

**MUTUAL BENEFIT AND USE AGREEMENT
ADOPTION OF ST. LUCIE COUNTY, CONTRACT C22-02-177
EMERGENCY DEBRIS REMOVAL SERVICES**

WHEREAS it is foreseen that it may be in the public interest to provide for the expedient removal of disaster debris within the corporate limits of the City of Fort Pierce, FL resulting from a natural or manmade event; and

WHEREAS the public health and safety of all the citizens will be at serious risk; and

WHEREAS, the immediate economic recovery of the City of Fort Pierce, FL and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, City of Fort Pierce, FL has a community of interest in St. Lucie County, FL with respect to the debris services that may be necessary to affect a recovery from an anticipated storm event; and

WHEREAS, on April 14, 2021, St Lucie County, FL received responses to RFP No. 21-037 for Emergency Debris Removal Services to which Bergeron Emergency Services, Inc. (hereinafter "Contractor") submitted a competitive proposal and was selected; and

WHEREAS, the City's Purchasing Policy allows for purchases to be made directly from any federal, state, county, city or other governmental contract providing that said contract was the result of a bona fide competitive process and is a current contract. As defined in this contract, the term "Piggyback" refers to City purchases made under the allowance in the City's Purchasing Policies; and

WHEREAS, City of Fort Pierce, FL has reviewed the solicitation, proposal, and evaluation related to the selection of the Contractor by St. Lucie County, FL and endorses the process and selection of Contractor; and

WHEREAS, City of Fort Pierce, FL has reviewed the Contract for Emergency Debris Removal Services between **St. Lucie County, FL and Bergeron Emergency Services, Inc.** commencing February 15, 2022, said contract being identified as: February 15, 2022, Contract No. C22-02-177, attached hereto as Exhibit "I", and has found the Scope of Services, prices, and terms, and conditions as set out in that Contract to be reasonable, acceptable, and of benefit to their citizens; and

WHEREAS, St. Lucie County, FL and Contractor entered in a First Amendment to the February 15, 2022, Contract No. C22-02-177 to revise Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2024; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Second Amendment to the February 15, 2022, Contract No. No. C22-02-177 to revise Contract Payment, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2025; and

WHEREAS, St. Lucie County, FL and Contractor entered in a Third Amendment to the February 15, 2022, Contract No. No. C22-02-177 to revise Section 2-7.20 Debris Management Sites, the Unit Rate Price Schedule, and Time of Performance/Term Period commencing February 15, 2022, and continuing through February 14, 2026; and

THEREFORE, having reached concurrence and acceptance of the procurement process and the contract stipulations, The City of Fort Pierce, FL agrees to enter into a contract with **Bergeron Emergency Services, Inc.** for Emergency Debris Removal Services under the original terms, conditions, and pricing of the February 15, 2022, Contract No. C22-02-177 with the additional terms as follows:

1. The above recitals are true and correct and incorporated herein.
2. The parties understand, acknowledge and agree that City of Fort Pierce shall be substituted for any reference to St. Lucie County, Florida or County and as user or buyer of the CONTRACTOR'S goods and/or services provided that such reference does not increase City of Fort Pierce's liability and/or responsibilities for goods and/or services beyond those specifically described in Exhibit I of this Agreement. The Parties' Agreement shall consist of these terms and conditions, Exhibit I, and Exhibit II (hereinafter referred to as the "Agreement"). If there is a conflict between these documents, then in order of preference the terms and conditions contained in this document control first, then Exhibit I, then Exhibit II.
3. CONTRACTOR agrees that Exhibit "II", FEMA Public Assistance Contract Provisions, shall be made part of the Agreement and apply (as applicable) to facilitate City of Fort Pierce's attempt to seek reimbursement from the Federal Emergency Management Agency ("FEMA Reimbursement"), of all, or a portion of, the payments made to CONTRACTOR by City of Fort Pierce. All references herein, to laws, regulations, or standards, shall also mean future amendments, and/or modifications, and/or changes to the same. Unless agreed to, otherwise in writing, signed by both Parties, under no conditions shall CONTRACTOR have a right, and/or claim, to recover any portion of the FEMA Reimbursement that is sought or may be sought by City of Fort Pierce.
4. **Address change for the City:** Notwithstanding the address and contract information for the government entity as set out in Exhibit "I", CONTRACTOR agrees to send notices and invoices to, and will conduct all business with:

City of Fort Pierce, Florida
Attention: Finance
100 N. U.S. Hwy 1, Fort Pierce, FL 34954
Telephone: (772) 467-3000
Email: dfaniel@cityoffortpierce.com

5. At all times, CONTRACTOR shall comply with Florida's public records laws. CONTRACTOR shall abide by all public records laws, and specifically: (1) Keep and maintain public records required by the public agency to perform the service; (2) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency; (4) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY OF FORT PIERCE'S CUSTODIAN OF PUBLIC RECORDS AT PUBLICRECORDS@CITYOFFORTPIERCE.COM OR 772-467-3065; LOCATED AT 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

6. Nothing contained in Exhibit "I", or this Agreement is intended to or shall be read to waive the City's Sovereign Immunity or to increase the limits thereto, pursuant to section 768.28, Florida Statutes.
7. All requirements of Section 448.095, Florida Statutes, shall be complied with by Contractor. In accordance with, Section 448.095, Florida Statutes, Contractor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>. Contractor shall, upon request, provide evidence of compliance with this provision to the City. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this Agreement with Contractor, Contractor may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Contractor is liable for any additional costs incurred by the City as a result of the termination of this Agreement under Section 448.095, Florida Statutes.
8. CONTRACTOR acknowledges and agrees, in Exhibit "III", an affidavit made part of this Agreement, that CONTRACTOR does not use coercion for labor or services as attested to and signed by an officer or representative of CONTRACTOR in accordance with Florida Statute Section 787.06(13).
9. **Breach of Contract During Emergency Recovery Periods for Natural Emergencies:** As part of this Agreement for goods or services related to emergency response for a natural emergency entered into, renewed, or amended on or after July 1, 2025, and upon breach by CONTRACTOR during an emergency recovery period, CONTRACTOR shall pay a \$5,000 penalty and damages, which may be either actual and consequential damages or liquidated damages. As used in this section, the term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency.

Having full authority, the parties do hereby complete this Agreement by signing below:

BERGERON EMERGENCY SERVICES, INC.

CITY OF FORT PIERCE, FL

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

MBU Agreement (Bergeron Emergency Services, Inc. August 2025)