



MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY			
Contract with: <u>DRC, LLC</u>	Contract # _____	Effective Date: <u>06/20/07</u>	Expiration Date: <u>9/20/11</u>
Contract Purpose/Description: Amendment #2 to the Agreement with DRC, LLC for disaster assistance in the removal of storm related marine debris			
Contract Manager: <u>George Garrett</u>	<u>2507</u>	<u>Marine Resources / 11</u>	
(Name)	(Ext.)	(Department/Stop #)	
for BOCC meeting on <u>08/15/07</u> Agenda Deadline: <u>07/31/07</u>			

CONTRACT COSTS			
Total Dollar Value of Contract: \$ <u>107,484</u>	Current Year Portion: \$ _____		
Budgeted? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Account Codes: <u>125-045915-(Wilma)-</u>	_____	_____
Grant: \$ <u>104,010</u>	_____	_____	_____
County Match: \$ <u>5,374.23</u>	_____	_____	_____
ADDITIONAL COSTS			
Estimated Ongoing Costs: \$ _____/yr	For: _____		
(Not included in dollar value above)		(eg. maintenance, utilities, janitorial, salaries, etc.)	

CONTRACT REVIEW				
	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>7-31-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>B. Verman</u>	<u>7-31-07</u>
Risk Management <i>psk</i>	<u>7-30-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>M. Sluud</u>	<u>7-30-07</u>
O.M.B./Purchasing <i>psk</i>	<u>7-27-07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>F. Poy</u>	<u>7/30/07</u>
County Attorney	<u>7/18/07</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>Latricia W. Wood</u>	<u>7/27/07</u>
Comments: _____				
_____				
_____				
_____				

**AMENDMENT 2 TO  
AGREEMENT BETWEEN  
DRC EMERGENCY SERVICES LLC  
AND  
MONROE COUNTY, FLORIDA  
FOR PROFESSIONAL SERVICES**

This Amendment ("Amendment 2") to the Agreement ("Agreement") made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007 by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"), and DRC EMERGENCY SERVICES LLC, a limited liability company organized under the laws of Alabama, authorized to transact business in the State of Florida, its successors and assigns, hereinafter referred to as "DRC". The word "parties" shall refer to both DRC and COUNTY.

**WHEREAS**, DRC was awarded a contract for emergency disaster response for the removal of marine debris, including lobster traps, canal debris, marine debris including abandoned/derelict vessels, and other derelict vessels related to the impacts of hurricanes; and

**WHEREAS**, the Agreement between the parties provides for negotiation of additional terms and conditions; and

**WHEREAS**, through negotiation, the parties have agreed that to amend the contract to allow for direct billing to the County of tipping fees from the final disposal sites incurred during Hurricane Wilma;

**NOW, THEREFORE**, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and DRC agree as follows:

**Section 1. Scope.** The COUNTY and DRC, for the consideration named agree to amend for last full sentence under Exhibit B, Fee Schedule for Marine Trap, Vessel, Canal Clean-up, Marine debris and derelict vessels to read:

"For Hurricane Wilma, October 2005, final disposal sites were designated to be the transfer sites managed by the Solid Waste Management Department of Monroe County. Tipping fees incurred by the Department of Marine Resources under this contract with DRC are a direct cost to the Department of Marine Resources; the Solid Waste Management Department shall be paid in full in arrears by the Department of Marine Resources, utilizing funds appropriated through FEMA Project Worksheet No. 9107, for those tipping fees incurred since October 2005 and through completion of the cleanup. The Department of Marine Resources shall conclude any documentation to accomplish this payment in full by August 30, 2007, in order to finalize Hurricane Wilma cleanup.

In the future tipping fees from final disposal of all canal/waterway debris shall be brought by DRC to designated final disposal facilities on the mainland. Any pass through costs shall be determined upon designation of final disposal facilities on the mainland. No payments will be made to DRC until the determination of the disposal sites and the cost has been included in this contract by amendment. The term pass through refers to the fact that the County will not be charged more than the actual cost of disposal at the mainland disposal site. DRC agrees not to dispose of any canal/waterway debris in Monroe County, all disposal shall be a designated disposal sites on the mainland."

**Section 2. Effective Date.** The effective date of this Contract Amendment is upon signature by both parties. The termination date is established in the Contract to which this is an amendment.

**Section 3. Contract Otherwise Unchanged.** In all other aspects, the Contract remains unchanged and in full force and effect.

**IN WITNESS WHEREOF** each party hereto has caused this Agreement to be executed by its duly authorized representative.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY  
COMMISSIONERS  
OF MONROE COUNTY, FLORIDA

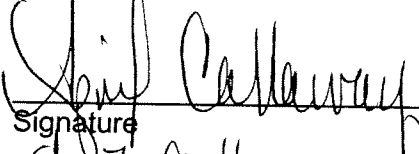
By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor Mario Di Gennaro

Date: \_\_\_\_\_

Date: \_\_\_\_\_


Witness to DRC:

  
Signature

Scott Callaway  
Print Name

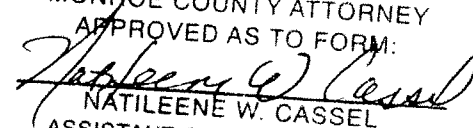
Date: 7-13-07

DRC Emergency Services LLC

BY:   
Authorized to Sign for Corporation

MARK STAFFORD  
Print Name

Date: 7-13-07

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:  
  
NATILEENE W. CASSEL  
ASSISTANT COUNTY ATTORNEY  
Date: 7/27/07