

RESOLUTION NO. 2016-059

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA APPROVING AN ADDENDUM TO THE AGREEMENTS WITH BERGERON EMERGENCY SERVICES, AS THE PRIMARY VENDOR, GRUBBS EMERGENCY SERVICES, LLC AS A SECONDARY VENDOR, AND ASH BRITT, INC. AS A TERTIARY VENDOR TO PROVIDE DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an agreement with Bergeron Emergency Services, as the Primary Vendor, Grubbs Emergency Services, LLC as the Secondary Vendor, and Ash Britt, Inc. as the Tertiary Vendor to provide these services to the Town; and

WHEREAS, the five (5) year agreements with all three vendors are due to expire within the next few months; and

WHEREAS, the Town of Southwest Ranches and the vendors desire to extend the Agreements for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same terms and conditions set forth therein.

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 hereby authorizes a five (5) year extension to the Agreements between the Town of Southwest Ranches and Bergeron Emergency Services as the Primary Vendor, Grubbs Emergency Services, LLC as the Secondary Vendor, and Ash Britt, Inc. as the Tertiary Vendor to provide debris removal and disaster response/recovery services to the Town, in accordance with the Addendums attached hereto as Exhibits "A", "B", and "C" respectively.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Addendums in substantially the same form as that attached hereto as Exhibits "A", "B", and "C", and to make such modifications, additions, and/or deletions which they deem necessary and proper to effectuate the intent of this Resolution.

Section 4. This resolution shall take effect immediately upon its adoption.

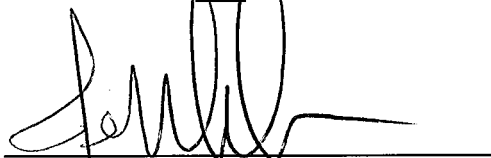
PASSED AND ADOPTED by the Town Council of the Town of Southwest Ranches, Florida, this 14th day of September, 2016, on a motion by V/m McKay and seconded by C/m Breitkreuz.

Nelson
Fisikelli
Breitkreuz
Jablonski
McKay

Yes
Yes
Yes
Yes
Yes

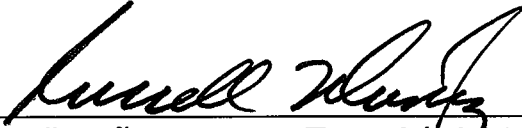
Ayes
Nays
Absent

5
0
0



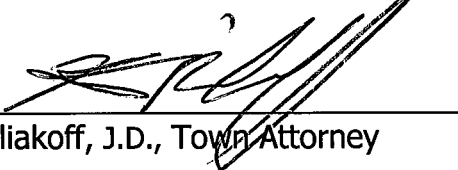
Jeff Nelson, Mayor

ATTEST:



Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:



Keith Poliakoff, J.D., Town Attorney

**ADDENDUM TO AGREEMENT FOR
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004**

THIS ADDENDUM ("Addendum") is made and entered into on this 14th day of September 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Bergeron Emergency Services (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an Agreement with Bergeron Emergency Services, LLC ("Contractor"); and

WHEREAS, on September 12, 2011, the Town and Contractor entered into the Agreement; and

WHEREAS, the initial term of the Agreement was for five (5) years; and

WHEREAS, based on the initial term, the Agreement will expire on September 13, 2016 ("Termination Date"); and

WHEREAS, the Town of Southwest Ranches and Contractor desire to extend the Agreement for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same terms and conditions set forth therein ("Extended Term").

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

Agreement

Section 1: Scope of Services

1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

Section 2: Term of the Agreement and Agreement Time

2.1 The Agreement shall continue in full force and effect from the Termination Date through the above referenced Extended Term unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of the Extended Term (hereinafter "Termination Notice"); provided however, that such Termination Notice shall not be effective for at least 180 days from the date of service thereof. Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the later of 180 days or such longer period as set forth in the Termination Notice.

