Agreement Number 22-201D with DRC Emergency Services, LLC (the Contractor), for the provision of the Services for a five-year term beginning May 8, 2022, and continuing through May 7, 2025; and

**WHEREAS**, the Authority's bid documents contained a provision commonly known as "piggy-backing" and more formally known as cooperative purchasing, which permits the Contractor to provide the Services to other public entities under the same terms, pricing, and conditions as contained in its agreement with the Authority, during the term of that agreement; and

**WHEREAS**, the Contractor has agreed to provide the Services to the Town under the same terms, pricing and conditions as are contained in the agreement it entered into with the Authority; and

**WHEREAS**, Town Manager recommends that the Town Commission enter into an agreement with the Contractor for the Services of the Contractor based upon the same terms, pricing and conditions of the Agreement between the Contractor and the Authority, Agreement Number 22-201D.

**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 DRC Emergency Services, LLC, a copy of which 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 Linden, who moved its adoption. The motion was seconded by Commissioner Michewel, 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. 33-06-22 duly passed and adopted this 1<sup>st</sup> day of June, 2022.

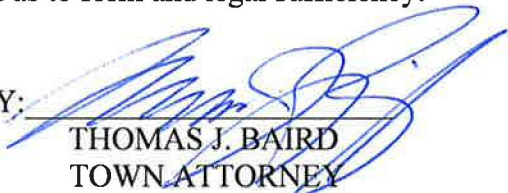
TOWN OF LAKE PARK, FLORIDA

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 THE PROVISION OF HURRICANE/DISASTER DEBRIS  
REMOVAL AND DISPOSAL SERVICES.**

**THIS AGREEMENT FOR THE PROVISION OF HURRICANE/DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES (AGREEMENT)** is made and entered into this 15<sup>th</sup> day of June, 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 DRC Emergency Services, LLC, 111 Veterans Boulevard, Suite 401, Metairie, LA 70005 ("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 and management and other support services to remove and dispose of debris from public property and rights-of-way after a hurricane or other natural disaster at 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 contracts that are the subject of cooperative purchase agreements whereby another governmental entity has competitively solicited, selected, and contracted with a contractor for substantially the same services at the same terms, pricing, conditions, and pricing services; and

**WHEREAS**, on April 25, 2022, **DRC Emergency Services, LLC** (the Contractor) entered into that certain Agreement Number 22-201D with the Solid Waste Authority of Palm Beach County (the Authority), whereby it contracted to provide the Services during a term beginning May 8, 2022, and continuing through May 7, 2025, a copy of which is attached hereto and incorporated herein as Exhibit 'A'; and

**WHEREAS**, the Town desires to enter into an 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 22-201D 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](mailto:townclerk@lakeparkflorida.gov).
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of its Agreement Number 22-201D with the Authority and agrees to provide to the Town the same hurricane/disaster relief services based upon the terms, pricing and conditions as are set forth in this agreement, executed with the Authority on April 25, 2022, 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, Agreement Number 22-201D.
5. The parties hereto agree that the terms, pricing, and conditions of Agreement Number 22-201D shall be 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.

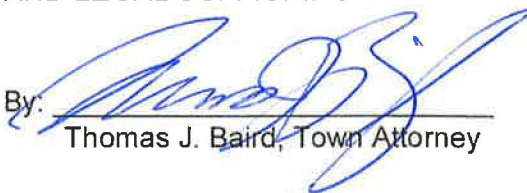
ATTEST:

TOWN OF LAKE PARK

By:   
Vivian Mendez, Town Clerk

By:   
Michael O'Rourke, Mayor

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

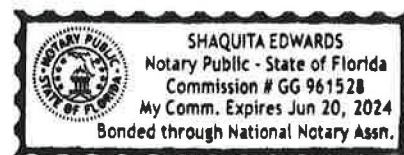
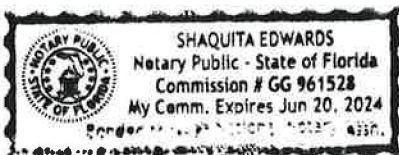
By:   
Thomas J. Baird, Town Attorney

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 2nd day of June 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

[NOTARY SEAL]

  
Notary Public, State of Florida



WITNESSES:

By: *Lisa Walsh*  
Lisa Walsh

Printed Name

*Katie Guidroz*  
Katie Guidroz

Printed Name

DRC Emergency Services, LLC:

By: *Kristy Fuentes*  
Its: Vice President, Secretary & Treasurer

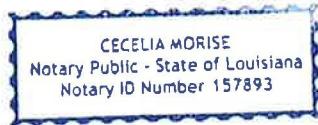
Kristy Fuentes

Printed

STATE OF Louisiana  
COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this (date) by (name of member, manager, officer or agent, title of member, manager, officer or agent) of (name of company), a (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]



*Cecelia Morise*  
(Signature of person taking acknowledgment)

Cecelia Morise  
(Name typed, printed or stamped)