

BOARD OF COUNTY COMMISSIONERS, PASCO COUNTY, FLORIDA

**ADDENDUM  
TO  
AGENDA**

August 11, 2009

10:00 a.m. - Historic Pasco County Courthouse, Board Room, 2<sup>nd</sup> Floor  
37918 Meridian Avenue, Dade City, Florida 33525

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COUNTY COMMISSIONERS

Chairman Jack Mariano, District 5  
Vice-Chairman Pat Mulieri, Ed.D., District 2  
Ted J. Schrader, District 1  
Ann Hildebrand, District 3  
Michael Cox, CFP<sup>®</sup>, District 4

John J. Gallagher, County Administrator  
Jeffrey N. Steinsnyder, County Attorney  
Paula S. O'Neil, Clerk & Comptroller

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Consent:

Office of Management and Budget-Purchasing

Amendment to Agreement No. 05-144 (Office of Emergency Management)-Phillips & Jordan, Inc.-to Extend the Term an Additional Three Years for Disaster Recovery and Debris Removal Services (\$1,500,000.00)  
Memorandum PU09-314  
Recommendation: Approve  
Comm. Dist. All

PASCO COUNTY, FLORIDA  
INTER-OFFICE MEMORANDUM

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TO: Honorable Chairman and  
Members of the Board of  
County Commissioners

DATE: 7/21/2009 FILE: PU09-314

THRU: Michael Nurrenbrock  
OMB Director

SUBJECT: First Amendment to Agreement for  
Disaster Recovery and Debris  
Removal Services—  
Phillips & Jordan, Inc.

FROM: Scott P. Stromer  
Purchasing Director

REFERENCE: RFP No. 05-144  
All Commission Districts

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It is recommended that the data herein presented be given formal consideration by the Board of County Commissioners (BCC).

DESCRIPTION AND CONDITIONS:

On August 22, 2006, the BCC approved award and executed an agreement with Phillips & Jordan, Inc., for disaster recovery and debris removal services. The agreement provides for \$1,500,000.00 during the term of the contract; however, as needed, this amount may be increased if approved and a contract modification is executed by the BCC. The agreement also provides for up to two (2) additional three (3) year extensions after the initial term, which is due to expire on August 21, 2009.

The Office of Emergency Management is requesting a one (1) year extension of the subject agreement to maintain the availability of these critical services.

ALTERNATIVE AND ANALYSIS:

1. Approve staff's recommendation.
2. Disapprove staff's recommendation, whereby new proposals will be solicited for these critical services.

RECOMMENDATION AND FUNDING:

The Purchasing Department recommends that the Board approve the attached agreement amendment, authorize the Chairman to execute the two (2) original documents provided, and direct Board Records to date the amendment as of the date of execution, and distribute the documents as follows: one (1) original to be retained by Board Records; one (1) copy to the Office of Emergency Management, New Port Richey; and (1) one original mailed to:

Dudley Orr, Vice President  
Phillips & Jordan, Inc.  
191 P & J Road  
Robbinsville, NC 28771  
Telephone: (828) 479-3371

Funds are available in Account No. B001-811200-33400 and various accounts of the 2008-09 Fiscal Year Budget, and will be requested in subsequent Fiscal Year Budgets, until expiration or termination of the agreement, contingent upon the BCC's approval of such budgets.

ATTACHMENTS:

1. First Amendment—Agreement For RFP No. 05-144 (Two Originals)

SPS/ss

cc: Michele L. Baker, Chief Assistant County Administrator  
James D. Martin, II, Emergency Management Director  
James D. Johnston, Emergency Operations Coordinator

**FIRST AMENDMENT  
AGREEMENT FOR RFP NO. 05-144**

**THIS FIRST AMENDMENT TO THE AGREEMENT** entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009, between BOARD OF COUNTY COMMISSIONERS OF PASCO COUNTY, FLORIDA ("COUNTY"), and PHILLPS AND JORDAN, INC. ("CONTRACTOR"), whose business address is 191 P and J Road, Robbinsville, North Carolina 28771. ("Party" as to each; collectively the "Parties").

**WHEREAS**, the Parties entered into an Agreement ("Agreement") dated August 22, 2006, whereby the CONTRACTOR agreed to contract on a standby basis to provide emergency debris removal and disaster recovery services; and

**WHEREAS**, the term of the Agreement provides that the COUNTY reserves the right to renew the Agreement for two (2) additional three (3) year periods at the same pricing, structure, scope of services and terms and conditions; and

**WHEREAS**, the Parties now wish to extend the Agreement for an additional one (1) year period; and

**NOW, THEREFORE**, for and in consideration of these promises, of the mutual covenants herein set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. The Agreement is extended for an additional period beginning August 22, 2009, and ending August 21, 2010. Compensation will remain the same.
2. All other terms of the Agreement and its attachments shall continue in full force and effect unless further amended by the Parties.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment to Agreement under their several seals the day and year last written above.

(SEAL)

**COUNTY: Pasco County BOCC**

ATTEST:

By: \_\_\_\_\_  
Paula S. O'Neil  
Clerk and Comptroller  
Pasco County, Florida

By: \_\_\_\_\_  
Jack Mariano, Chairman

ATTEST:

By: Connie H. Nichols  
Connie H. Nichols  
Corporate Secretary  
Phillips and Jordan, Inc.

**CONTRACTOR: Phillips and Jordan, Inc.**

By: Dudley Orr  
Dudley Orr, Vice President

Date: August 6, 2009