

**RESOLUTION NO. 00-08-39**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING AN AGREEMENT WITH GRUBBS CONSTRUCTION COMPANY TO PROVIDE DISASTER RECOVERY SERVICES FOR THE CITY OF MARATHON; AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Florida Keys is subject to the possibility of storms causing flooding, road blockage, and destruction of property; and

**WHEREAS**, the cost of disaster recovery can be substantially reimbursed by the federal government; and

**WHEREAS**, to insure a thorough post disaster recovery program, the City of Marathon desires to utilize the services of Grubbs Construction Company to provide disaster recovery services within the City of Marathon in accordance with said agreement.

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

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


Section 2.     The Agreement between Grubbs Construction Company and the City of Marathon is attached as Exhibit "A" is approved., the Mayor is authorized to execute said Agreement.

**SCANNED**

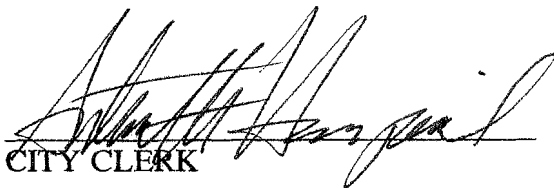
8/9/01 # 3866 KS✓

Section 3. That this Resolution shall become effective immediately upon its adoption.

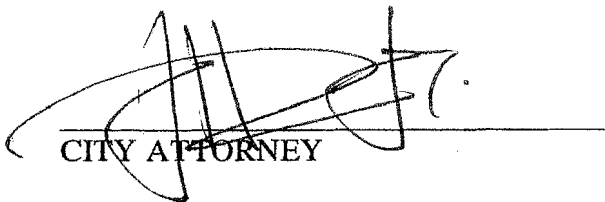
PASSED AND ADOPTED this 22 day of August 2000.

  
\_\_\_\_\_  
ROBERT BOB MILLER, MAYOR

ATTEST:

  
\_\_\_\_\_  
CITY CLERK

APPROVED AS TO LEGAL SUFFICIENCY:

  
\_\_\_\_\_  
CITY ATTORNEY

*FINAL VOTE AT ADOPTION*

<i>Mayor Robert Miller</i>	<u>yes</u>
<i>Vice Mayor John Bartus</i>	<u>yes</u>
<i>Councilman Frank Greenman</i>	<u>yes</u>
<i>Councilman Jon Johnson</i>	<u>not present</u>
<i>Councilman Randy Mearns</i>	<u>yes</u>

**AGREEMENT  
FOR DISASTER RECOVERY SERVICES  
BETWEEN  
THE CITY OF MARATHON, FLORIDA  
AND  
GRUBBS EMERGENCY SERVICES, INC.**

**THIS AGREEMENT** made and entered into this 14<sup>th</sup> day of August, 2002, by and between the City of Marathon, Florida, (hereinafter referred to as "City") and GRUBBS EMERGENCY SERVICES, INC., a Florida corporation, (hereinafter referred to as "Contractor").

**WHEREAS**, the City lies in the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes as well as other natural and/or manmade disasters ("Events"); and

**WHEREAS**, it is foreseen that it may be necessary to provide comprehensive disaster recovery services to assist the appointed and elected officials of the City resulting from these Events; and

**WHEREAS**, the Jacksonville Electrical Authority sought competitive bids from qualified Contractors to provide comprehensive disaster recovery services pursuant to JEA IFB Number: JSC-065-02; and

**WHEREAS**, the Jacksonville Electrical Authority, executed an agreement with Grubbs Emergency Services, Inc., to provide comprehensive services for disaster recovery; and

**WHEREAS**, the City may enter into contracts for services without competitive bidding by utilizing existing contract terms and prices entered into by other governmental authorities as long as the governmental authority has followed a competitive bidding procedure leading to the award of the contract which is substantially similar to the City's competitive bidding procedure; and

**WHEREAS**, the City Council desires to enter into this Agreement with Contractor to provide the same services contracted for by the Jacksonville Electrical Authority for comprehensive disaster recovery services; and

**WHEREAS**, the Contractor desires to perform these services subject to the terms of this Agreement.

**NOW, THEREFORE**, Contractor, for and in consideration of the sum One Hundred Dollars (\$100.00), and for such other good and valuable considerations the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS**

1.1 The foregoing recitals are true and correct and incorporated herein by reference.

2. **SCOPE OF SERVICES**

2.1 The Scope of Services for this Agreement will encompass each and every service at the same unit cost as set forth in Contractor's response to the Jacksonville Electrical Authority's request for proposals, JEA IFB Number JSC-065-02, dated March 21, 2002, including but not limited to the following: debris removal, technical disaster recovery assistance, transportation, temporary housing, water and ice delivery, and environmental protection and management. Mobilization fees shall be based upon the standard reasonable and customary fee and shall be mutually agreed to by the City and Contractor. A copy of Contractor's response to JEA IFB Number JSC-065-02 is attached and incorporated herein as Exhibit "A" to this Agreement.

