

**CITY OF MARATHON, FLORIDA
RESOLUTION 2011-58**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING FIRST AMENDMENTS TO THE AGREEMENTS BETWEEN THE CITY AND ASHBRIIT ENVIRONMENTAL SERVICES, INC AND GRUBBS EMERGENCY SERVICES, LLC, FOR DISASTER RESPONSE SERVICES; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENTS TO THE AGREEMENTS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Marathon (the "City") currently has contracts with Ashbriit Environmental Services, Inc. ("Ashbriit") and Grubbs Emergency Services LLC ("Grubbs") to provide disaster response services on an as needed basis (the "Agreements"); and

WHEREAS, in cases of declared emergencies, the cost for these services is reimbursable by the Federal Government, primarily through the Federal Emergency Management Agency; and

WHEREAS, the Federal Highway Administration (the "FHWA") provides additional reimbursement to cover the cost for debris removal on state roads; and

WHEREAS, the City and Ashbriit and Grubbs desire to amend the Agreements to add language required by the FHWA to insure that Ashbriit and Grubbs follow federal guidelines with regards to hiring practices and discrimination policies (the "First Amendments").

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

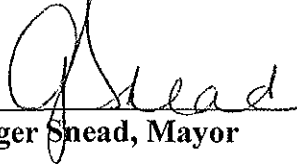
Section 1. The above recitals are true and correct and incorporated herein.

Section 2. The First Amendments to the Agreements between the City and Ashbriit and Grubbs, attached hereto as Exhibit "A" and Exhibit "B" are approved, 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. The City Manager is authorized to execute the First Amendments to the Agreements on behalf of the City.

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

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 26th DAY OF JULY, 2011

THE CITY OF MARATHON, FLORIDA



Ginger Snead, Mayor

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

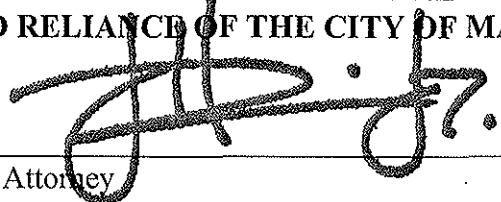
ATTEST:



Diane Clavier, City Clerk

(City Seal)

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



City Attorney

**FIRST AMENDMENT TO AGREEMENT
FOR
DISASTER RESPONSE SERVICES**

This First Amendment to the Agreement for Disaster Response Services (the "First Amendment") made and entered into this 12th day of July 2011 between the City of Marathon, Florida, a municipal corporation organized and existing under the laws of the State of Florida, with its permanent address at 9805 Overseas Highway, Marathon, Florida, 33050 (hereinafter referred to as "City") and Grubbs Emergency Services, LLC, a Florida limited liability company, with its permanent post office address at 20 South Broad Street, Brooksville, Florida 34601 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, on July 13, 2010, the City and Contractor entered into an Agreement for Disaster Response Services (the "Agreement"), attached as Exhibit "A;" and

WHEREAS, the City and Contractor desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth in this First Amendment and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby amend the Agreement to read as follows:¹

Section 1. Amendment to Section 7.12 of the Agreement

Compliance with Laws. Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to the Agreement, including, but not limited to:

f. Federal Highway Administration Federal-Aid Construction Contracts: Compliance with the Federal Highway Administration Federal-Aid Construction Contracts Equal Employment Opportunity Requirements (Form FHWA - 1273).

Section 2. Miscellaneous

All other terms and conditions of the Agreement not in conflict or superseded by this First Amendment shall remain in full force and effect as if set forth herein.

IN WITNESS WHEREOF, City and Contractor have set their hands and seals, as of the day and year first above written.

¹ / Additions to existing text are shown by underline; deletions are shown by ~~strikeout~~.

ATTEST:

CITY OF MARATHON, FLORIDA



DIANE CLAVIER
CITY CLERK



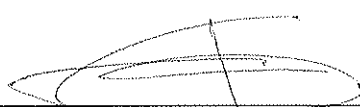
ROGER HERNSTADT
CITY MANAGER

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



CITY ATTORNEY

GRUBBS EMERGENCY SERVICES, LLC



Printed Name: John "Gary" Grubbs
Title: Executive Manager

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WITNESSETH:

WHEREAS, on July 13, 2010, the City and Contractor entered into an Agreement for Disaster Response Services (the "Agreement"), attached as Exhibit "A," and

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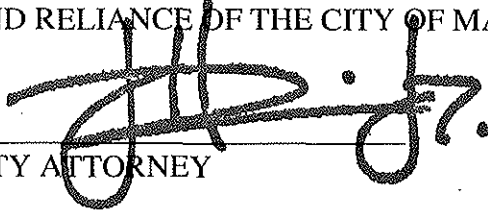


DIANE CLAVIER
CITY CLERK




ROGER HERNSTADT
CITY MANAGER

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



CITY ATTORNEY

Ashbritt Environmental Services, Inc.



Printed Name: John W. Noble

Title: COO