

RESOLUTION NO. 2008 – 073

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING THE FIRST AMENDMENT TO THE PIGGY-BACK AGREEMENT(S) BETWEEN THE TOWN AND DRC, INC., CROWDER-GULF, INC., GRUBBS EMERGENCY SERVICES, INC., AND BERGERON EMERGENCY SERVICES, INC. FOR THE PROVISION OF SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES, FOR THE PURPOSE OF INCORPORATING THE FEDERAL HIGHWAY ADMINISTRATION (FHA) REQUIREMENT OF SECTION VII, FHWA-FORM 1273 INTO THE AGREEMENT; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO THE FIRST AMENDMENT TO THESE AGREEMENTS, IN SUBSTANTIALLY THE SAME FORM AS ATTACHED HERETO AS EXHIBIT "A"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 6, 2008, the Town passed Resolution No. 2008-047 piggy-backing onto the existing contracts entered into by the City of Plantation, for Disaster Response and Recovery Services; and

WHEREAS, it is mandated by the Federal Highway Administration that any contracted debris hauler who removes debris from Federal Highway Administration Roads must follow Section VII of FHWA Form 1273; and

WHEREAS, during a Federally Declared Emergency, the Town of Southwest Ranches has streets and roads based on a Federal Aid Eligibility Map; and

WHEREAS, the Town would jeopardize its ability to receive federal reimbursement for debris clearing on its Federal Aid Eligible roads without this modification; and

WHEREAS, the Town Council has determined that it is in the best interest of the Town and its residents to approve this modification.

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Southwest Ranches, Florida:

Section 1. The above referenced recitals are true and correct and are incorporated herein by reference.

Section 2: The Town Council of the Town of Southwest Ranches hereby approves this First Amendment to the Agreements with DRC, Inc., Crowder-Gulf, Inc., Grubbs Emergency Services, Inc., Bergeron Emergency Services, Inc., in substantially the same form as that attached hereto as Exhibit "A".

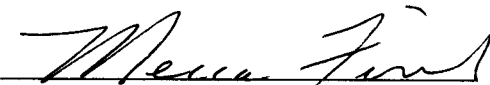
Section 3: The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into this First Amendment to the Agreements with DRC, Inc., Crowder-Gulf, Inc., Grubbs Emergency Services, Inc., Bergeron Emergency Services, Inc., in substantially the same form as that attached hereto as Exhibit "A" and to make such modifications, additions and/or deletions which they deem necessary to effectuate the intent of this Resolution.

Section 4: This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 10th day of July 2008, on a motion by Council Member Aster Knight and seconded by Council Member Don Maines.

Fink	<u>Y</u>
Nelson	<u>Y</u>
Breitkreuz	<u>Y</u>
Knight	<u>Y</u>
Maines	<u>Y</u>


Ayes	<u>5</u>
Nays	<u>0</u>
Absent	<u>0</u>
Abstaining	<u>0</u>


Mecca Fink, Mayor

ATTEST:


Susan A. Owens, CMC, Town Clerk

Approved as to Form and Correctness:


Gary A. Poliakoff, J.D., Town Attorney
FTL_DB: 1125679_1

**FIRST AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
DRC, INC. AND
TOWN OF SOUTHWEST RANCHES
FOR
SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES**

This First Amendment to the Agreement between DRC, Inc. (herein referred to as, "SERVICE PROVIDER") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida, (herein referred to as "TOWN") is made and entered this _____ day of July, 2008.

WITNESSETH:

WHEREAS, on March 6, 2008, the TOWN passed Resolution No. 2008-047 piggy-backing onto the existing contract entered into by the City of Plantation with SERVICE PROVIDER for Disaster Response and Recovery Services; and

WHEREAS, the Federal Highway Administration now requires all contractor's to follow the required contract provisions under Federal-Aid Construction Contracts Form FHWA-1273 (Rev. 3-94); and

WHEREAS, the TOWN has roadways which are Federal Aid Eligible on and off the State Highway System; and

WHEREAS, it is likely that providers of Disaster Response and Recovery Services for the Town may provide their services on Federal Aid Eligible on and off State Highway System roadways; and

WHEREAS, in order to receive federal reimbursement for these services, the TOWN must amend their current contract with the SERVICE PROVIDER to meet federal reimbursement eligibility requirements.