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Contractor shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Contractor shall be paid for any services properly rendered through the expiration of the subsequent Monthly Period.
- 3.2 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 4: Insurance

- 4.1 Throughout the term of the Agreement, as extended hereby, and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in the Agreement.

Section 5: Miscellaneous Provisions

- A. **Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Addendum has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- B. **Binding Authority.** Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- C. **Truth-in-Negotiation Certificate.** Signature of this Addendum by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.
- D. **Defined Terms.** Any capitalized terms which are not defined herein shall have the same meanings as stated in the Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal and Disaster Response/Recovery Services
RFP No. 11-004

E. Effect of this Addendum. Except as otherwise expressly modified herein, all provisions of the Agreement shall remain in full force and effect during the term of the Agreement, as extended hereby, and for such longer period as may be set forth in the Agreement or as otherwise required by law.

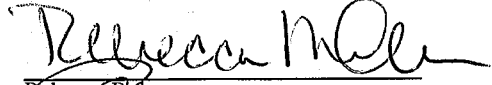
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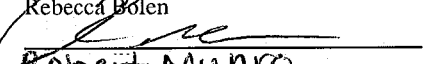
TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal and Disaster Response/Recovery Services
RFP No. 11-004

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Bergeron Emergency Services and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 14th day of August, 2016.

September

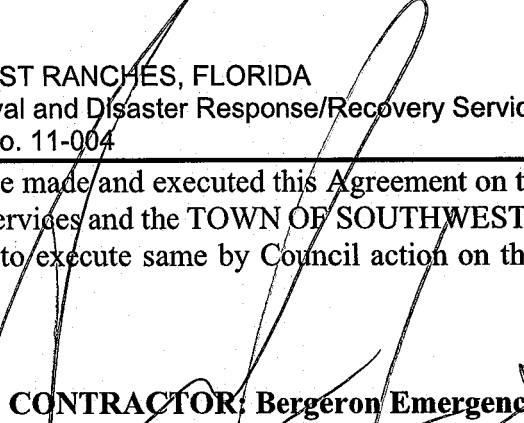
WITNESSES:



Rebecca Bolen


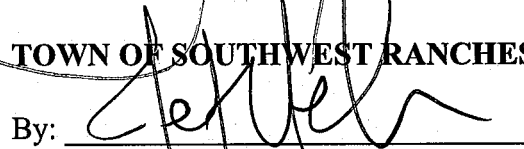
Robert Munro

CONTRACTOR: Bergeron Emergency Services

By: 

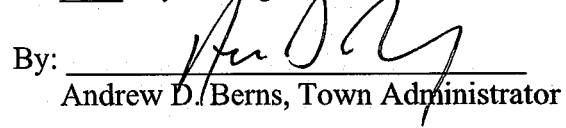
Ronald M. Bergeron, Jr., President (title)
12th day of August, 2016

TOWN OF SOUTHWEST RANCHES

By: 

Jeff Nelson, Mayor


14th *September* day of August, 2016

By: 

Andrew D. Berns, Town Administrator

14th day of August, 2016
September

ATTEST:



Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:



Keith M. Poliakoff, Town Attorney

**ADDENDUM TO AGREEMENT FOR
DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY SERVICES
RFP No. 11-004**

THIS ADDENDUM ("Addendum") is made and entered into on this 14th day of September, 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Grubbs Emergency, LLC (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an Agreement with Grubbs Emergency Services, LLC ("Contractor"); and

WHEREAS, on October 3, 2011, the Town and Contractor entered into the Agreement; and

WHEREAS, the initial term of the Agreement was for five (5) years; and

WHEREAS, based on the initial term, the Agreement will expire on October 3, 2016 ("Termination Date"); and

WHEREAS, the Town of Southwest Ranches and Contractor desire to extend the Agreement for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same terms and conditions set forth therein ("Extended Term").

