

RESOLUTION 2017-063

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF SOUTHWEST RANCHES, FLORIDA, RATIFYING THE TOWN ADMINISTRATOR'S EXECUTION OF THE THIRD ADDENDUM TO THE AGREEMENT WITH O'BRIEN'S RESPONSE MANAGEMENT, INC., FOR DISASTER DEBRIS MONITORING SERVICES; 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 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, on September 14, 2016, pursuant to Resolution No. 2016-060, the Town extended the Agreement for an additional five (5) year term; and

WHEREAS, as a result of Hurricane Irma, the Town activated its Agreement with Contractor; and

WHEREAS, prior to activation, the Town desired to clarify the Agreement's indemnification language to ensure that the Contractor would reimburse the Town for its share of any payment that FEMA disqualified; and

WHEREAS, as a result of his executive authority in a State of Emergency the Town Administrator executed this addendum; and

WHEREAS, this Resolution seeks the Town Council's ratification of the Third Addendum to the Agreement;

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

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

Section 2: Authorization. The Town Council hereby ratifies the Third Addendum to the Agreement with O'Brien's Response Management, Inc., in substantially the same form as that attached hereto as Exhibit "A."

Section 3: Approval. The Town Council hereby ratifies the authority of the Town Administrator's authority to enter into the Third Addendum to the Agreement 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: Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED by the Town Council of the Town of Southwest

Ranches, Florida, this 13th day of September, 2017 on a motion by

Council Member Schroeder and seconded by Vice Mayor Breitkreuz.

McKay	<u>Yes</u>
Breitkreuz	<u>Yes</u>
Fisikelli	<u>Yes</u>
Jablonski	<u>Yes</u>
Schroeder	<u>Yes</u>

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

Doug McKay
Doug McKay, Mayor

Attest:

Russell Muñiz
Russell Muñiz, Assistant Town Administrator/Town Clerk

Approved as to Form and Correctness:

Keith Poliakoff
Keith Poliakoff, Town Attorney

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

THIS THIRD ADDENDUM ("Addendum") is made and entered into on this 11th day of September, 2017 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, on September 14, 2016, pursuant to Resolution No. 2016-060, the Town extended the Agreement for an additional five (5) year term; and

WHEREAS, as a result of Hurricane Irma, the Town desires to activate its Agreement with Contractor; and

WHEREAS, prior to activation, the Town would like to clarify the Agreement's Indemnification language;

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.

1. The foregoing recitals are true and correct, and are incorporated herein by reference.
2. Article 6, entitled "Indemnification" shall be added to add the following provision:

**ARTICLE 6
INDEMNIFICATION**

...

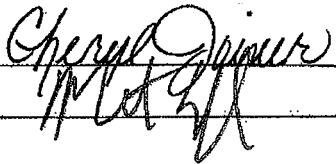
Contractor shall ensure that all Services provided to Town under this Agreement shall comply with any and all applicable FEMA compliance requirements as indicated in the Stafford Act and any and all applicable regulations, guidance documents and any additional interpretations. In the event that FEMA or any governmental agency involved with the provision of Public Assistance to the Town as referenced in the Stafford Act and all related regulations, determines

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

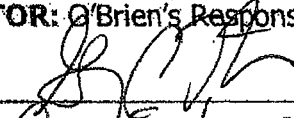
that Services provided by Contractor under this, or any Agreement with Town, and for which the Town provided payment to Contractor under this Agreement, did not comply with FEMA or any other governmental requirements, Contractor shall be directly liable for remuneration to Town for any and all amounts deobligated by FEMA, Florida Department of Emergency Management or any other governmental body assigned with auditing and enforcing provisions of the Stafford Act.

IN WITNESS THEREOF, the parties have made and have executed this Agreement on the 11th Day of September, 2017.

WITNESSES:




CONTRACTOR: O'Brien's Response Management

By: 

Greg Fenlon, COO (title)

TOWN OF SOUTHWEST RANCHES

By: 

Andrew D. Berns, Town Administrator
Pursuant to his Emergency Powers

ATTEST:



Russell Muñiz, MMC, Assistant Town Administrator and Town Clerk

APPROVED AS TO FORM AND CORRECTNESS:



Keith M. Poliakoff, Town Attorney

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