

**WRITTEN PURCHASE ORDER UNDER COOPERATIVE PURCHASING
PROFESSIONAL SERVICES AGREEMENT**

THIS WRITTEN PURCHASE ORDER, effective as of the 11th day of October, 2018 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and THOMPSON CONSULTING SERVICES, LLC, a foreign limited liability company authorized to transact business in Florida (the "Contractor").

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida, that the County be able to utilize the services of private parties when such services cannot be reasonably provided by the County; and

WHEREAS, the County has a need for consulting services related to Disaster Debris Monitoring ("Debris Monitoring"); and

WHEREAS, the County has received acceptance from the Federal Emergency Management Agency ("FEMA") for the County's Debris Management Plan to participate in the Public Assistance Alternative Procedures Pilot Program for Debris Removal (the "FEMA Program"), which provides for an additional cost share increase by completing Debris Removal projects within a ninety (90) day timeframe; and

WHEREAS, under the terms of the FEMA Program, the County may contract with private parties to perform the Debris Monitoring services; and

WHEREAS, the County has determined that it would be in the best interests of the citizens of Gadsden County, Florida to contract for these services rather than hiring the necessary personnel to perform the services; and

WHEREAS, the Contractor has entered into an Agreement for Disaster Debris Monitoring (Contract 7698, RFP 160256DKR) effective as of April 5, 2017 with Lee County, Florida (the "County Contract"); and

WHEREAS, the County is authorized to utilize existing contracts of other units of local government if the vendor party to the existing contract extends the terms and conditions of the existing contract to the County and the existing contract was awarded pursuant to procedures substantially similar to those required under the County's procurement policy; and

WHEREAS, the County has determined that it may utilize the County Contract; and

WHEREAS, pursuant to Clause 30.1 of RFP160256DKR of the County Contract, the County and Consultant have agreed to utilize and be bound by the terms and conditions of the County Contract, and have executed a Cooperative Purchasing Professional Services Agreement; and

WHEREAS, the Cooperative Purchasing Professional Services Agreement and the County Contract require the County to issue a Purchase Order prior to commencement of work; and

WHEREAS, the County has determined that it is in the best interests of the Citizens of Gadsden County, Florida to contract with the Contractor to provide such services; and

WHEREAS, the County desires to authorize the Contractor to perform such services and the Contractor desires to perform such services, pursuant to and in accordance with the Cooperative Purchasing Professional Services Agreement and the County Contract and this written Purchase Order.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein and in the Cooperative Purchasing Professional Services Agreement and the County Contract, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

The Contractor is authorized to perform all necessary services under the Cooperative Purchasing Professional Services Agreement and the County Contract, subject to the following provisions.

Section XIII, Dispute Resolution, of the County Contract is hereby modified to state that any dispute, action, or proceeding, including mediation, arising out of or related to this Agreement will be exclusively commenced in the state courts of Gadsden County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Northern District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

The Contractor recognizes that the County is a political subdivision of the State of Florida and possesses sovereign immunity rights, and agrees that by entering into the Cooperative Purchasing Professional Services Agreement under the County Contract, the County does not intend and in no way waives any sovereign immunity rights that it possesses.

This written Purchase Order shall constitute notice to proceed immediately with the performance of services under the Cooperative Purchasing Professional Services Agreement and the County Contract, subject to the terms and conditions thereof and as set forth herein.

The Cooperative Purchasing Professional Services Agreement and the County Contract are hereby ratified and affirmed in all other respects and remain in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Amendment effective as of, though not necessarily executed on, the Effective date.

Signed, sealed, and delivered
in the presence of:

**THOMPSON CONSULTING SERVICES, LLC,
a foreign limited liability company
authorized to transact business in Florida**

(1st Witness Signature)

(1st Witness – Printed Name)

(2nd Witness Signature)

(2nd Witness – Printed Name)

By: _____
Its: _____

**GADSDEN COUNTY, FLORIDA, a political
subdivision of the State of Florida**

DESHAUNDRA JACKSON

Interim County Administrator