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

Agreement

Section 1: Scope of Services

- 1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

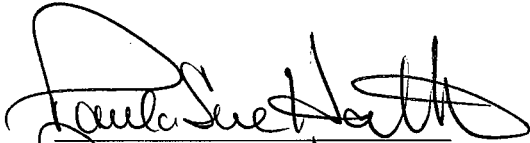
Section 2: Term of the Agreement and Agreement Time

- 2.1 The Agreement shall continue in full force and effect from the Termination Date through the above referenced Extended Term unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of the Extended Term (hereinafter "Termination Notice"); provided however, that such Termination Notice shall not be effective for at least 180 days from the date of service thereof. Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the later of 180 days or such longer period as set forth in the Termination Notice.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal and Disaster Response/Recovery Services
RFP No. 11-004

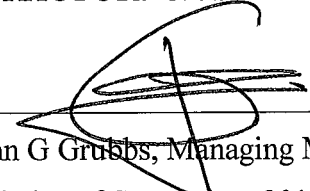
IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: Grubbs Emergency Services, LLC, and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the 14th day of September, 2016.

WITNESSES:



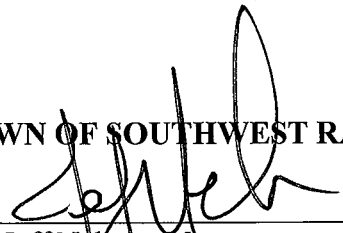
Paula Sue Hamilton

CONTRACTOR: Grubbs Emergency Services, LLC

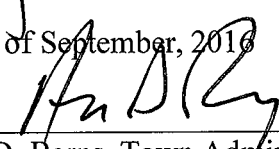
By: 

John G Grubbs, Managing Member
14th day of September, 2016

TOWN OF SOUTHWEST RANCHES

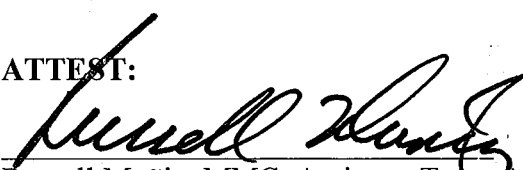
By: 

Jeff Nelson, Mayor
14th day of September, 2016

By: 

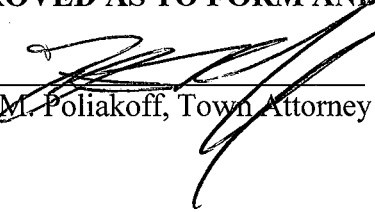
Andrew D. Berns, Town Administrator
14th day of September, 2016

ATTEST:



Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:



Keith M. Poliakoff, Town Attorney

**ADDENDUM TO AGREEMENT BETWEEN TOWN OF SOUTHWEST RANCHES
AND ASH BRITT, INC. FOR DEBRIS REMOVAL AND DISASTER RESPONSE/RECOVERY
SERVICES
RFP No. 11-004**

THIS ADDENDUM ("Addendum") is made and entered into on this 14th day of September, 2016 by and between the Town of Southwest Ranches, a Municipal Corporation of the State of Florida, (hereinafter referred to as "Town") and Ash Britt, Inc. (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on March 18, 2011, the Town advertised a Request For Proposals ("RFP") for debris removal and disaster response/recovery services; and

WHEREAS, on August 25, 2011, pursuant to Resolution No. 2011-088, the Town Council approved an Agreement with Ash Britt, Inc. ("Contractor"); and

WHEREAS, on January 3, 2012, the Town and Contractor entered into the Agreement; and

WHEREAS, the initial term of the Agreement was for five (5) years; and

WHEREAS, based on the initial term, the Agreement will expire on January 4, 2017 ("Termination Date"); and

WHEREAS, the Town of Southwest Ranches and Contractor desire to extend the Agreement for an additional five (5) year term in order to continue the provision of debris removal and disaster response/recovery services, under the same terms and conditions set forth therein ("Extended Term").

