

**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.

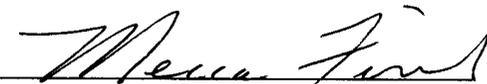
**Section 2:** The Town Council of the Town of Southwest Ranches hereby approves this First Amendment to the Agreements with DRC, Inc., Crowder-Gulf, Inc., Grubbs Emergency Services, Inc., Bergeron Emergency Services, Inc., in substantially the same form as that attached hereto as Exhibit "A".

**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 10<sup>th</sup> day of July 2008, on a motion by Council Member Aster Knight and seconded by Council Member Don Maines.

Fink	<u>Y</u>	Ayes	<u>5</u>
Nelson	<u>Y</u>	Nays	<u>0</u>
Breitkreuz	<u>Y</u>	Absent	<u>0</u>
Knight	<u>Y</u>	Abstaining	<u>0</u>
Maines	<u>Y</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