

Sponsored by: Burnett

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2009-11**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING THE SECOND AMENDMENT TO A CONTRACT WITH ASHBRIIT, INC. FOR DEBRIS REMOVAL; AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City of Marathon (The City) currently has a contract with Ashbriit Inc. to provide debris removal (the Contract); and

**WHEREAS**, the City desires to renew the Contract for an additional year; and

**WHEREAS**, the City has amended the contract term to expire February 1, 2010.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA**, that:

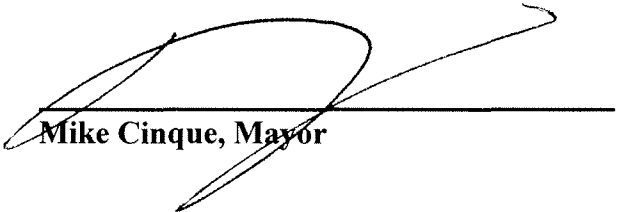
**Section 1.** The above recitals are true and correct and incorporated herein.

**Section 2.** The City Council hereby approves the amended contract between Ashbriit, Inc. and the City, a copy of which is attached hereto as Exhibit "A", for debris removal, together with such non-material changes as may be acceptable to the City Manager and approved as to form and legality by the City Attorney; and authorizes the Manager to execute the agreement.

**Section 3.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED** by the City Council of the City of Marathon, Florida, this 27th day of January, 2009

**THE CITY OF MARATHON, FLORIDA**

  
**Mike Cinque, Mayor**

AYES: Ramsay, Snead, Vasil, Worthington, Cinque  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**

  
\_\_\_\_\_  
Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**

  
\_\_\_\_\_  
Jimmy Morales, City Attorney

## SECOND AMENDMENT TO SERVICE CONTRACT

This Second Amendment of Service Contract (the "Second Amendment") is made as of this 27<sup>th</sup> day of January, 2009 by and between the City of Marathon, a Florida municipal corporation (the "City") and Ashbritt Inc., a Florida corporation (the "Supplier").

**WHEREAS**, the City and the Supplier have entered into that Service Contract, dated August 14, 2007, to provide for storm debris removal during the recovery and mitigation phases of emergencies in the City (the "Agreement"); and

**WHEREAS**, the City and the Supplier have previously amended the Agreement (the "First Amendment") to incorporate Federal contract provisions in order to be eligible for federal funding; and

**WHEREAS**, the City and the Supplier desire to amend the Agreement upon the terms and conditions hereinafter set forth so as to extend the term of the Agreement;

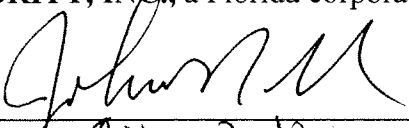
**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the City and the Supplier covenant and agree as follows:

1. All capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Agreement.
2. Section 3 of the Agreement is hereby amended to read as follows:
  3. This Contract shall become effective upon execution by both parties and shall remain in effect through February 1, 2010, with an option of one (1) 12 month renewal.
3. This Second Amendment may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document.
4. The foregoing terms and conditions are hereby incorporated into the Agreement. Except as modified herein, the Agreement remains in full force and effect. In the event of any conflict or ambiguity between the Agreement and this Second Amendment, this Second Amendment shall control.

**[SIGNATURES APPEAR ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.


ASHBRITT, INC., a Florida corporation,

By:   
Print Name: John W. Noble

THE CITY OF MARATHON, a Florida Municipal Corporation

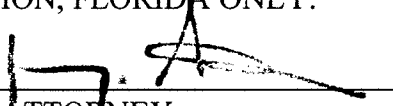
By:   
Clyde Burnett, City Manager

ATTEST:

  
Diane Clavier  
City Clerk

(City Seal)

APPROVED AS TO FORM AND LEGALITY FOR THE USE AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:

BY:   
CITY ATTORNEY