

**WRITTEN TASK ORDER UNDER AGREEMENT FOR DEBRIS REMOVAL,
REDUCTION, DISPOSAL, AND OTHER EMERGENCY
SERVICES FOLLOWING A DISASTER EVENT**

THIS WRITTEN TASK ORDER, effective as of the 12th day of October, 2018 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and D & J OF ALABAMA, INC. d/b/a D. & J. ENTERPRISES, INC., a foreign corporation 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 debris removal, reduction, disposal, and other emergency services following disaster events ("Debris Removal"); 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 Removal 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, in order to secure the most qualified contractor and lowest cost for these services, the County solicited a request for proposals for such services; and

WHEREAS, the Contractor submitted a response to the solicitation; and

WHEREAS, the County 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 and the Contractor entered into an Agreement for Debris Removal, Reduction, Disposal, and Other Emergency Services Following a Disaster Event, effective October 1, 2015 ("Agreement"); and

WHEREAS, the County and the Contractor entered into an Amendment to the Agreement, effective October 1, 2015; and

WHEREAS, the County and the Contractor entered into an Extension of the Agreement effective October 1, 2018, extending the term of the Agreement for a period of one (1) year through September 30, 2019; and

WHEREAS, under the terms of the Agreement, as Amended by the Amendment and extended by the Extension, the Contractor is only authorized to perform services under the Agreement upon the execution of a written Task Order; and

WHEREAS, the County desires to authorize the Contractor to perform services under the Agreement, as amended by the Amendment and extended by the Extension, and the Contractor desires to perform services under the Agreement, as amended by the Amendment and extended by the Extension, pursuant to and in accordance with this written Task Order.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein and in the Agreement, as amended by the Amendment and extended by the Extension, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

The Contractor shall perform services under the Agreement, as amended by the Amendment and extended by the Extension, in the following geographic area of Gadsden County:

All roadways in the County Road System within the unincorporated area of Gadsden County, and all incorporated areas if authorized by the appropriate municipality pursuant to an interlocal agreement, with the exception of the corporate boundaries of the City of Chattahoochee.

This written Task Order shall constitute notice to proceed immediately with the performance of services under the Agreement, as amended by the Amendment and extended by the Extension, in the geographical area set forth above.

The Agreement, as amended by the Amendment and extended by the Extension, is hereby ratified and affirmed in all other respects and remains in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Signed, sealed, and delivered
in the presence of:

**D & J OF ALABAMA, INC. d/b/a D. & J.
ENTERPRISES, INC., a foreign corporation
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

**WRITTEN TASK ORDER UNDER AGREEMENT FOR DEBRIS REMOVAL,
REDUCTION, DISPOSAL, AND OTHER EMERGENCY
SERVICES FOLLOWING A DISASTER EVENT**

THIS WRITTEN TASK ORDER, effective as of the 15th day of October, 2018 (the "Effective Date"), by and between GADSDEN COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County") and D & J OF ALABAMA, INC. d/b/a D. & J. ENTERPRISES, INC., a foreign corporation 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 debris removal, reduction, disposal, and other emergency services following disaster events ("Debris Removal"); 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 Removal 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, in order to secure the most qualified contractor and lowest cost for these services, the County solicited a request for proposals for such services; and

WHEREAS, the Contractor submitted a response to the solicitation; and

WHEREAS, the County 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 and the Contractor entered into an Agreement for Debris Removal, Reduction, Disposal, and Other Emergency Services Following a Disaster Event, effective October 1, 2015 ("Agreement"); and

WHEREAS, the County and the Contractor entered into an Amendment to the Agreement, effective October 1, 2015; and

WHEREAS, the County and the Contractor entered into an Extension of the Agreement effective October 1, 2018, extending the term of the Agreement for a period of one (1) year through September 30, 2019; and

WHEREAS, under the terms of the Agreement, as Amended by the Amendment and extended by the Extension, the Contractor is only authorized to perform services under the Agreement upon the execution of a written Task Order; and

WHEREAS, the County desires to authorize the Contractor to perform services under the Agreement, as amended by the Amendment and extended by the Extension, and the Contractor desires to perform services under the Agreement, as amended by the Amendment and extended by the Extension, pursuant to and in accordance with this written Task Order.

NOW, THEREFORE, for and in consideration of the foregoing recitals and the mutual covenants, promises, and obligations set forth herein and in the Agreement, as amended by the Amendment and extended by the Extension, the receipt and sufficiency of which are conclusively acknowledged, the parties agree as follows:

The Contractor shall perform services under the Agreement, as amended by the Amendment and extended by the Extension, in the following geographic area of Gadsden County:

All roadways in the County Road System within the unincorporated area of Gadsden County, and all incorporated areas if authorized by the appropriate municipality pursuant to an interlocal agreement.

This written Task Order shall constitute notice to proceed immediately with the performance of services under the Agreement, as amended by the Amendment and extended by the Extension, in the geographical area set forth above.

The Agreement, as amended by the Amendment and extended by the Extension, is hereby ratified and affirmed in all other respects and remains in full force and effect.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK

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

Signed, sealed, and delivered
in the presence of:

**D & J OF ALABAMA, INC. d/b/a D. & J.
ENTERPRISES, INC., a foreign corporation
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
