

RESOLUTION NO. 2016-060

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, APPROVING AN ADDENDUM TO THE AGREEMENT WITH O'BRIEN'S RESPONSE MANAGEMENT INC. TO PROVIDE DEBRIS MONITORING SERVICES; AUTHORIZING THE MAYOR, TOWN ADMINISTRATOR, AND TOWN ATTORNEY TO ENTER INTO AN AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on April 18, 2011, the Town advertised a Request for Proposals ("RFP") for disaster debris monitoring services; and

WHEREAS, on August 4, 2011, pursuant to Resolution No. 2011-078, the Town Council selected O'Brien's Response Management Inc. ("O'Brien's") to provide debris monitoring services for the Town; and

WHEREAS, on September 20, 2011, O'Brien's entered into a five (5) year agreement with an optional five (5) year extension; and

WHEREAS, the Town of Southwest Ranches and O'Brien's both desire to exercise the additional five (5) year extension.

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 of the Agreement between the Town of Southwest Ranches and O'Brien's Response Management Inc. to provide debris monitoring services to the Town.

Section 3. The Town Council hereby authorizes the Mayor, Town Administrator, and Town Attorney to enter into the Addendum in substantially the same form as that attached hereto as Exhibit "A", and to make any and all changes 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

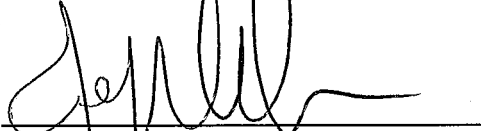
Ranches, Florida, this 14th day of September, 2016, on a motion by V. McKay and
seconded by Tom Breitkreuz.

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

113451716.1

**ADDENDUM TO AGREEMENT FOR
DISASTER DEBRIS MONITORING SERVICES
RFP No.11-005**

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 O'Brien's Response Management Inc. (hereinafter referred to as "Contractor").

Recitals

WHEREAS, on April 18, 2011, the Town advertised a Request For Proposals ("RFP") for disaster debris monitoring services; and

WHEREAS, on August 4, 2011, pursuant to Resolution No. 2011-078, the Town Council approved an Agreement with O'Brien's Response Management Inc. ("Contractor"); and

WHEREAS, on September 20, 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 20, 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 disaster debris monitoring 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 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 Disaster Debris Monitoring Services
RFP No. 11-005

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.

[Remainder of page intentionally left blank]

TOWN OF SOUTHWEST RANCHES, FLORIDA
Addendum to Agreement for Disaster Debris Monitoring Services
RFP No. 11-005

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: O'Brien's Response Management 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:

CONTRACTOR: O'Brien's Response Management

Tracy L. Archer
Tracy L. Archer

By: Elizabeth Apple
Elizabeth Apple, Controller (title)
12th day of August, 2016

TOWN OF SOUTHWEST RANCHES

By: Jeff Nelson
Jeff Nelson, Mayor
14th day of ~~August~~, 2016
September

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

ATTEST:

Russell Muñiz
Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:

Keith M. Poliakoff
Keith M. Poliakoff, Town Attorney