3. **SERVICES AND FACILITIES**

3.1 It is understood that, except as otherwise specifically stated in this Agreement and Exhibit "A" to this Agreement, the Contractor shall provide and pay for all labor, tools, equipment, transportation, supervision, and all other services and facilities of any nature whatsoever necessary to execute, complete and deliver the services within the time specified in the Notice-to-Proceed as agreed upon by both parties.

4. **PERMITS AND REGULATIONS**

4.1 Permits and licenses of a temporary nature necessary for the prosecution of the Services shall be secured and paid for by the Contractor unless otherwise stated in this Agreement.

5. **SUPERVISION BY CONTRACTOR**

5.1 The Contractor will supervise and direct all services provided for in the Scope of Services. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The Contractor will employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the Contractor and all communications given to the supervisor by the City's Authorized Representative shall be as binding as if given to the Contractor.

5.2 The name(s) of the supervisor(s) will be supplied to the City for each issuance of a Notice-to-Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

6. **CHANGES IN SERVICES**

6.1 The City and Contractor may at any time order changes within the Scope of Services without invalidating this Agreement. All changes affecting the project's costs or modifications of the terms, conditions, and the Scope of Services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the City and the Contractor. All changes must be recorded on a written Contract Change Order before Contractor may proceed with the changes to the Services provided. Signatory authority for such changes shall be the City Manager or designee.

7. **TERMINATION**

7.1 This Agreement may be terminated by the City upon sixty (60) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the City Manager until said work or service(s)/Task(s) is completed and accepted.

A. **Termination for Convenience.** In the event this Agreement is terminated or cancelled upon the request and for the convenience of City with the required 60-day advance written notice, City shall reimburse Contractor for actual work satisfactorily completed.

B. **Termination for Cause.** Termination by City for cause, default, or negligence on the part of Contractor shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 60-day advance notice requirement is waived in the event of termination for cause.

C. **Termination Due to Unavailability of Funds in Succeeding Fiscal Year** When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be cancelled and the Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not authorized in the price of the supplies or services/Tasks delivered under this Agreement.

8. **TERM OF AGREEMENT**

8.1 The term of this Agreement shall be for three (3) years beginning on the date of acceptance by and signatures of the City and Contractor, whichever comes later.

9. **RENEWAL OF AGREEMENT**

9.1 This Agreement may be renewable for an additional three (3) years upon the concurrence of both parties on any negotiated changes to the terms and specifications contained in this Agreement. Contractor shall notify the City of its

intent to extend this Agreement by no later than 90 days prior tot his Agreement's expiration date. Amended unit costs may be submitted by Contractor to City to reflect the current disaster recovery market value of services set forth in the Scope of Services for this Agreement. Such amendments shall be in writing and shall become part of this Agreement upon the signature of both parties.

**10. INSURANCE AND BONDS**

10.1 Contractor shall name the City as additional insured on Contractor's insurance policies. Contractor shall maintain the following minimum insurance limits for the duration of this Agreement:

- A. Worker's Compensation - Statutory Limits of the State of Florida (or the applicable State at the time of an event);
- B. Commercial General Liability – One Million Dollars (\$1,000,000.00) any single occurrence;
- C. Additional Liability Umbrella – Five Million Dollars (\$5,000,000.00);
- D. Automobile – Five Hundred Thousand Dollars (\$500,000.00);
- E. Pollution Insurance (Contractor only) - One Million Dollars (\$1,000,000.00).

10.2 Required insurance shall be documented in certificates of insurance which provide that the City shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change. New certificates of insurance are to be provided to the City at least fifteen (15) days prior to coverage renewals. Receipt of Certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

10.3 At the City's option the Contractor will furnish a performance and payment bond for any and/or all Notices-to-Proceed. The cost of said bond premium will not be an additional cost to the City.

10.4 Subcontractors shall be required to maintain the same minimum insurance limits as Contractor and Contractor shall provide City with certificates of insurance for each Subcontractor which meets the required insurance minimums of paragraph 10.1.

