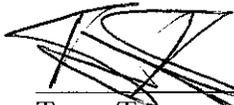


1 **Section 1.** The forgoing "WHEREAS" clauses are hereby ratified and confirmed as
2 being true and correct and are hereby made a specific part of this Resolution upon adoption.

3 **Section 2.** The Village Commission of the Village of Biscayne Park authorizes the
4 appropriate Village officials to execute the Amendment to Agreement for Disaster Debris
5 Monitoring Services between the Village of Biscayne Park and BC Peabody, Inc., substantially
6 in the form attached hereto as Exhibit "2".

7 **Section 3.** This Resolution shall be effective upon adoption.

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10 PASSED AND ADOPTED this 5th day of December, 2017.
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12

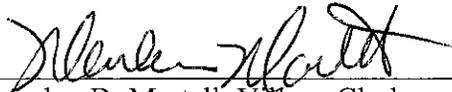
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14 

15
16 _____
17 Tracy Truppman, Mayor

**The foregoing resolution upon being
put to a vote, the vote was as follows:**

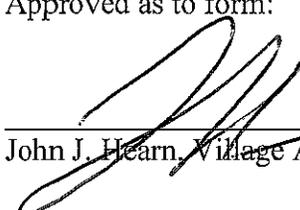
Mayor Truppman: Yes
Vice Mayor Ross: Yes
Commissioner Bilt: Absent
Commissioner Johnson-Sardella: Yes
Commissioner Tudor: Yes

18
19
20
21
22 Attest:

23
24 

25
26 _____
27 Marlen D. Martell, Village Clerk

28
29 Approved as to form:

30
31 
32 _____
33 John J. Hearn, Village Attorney

**AMENDMENT TO AGREEMENT BETWEEN
THE VILLAGE OF BISCAYNE PARK AND BC PEABODY, INC.
FOR DISASTER DEBRIS MONITORING SERVICES**

THIS AMENDMENT is made and entered into the 8th day of January,
2018, by and between:

VILLAGE OF BISCAYNE PARK, FLORIDA
a municipal Florida corporation
640 NE 114th Street
Biscayne Park, Florida 33161
(hereinafter referred to as "VILLAGE")

AND

BC PEABODY, INC.
a Florida corporation
15445 N. Nebraska Avenue
Lutz, Florida 33549
(hereafter referred to as "CONTRACTOR")

WHEREAS, on September 5, 2017, the VILLAGE, through its Mayor, declared a state of emergency; and

WHEREAS, the VILLAGE was in need of a contractor to monitor the removal of post-storm debris which posed a threat to the public safety, health and welfare; and

WHEREAS, staff recommended that the contract be awarded to CONTRACTOR to protect the public health, safety and welfare of the VILLAGE; and

WHEREAS, on September 12, 2017, the VILLAGE and the CONTRACTOR entered into an Agreement for Disaster Debris Monitoring Services, which Agreement is attached hereto and incorporated herein as Exhibit "1"; and

WHEREAS, pursuant to Resolution 2017-48, the Village Commission ratified the Agreement between the parties; and

WHEREAS, an initial cap of \$125,000.00 was placed on the total cost of the services of the CONTRACTOR; and

WHEREAS, the parties have determined that the removal of the post-storm debris has taken longer than anticipated and, therefore, there is a need to increase the not to exceed amount originally agreed upon;

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR to the citizens of Biscayne Park and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1. The above recitals are acknowledged and incorporated herein.

Section 2. The third paragraph of Exhibit "A" attached to the Agreement executed by the parties on September 12, 2017, shall be amended to read as follows:

Payment(s) for such service shall be in accordance with the Agreement. Total costs for this Task Authorization shall not exceed \$225,000.00.

Section 3. All Other Conditions and Terms: All conditions and terms of the Agreement between the VILLAGE and the CONTRACTOR executed on September 12, 2017 not specifically amended herein remain in full force and effect. In the event of any conflict, this Amendment will supersede all other terms. In the event of ambiguity, the most conservative interpretation consistent with the public interest is intended.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

ATTEST:

BY: *Marlen Martell*
Marlen Martell, Village Clerk

BY: *Tracy Truppman*
Tracy Truppman, Mayor

Approved as to form:

John J. Hearn
John J. Hearn, Village Attorney

CONTRACTOR

ATTEST:

BC PEABODY, INC.

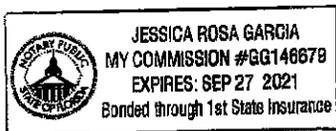
BY: *Kimberly Carpenter*
Kimberly Carpenter
(Print Name)

BY: *Kevin B. Osborn*
Kevin B. Osborn
(Print Name)

STATE OF FLORIDA)
)S.S.
COUNTY OF Hillsborough)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared 15445 N. Nebraska Ave. and acknowledged they executed the foregoing Agreement as the proper official of CONTRACTOR, for the use and purposes mentioned in it and that the instrument is the act and deed of CONTRACTOR.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 8 day of January, 2018.



My Commission Expires:
September 27, 2021

Jessica Rosa Garcia
NOTARY PUBLIC