NOW THEREFORE, in consideration of mutual terms and conditions contained herein, SERVICE PROVIDER and TOWN agree as follows:

1. The SERVICE PROVIDER shall annually furnish to the TOWN proof of compliance with the Federal-Aid Construction Contracts Form FHWA-1273, prior to June 1st.
2. The SERVICE PROVIDER's current Agreement shall be amended to include any and all additional Federal-Aid Required Contract Provisions, attached hereto as Exhibit "A", and as may be amended from time to time.
3. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN DRC, INC. AND
TOWN OF SOUTHWEST RANCHES FOR SECONDARY DISASTER RESPONSE AND
RECOVERY SERVICES**

IN WITNESS WHEREOF, this Amendment is accepted and executed on this _____
day of July, 2008.

WITNESSES:

SERVICE PROVIDER:

DRC, INC.

By: _____
President

____ day of _____, 2008

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor

By: _____
Christopher J. Russo, Town Administrator

____ day of _____, 2008

ATTEST:

Susan A. Owens, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Gary A. Poliakoff, J.D, Town Attorney

FTL_DB: 1125666_1

**FIRST AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
CROWDER-GULF, INC. AND
TOWN OF SOUTHWEST RANCHES
FOR
SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES**

This First Amendment to the Agreement between Crowder-Gulf, Inc. (herein referred to as, "SERVICE PROVIDER") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida, (herein referred to as "TOWN") is made and entered this _____ day of July, 2008.

WITNESSETH:

WHEREAS, on March 6, 2008, the TOWN passed Resolution No. 2008-047 piggy-backing onto the existing contract entered into by the City of Plantation with SERVICE PROVIDER for Disaster Response and Recovery Services; and

WHEREAS, the Federal Highway Administration now requires all contractor's to follow the required contract provisions under Federal-Aid Construction Contracts Form FHWA-1273 (Rev. 3-94); and

WHEREAS, the TOWN has roadways which are Federal Aid Eligible on and off the State Highway System; and

WHEREAS, it is likely that providers of Disaster Response and Recovery Services for the Town may provide their services on Federal Aid Eligible on and off State Highway System roadways; and

WHEREAS, in order to receive federal reimbursement for these services, the TOWN must amend their current contract with the SERVICE PROVIDER to meet federal reimbursement eligibility requirements, attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of mutual terms and conditions contained herein, SERVICE PROVIDER and TOWN agree as follows:

1. The SERVICE PROVIDER shall annually furnish to the TOWN proof of compliance with the Federal-Aid Construction Contracts Form FHWA-1273, prior to June 1st.
2. The SERVICE PROVIDER current Agreement shall be amended to include any and all additional Federal-Aid Required Contract Provisions, attached hereto as Exhibit "A", and as may be amended from time to time.
3. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN CROWDER-GULF, INC. AND TOWN OF SOUTHWEST RANCHES FOR SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES

IN WITNESS WHEREOF, this Amendment is accepted and executed on this _____ day of July, 2008.

WITNESSES:

SERVICE PROVIDER:

CROWDER-GULF, INC.

By: _____
President

____ day of _____, 2008

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor

____ day of _____, 2008

By: _____
Christopher J. Russo, Town Administrator

____ day of _____, 2008

ATTEST:

Susan A. Owens, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Gary A. Poliakoff, J.D, Town Attorney
FTL_DB: 1125809_1

**FIRST AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
GRUBBS EMERGENCY SERVICES, INC. AND
TOWN OF SOUTHWEST RANCHES
FOR
SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES**

This First Amendment to the Agreement between Grubbs Emergency Services, Inc. (herein referred to as, "SERVICE PROVIDER") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida, (herein referred to as "TOWN") is made and entered this _____ day of July, 2008.

WITNESSETH:

WHEREAS, on March 6, 2008, the TOWN passed Resolution No. 2008-047 piggy-backing onto the existing contract entered into by the City of Plantation with SERVICE PROVIDER for Disaster Response and Recovery Services; and

WHEREAS, the Federal Highway Administration now requires all contractor's to follow the required contract provisions under Federal-Aid Construction Contracts Form FHWA-1273 (Rev. 3-94); and

WHEREAS, the TOWN has roadways which are Federal Aid Eligible on and off the State Highway System; and

WHEREAS, it is likely that providers of Disaster Response and Recovery Services for the Town may provide their services on Federal Aid Eligible on and off State Highway System roadways; and

WHEREAS, in order to receive federal reimbursement for these services, the TOWN must amend their current contract with the SERVICE PROVIDER to meet federal reimbursement eligibility requirements.

