

**FIRST AMENDMENT OF AGREEMENT
FOR SERVICES**

THIS AGREEMENT is made as of the _____ day of _____, 2010, between **THE CITY OF LEESBURG, FLORIDA** a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ASHBRITT ENVIRONMENTAL, INC.** whose address is 480 S. Andrews Avenue, Suite 103, Pompano Beach, FL 33069 (hereinafter referred to as the "CONTRACTOR").

WITNESSETH:

THAT, on September 24, 2007, the City and Contractor entered into an agreement via Resolution 8007 whereby the Contractor agreed to provide emergency debris removal services to the City (hereinafter referred to as the "Agreement"). **NOW**, the parties wish to amend the provisions of the Agreement to recognize federal requirements and have entered into this Amendment for that purpose.

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement and from other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated by reference herein and made a part hereof.
2. **Amendment.** The parties agree to incorporate the provisions required for Federal Emergency Relief Program debris removal agreements as reflected by ATTACHMENT A.
3. **Modification.** Except as specifically modified by this Amendment, all terms and conditions of the prior agreement shall continue in full force and effect as originally executed. Nothing herein shall be deemed or construed to amend or modify any other contract or undertaking between the City and Contractor other than as defined above.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement for professional services.

CITY OF LEESBURG, FLORIDA

By: _____
Mayor

Attest: _____
City Clerk

Approved
As To Form: _____
City Attorney

"ASHBRITT ENVIRONMENTAL, INC."

By: _____
John W. Noble

Its: Chief Operating Office

Date: 4/29/10

Attachment A

REQUIRED FEDERAL PROVISIONS FOR EMERGENCY RELIEF PROGRAM DEBRIS REMOVAL AGREEMENTS

1.0 Equal Employment Opportunity: The contractor will ensure compliance with all *requirements of* Equal Employment Opportunity (EEO) as set forth under law, executive order, *rules, regulation* (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the U.S. Secretary of Labor and imposed pursuant to 23 U.S.C. 140.

2.0 Americans with Disabilities Act of 1990 (ADA): The contractor will ensure compliance with all requirements imposed by the ADA, and regulations of the federal government issued thereunder.

3.0 Convict Labor: Ensure compliance with the Convict Labor prohibition in 23 U.S.C. 114 whereby Convict Labor cannot be used in Emergency Relief Programs subject to FHWA funding.

4.0 Suspended and Debarred Contractors: FHWA and FEMA prohibit contracts with debarred contractors. Recipients of Federal funds are prohibited from doing business with contractors who have been suspended or debarred. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Contractor awardees shall ensure they solicit offers from, award contracts to, and consent to subcontracts with responsible contractors only.