**11. WARRANTY OF TITLE AND WAIVER OF LIEN**

11.1 The Contractor shall not at any time suffer or permit any lien, attachment, or any other encumbrance under the laws of the State of Florida, or otherwise by any person or persons whomsoever to remain on file with the City against any money due or to become due for any work done or materials furnished under this Agreement or by any reason or claim or demand against Contractor. Such lien, attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment by virtue of this Agreement.

**12. SUBCONTRACTING**

12.1 The Contractor shall be fully responsible to City for the acts and omissions of its subcontractors and of persons directly or indirectly employed by them, as the Contractor is for the acts and omissions of persons employed by it.

12.2 The Contractor shall cause appropriate provisions to be inserted in all subcontractors relative to the services give the Contractor the same powers regards terminating any subcontract that the City may exercise over the Contractor under any provisions of this Agreement.

12.3 Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and the City. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the City upon activation of the Agreement and updated by the Contractor to the City on a biweekly basis during said activation.

12.4 The Contractor shall not use a subcontractor or material supplier against whom the City has a reasonable objection to, and shall make all reasonable attempts to subcontract with local firms currently doing business within the City. All subcontractors will operate in strict accord with Subcontracting Plans and Policies, as well as local, State, and Federal laws governing this type of work.

**13. CITY OBLIGATIONS**

13.1 The City shall furnish all information and documents necessary for the commencement of work, including providing Contractor with valid written Notices to Proceed. A representative will be designated by the City to be the primary contact person for inspecting the work and answering any on-site questions prior to and after activation of this Agreement via a Notice-to-Proceed. Providing inspectors for the monitoring of debris operations shall be the responsibility of the City, as required by Federal law and policy governing those specific operations.

This person shall be the City Manager.

**14. PAYMENT**

14.1 Payment to the Contractor by the City will not be contingent on funding from any source. Contractor shall invoice the City monthly for services performed pursuant to this Agreement. Invoices shall contain a detailed description of services performed and fees. Contractor agrees that it will not be compensated for disposing of any material not defined as "eligible debris" as set forth in 44 C.F.R. 206.224 and the FEMA Debris Management Assistance Policy Guidebook as they may be amended from time to time.

14.2 The Contractor may invoice the City not more than once every fifteen (15) days. Invoices shall be submitted in duplicate to the City Manager, signed by the Contractor and contain a detailed description of the work performed during the invoice period and supported by such data as the City may reasonably require. The City shall, within fifteen (15) working days of receiving such payment request, finalize review of documentation and make payment to Contractor. Contractor will be subject to audit by Federal, State, and local agencies pursuant to audit requirements outlined in the Code of Federal Regulation, Title 44. Payment to the Contractor for services outlined in this Agreement shall not be contingent on funding from any source. Other than the fees set forth in this Agreement, Contractor shall not be entitled to payment for expenses, fees and other costs it may incur at any time and in connection with its performance hereunder.

**15. FEMA REIMBURSEMENTS**

15.1 Contractor shall assist the City in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to the Federal Emergency Management Agency (FEMA), relating to costs arising out of debris management. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation, and submittal of any and all necessary cost substantiation and preparing replies to any and all agency denial or inquiries.

**16. ENTIRE AGREEMENT**

16.1 This Agreement and Attachments referred to herein, contain the entire Agreement of the parties, and there are no other binding promises or conditions in any other Agreement whether oral or written.

**17. JURISDICTION/VENUE**

17.1 The laws of the State of Florida shall govern this Agreement. Venue of this Agreement shall be in Monroe County, Florida.



ON BEHALF OF:  
CITY OF MARATHON, FLORIDA

By: [Signature]  
City Manager

Date: 8/20/02

ATTEST:

Approved as to form and  
Legal sufficiency.

[Signature]  
Katherine V. Selcham  
City Clerk

By: [Signature]  
Nina L. Boniske, City Attorney

ON BEHALF OF:  
GRUBBS EMERGENCY SERVICES, INC.

By: [Signature]  
Title: Anthony Tanner, Vice-President

ATTEST:  
[Signature]  
Marglen Tanner  
Secretary  
MARGLEN TANNER  
Print Name

STATE OF FLORIDA            )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

BEFORE ME, the undersigned authority, personally appeared ANTHONY TANNER, Vice President of Grubbs Emergency Services, Inc., who is personally known to me or who has provided personally known (driver license, passport, military identification, etc.) as identification, deposes and says that he executed the foregoing Agreement on behalf of Grubbs Emergency Services, Inc.

WITNESSES my hand and seal this 29 day of August, 2002.

[Signature]  
Deena B. Hobbs  
Notary Public, State of Florida  
My Commission Expires:

