

SECOND AMENDMENT TO AGREEMENT

between

BROWARD COUNTY

and

BERGERON EMERGENCY SERVICES, INC.

for

DISASTER DEBRIS MANAGEMENT SERVICES

RFP #20080505-0-WRS-01

SECOND AMENDMENT TO AGREEMENT

between

BROWARD COUNTY

and

BERGERON EMERGENCY SERVICES, INC.

for

DISASTER DEBRIS MANAGEMENT SERVICES

RFP #20080505-0-WRS-01

This is a second amendment ("Second Amendment") to the Agreement (hereinafter defined) between BROWARD COUNTY, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("COUNTY"),

AND

BERGERON EMERGENCY SERVICES, INC., a Florida corporation ("SECOND PARTY") (collectively, COUNTY and SECOND PARTY shall hereinafter be referred to as the "Parties").

WHEREAS, the Parties entered into an agreement, dated August 25, 2009, for disaster debris management services, which was amended by a First Amendment, dated May 26, 2010 (collectively, the agreement and the First Amendment shall hereinafter be referred to as the "Agreement"); and

WHEREAS, the Agreement is set to expire on August 25, 2014; and

WHEREAS, the Parties desire to extend the term of the Agreement to November 30, 2014, NOW THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the sufficiency of which are hereby acknowledged, COUNTY and SECOND PARTY agree to amend the Agreement as follows:

1. The recitals set forth in the preamble to this Second Amendment are true, accurate, and deemed as being incorporated herein by this reference as though set forth in full hereunder.

2. Article 3 of the Agreement is hereby amended to read as follows:

Article 3
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on the date it is fully executed by both parties and shall ~~end on the third anniversary of such date; provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. This Agreement may be extended, at the option of the COUNTY, acting through its Contract Administrator, for two (2) additional one (1) year renewals, upon sixty (60) days' written notice to SECOND PARTY prior to the expiration of the then existing term.~~ terminate on November 30, 2014.

3. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this document shall control.
4. Except as modified herein, all terms and conditions contained within the Agreement shall remain in full force and effect and are incorporated herein by this reference.
5. The Agreement, as modified by this document, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in the Agreement, as modified by this document. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
6. Preparation of this Second Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
7. Each individual executing this Second Amendment on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/she signs this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.
8. The Agreement, as amended, is hereby ratified and confirmed.
9. Multiple originals of this Second Amendment may be executed by the Parties, each of which bearing original signatures, shall have the force and effect of an original document.

10. The effective date of this Second Amendment to the Agreement shall be on the date it is fully executed by both Parties.

(REMAINDER OF DOCUMENT INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to the Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20__, and BERGERON EMERGENCY SERVICES, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

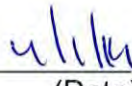
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By: _____

____ day of _____, 20__

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Rm 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By:  4/1/14
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By:  
Noel M. Pfeffer (Date)
Deputy County Attorney

CRC:dmv
3/25/14
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SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
BERGERON EMERGENCY SERVICES, INC. FOR DISASTER DEBRIS
MANAGEMENT SERVICES.

SECOND PARTY

BERGERON EMERGENCY SERVICES, INC.

ATTEST:

By

Printed Name: RONALD W. BERGERON, SR.

Title: PRESIDENT

Secretary

31 day of MARCH, 20 14.

(SEAL)

OR

WITNESSES:

[Signature]
Witness 1 Signature

Brian Thompson
Witness 1 Print/Type Name

[Signature]
Witness 2 Signature

Rebecca Bolen
Witness 2 Print/Type Name