NOW THEREFORE, in consideration of the foregoing premises, the mutual terms and conditions herein, and other valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Town and Contractor hereby agree as set forth below.

Agreement

Section 1: Scope of Services

1.1 Contractor shall continue to provide all services set forth in the Agreement, and comply with all terms and conditions of the Agreement and as set forth herein.

Section 2: Term of the Agreement and Agreement Time

2.1 The Agreement shall continue in full force and effect from the Termination Date through the above referenced Extended Term unless and until either party serves the other with a written notice of termination of the Agreement before the expiration of the Extended Term (hereinafter "Termination Notice"); provided however, that such Termination Notice shall not be effective for at least 180 days from the date of service thereof. Upon the service of such Termination Notice, the Agreement will automatically expire at the conclusion of the later of 180 days or such longer period as set forth in the Termination Notice.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal
and Disaster Response/Recovery Services
RFP No. 11-004

Section 3: Compensation & Method of Payment

- 3.1 Contractor shall continue to be paid in accordance with applicable provisions of the Agreement. Upon the service of a notice of termination in accordance with paragraph 2.1 above, Contractor shall be paid for services rendered in accordance with the Agreement through the effective date of the termination. For example, if a Termination Notice is served, Contractor shall be paid for any services properly rendered through the expiration of the Term.
- 3.2 Notwithstanding anything to the contrary in the Agreement or herein, Town shall not be liable for any cost increases or escalation associated with labor, services, materials, equipment or any other costs that may arise during the term of the Agreement, as extended hereby. In the event the cost of the Work exceeds the amounts defined in the Agreement, Contractor shall pay such excess from its own funds and Town shall not be required to pay any part of such excess. The only exception shall be any adjustments to the Contract Price pursuant to any written Change Order duly executed by Town and Contractor in accordance with the terms and conditions of the Agreement, and with the same formality and of equal dignity associated with the original execution of the Agreement.

Section 4: Insurance

- 4.1 Throughout the term of the Agreement, as extended hereby, and for all applicable statutes of limitation periods, Contractor shall maintain in full force and affect all of the insurance coverages as set forth in the Agreement.

Section 5: Miscellaneous Provisions

- A. Joint Preparation.** Town and Contractor both acknowledge that they have sought and received whatever competent advice and legal counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Addendum has been their joint effort. The language agreed to herein express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- B. Binding Authority.** Each person signing this Addendum on behalf of either party individually warrants that he or she has full legal power to execute this Addendum on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Addendum.
- C. Truth-in-Negotiation Certificate.** Signature of this Addendum by Contractor shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of the Agreement, as extended hereby, are accurate, complete, and current at the time of contracting.
- D. Defined Terms.** Any capitalized terms which are not defined herein shall have the same meanings as stated in the Agreement.

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal
and Disaster Response/Recovery Services
RFP No. 11-004

E. Effect of this Addendum. Except as otherwise expressly modified herein, all provisions of the Agreement shall remain in full force and effect during the term of the Agreement, as extended hereby, and for such longer period as may be set forth in the Agreement or as otherwise required by law.

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TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Debris Removal
and Disaster Response/Recovery Services
RFP No. 11-004

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: ASH BRITT, INC., and the TOWN OF SOUTHWEST RANCHES, signing by and through its Mayor duly authorized to execute same by Council action on the ~~14th~~ day of August, 2016. *September*

WITNESSES:

Kelly Beckmann
Chris Hill

CONTRACTOR: ASH BRITT, INC.

By: *[Signature]*
JOHN NOBLE, C.O.O. (title)
13 day of August, 2016

TOWN OF SOUTHWEST RANCHES

By: *[Signature]*
Jeff Nelson, Mayor
14th day of ~~August~~ *September* 2016
By: *[Signature]*
Andrew D. Berns, Town Administrator
14th day of August 2016
September

ATTEST:

[Signature]
Russell Muñiz, MMC, Assistant Town Administrator/Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

[Signature]
Keith M. Poliakoff, Town Attorney