NOW THEREFORE, in consideration of mutual terms and conditions contained herein, SERVICE PROVIDER and TOWN agree as follows:

1. The SERVICE PROVIDER shall annually furnish to the TOWN proof of compliance with the Federal-Aid Construction Contracts Form FHWA-1273, prior to June 1st.
2. The SERVICE PROVIDER's current Agreement shall be amended to include any and all additional Federal-Aid Required Contract Provisions, attached hereto as Exhibit "A", and as may be amended from time to time.
3. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN GRUBBS
EMERGENCY SERVICES, INC. AND TOWN OF SOUTHWEST RANCHES FOR
SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES**

IN WITNESS WHEREOF, this Amendment is accepted and executed on this _____
day of July, 2008.

WITNESSES:

SERVICE PROVIDER:

GRUBBS EMERGENCY SERVICES, INC.

By: _____
President

_____ day of _____, 2008

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor

By: _____
Christopher J. Russo, Town Administrator

_____ day of _____, 2008

ATTEST:

Susan A. Owens, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Gary A. Poliakoff, J.D, Town Attorney

FTL_DB: 1125668_1

**FIRST AMENDMENT
TO THE AGREEMENT BY AND BETWEEN
BERGERON EMERGENCY SERVICES, INC. AND
TOWN OF SOUTHWEST RANCHES
FOR
SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES**

This First Amendment to the Agreement between Bergeron Emergency Services, Inc. (herein referred to as, "SERVICE PROVIDER") and the Town of Southwest Ranches, a municipal corporation organized as existing under the laws of the State of Florida, (herein referred to as "TOWN") is made and entered this _____ day of July, 2008.

WITNESSETH:

WHEREAS, on March 6, 2008, the TOWN passed Resolution No. 2008-047 piggy-backing onto the existing contract entered into by the City of Plantation with SERVICE PROVIDER for Disaster Response and Recovery Services; and

WHEREAS, the Federal Highway Administration now requires all contractor's to follow the required contract provisions under Federal-Aid Construction Contracts Form FHWA-1273 (Rev. 3-94); and

WHEREAS, the TOWN has roadways which are Federal Aid Eligible on and off the State Highway System; and

WHEREAS, it is likely that providers of Disaster Response and Recovery Services for the Town may provide their services on Federal Aid Eligible on and off State Highway System roadways; and

WHEREAS, in order to receive federal reimbursement for these services, the TOWN must amend their current contract with the SERVICE PROVIDER to meet federal reimbursement eligibility requirements, attached hereto as Exhibit "A".

NOW THEREFORE, in consideration of mutual terms and conditions contained herein, SERVICE PROVIDER and TOWN agree as follows:

1. The SERVICE PROVIDER shall annually furnish to the TOWN proof of compliance with the Federal-Aid Construction Contracts Form FHWA-1273, prior to June 1st.
2. The SERVICE PROVIDER current Agreement shall be amended to include any and all additional Federal-Aid Required Contract Provisions, attached hereto as Exhibit "A", and as may be amended from time to time.
3. Except as amended herein, the terms and conditions of the Agreement shall remain in full force and effect.

**FIRST AMENDMENT TO THE AGREEMENT BY AND BETWEEN BERGERON
EMERGENCY SERVICES, INC. AND TOWN OF SOUTHWEST RANCHES FOR
SECONDARY DISASTER RESPONSE AND RECOVERY SERVICES**

IN WITNESS WHEREOF, this Amendment is accepted and executed on this _____
day of _____, 2008.

WITNESSES:

SERVICE PROVIDER:

BERGERON EMERGENCY SERVICES, INC.

By: _____
J.R. Bergeron

____ day of _____, 2008

TOWN:

TOWN OF SOUTHWEST RANCHES

By: _____
Mecca Fink, Mayor

____ day of _____, 2008

By: _____
Christopher J. Russo, Town Administrator

____ day of _____, 2008

ATTEST:

Susan A. Owens, CMC, Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Gary A. Poliakoff, J.D, Town Attorney
FTL_DB: 1125802_1