

## CITY OF DELRAY BEACH 100 NW 1<sup>st</sup> AVENUE, DELRAY BEACH, FL 33444

## AMENDMENT NO. 1 TO SOLICITATION NO. 2016-058 EMERGENCY DEBRIS REMOVAL MONITORING SERVICES

THOMPSON CONSULTING SERVICES, LLC

## CITY OF DELRAY BEACH AMENDMENT NO. 1 TO THE AGREEMENT FOR EMERGENCY DEBRIS REMOVAL MONITORING SERVICES

THIS AMENDMENT NO. 1 to the Agreement for Emergency Debris Removal Monitoring Services dated September 20, 2016, by and between City of Delray Beach, a municipal corporation of the State of Florida (hereinafter referred to as "City"), and Thompson Consulting Services, LLC (hereinafter referred to as "Second Party", a Florida limited liability corporation authorized to do business in the State of Florida, is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_.

## WITNESSETH:

WHEREAS, on September 20, 2016 the City entered into a three-year agreement starting September 27, 2016, with Thompson Consulting Services, LLC, for Emergency Debris Removal Monitoring Services (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the term of the agreement expires on September 30, 2019 with the City having the right to extend the Agreement for two additional one-year terms; and

WHEREAS, Contractor has continued to provide services in accordance with the terms and conditions of the Agreement; and

WHEREAS, the City desires to continue to procure these products and services from Contractor and exercise the first one-year option to renew the Agreement; and

**WHEREAS**, the City determines that it is in the best interest of the City to approve Amendment No. 1 to renew the Agreement through September 30, 2020.

**NOW, THEREFORE**, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

- 1. The above recitals are true and correct and are incorporated herein.
- 2. This Amendment No. 1 extends the Agreement, under the same terms and conditions, for the period of October 1, 2019, through September 30, 2020.
- 3. Except as provided herein, all other terms and conditions of the Agreement remain in full force and effect and are hereby confirmed. The Agreement and this Amendment No. 1 represent the entire understanding between the parties on the issues contained herein, either written or oral, and may only be amended by written instrument signed by both parties.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, the City and Second Party hereto have executed this Amendment as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

BY:

Shelly Petrolia, City Mayor

Approved as to form for legal sufficiency:

Lynn Gelin, City Attorney

CONTRACTOR

Bν Jon Hovle

Printed Name President

Title



COUNTY OF Seminole

The foregoing instrument was acknowledged before me this <u>9</u><sup>m</sup> day of <u>August</u>, 2019, by <u>Jon Hoyle</u>, as <u>President</u> (name of officer or agent, title of officer or agent), of <u>Thompson Consulting Services, LLC</u>(name of corporation acknowledging), a <u>Delaware</u> (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced <u>Personally Known</u> (type of identification) as identification.



Notary Public - State of Florida

City of Delray Beach Emergency Debris Removal Monitoring Services Amendment No. 1