

**FIRST AMENDMENT TO THE AGREEMENT FOR DISASTER
DEBRIS MONITORING SERVICES**

THIS AGREEMENT, dated this _____ day of _____ 2017, by and between:

CITY OF MARGATE, FLORIDA a municipal corporation organized and operating under the laws of the State of Florida, with an address 5790 Margate Blvd., Margate, FL 33063, hereinafter referred to as "City",

and

THOMPSON CONSULTING SERVICES, a corporation authorized to do business in the State of Florida, with a business address of 1135 Townpark Avenue, Suite 2101, Lake Mary, FL 32746, hereinafter referred to as "Contractor". The City and Contractor shall be collectively known as the "Parties"

WHEREAS, on September 18, 2013, the City Commission adopted Resolution No. 12-386, thereby approving the award of an agreement with the Contractor in accordance with the terms, conditions and pricing schedules set forth in RFP 2013-005 for disaster debris monitoring services; and,

WHEREAS, on September 18, 2013, the Parties entered into a contract for disaster debris monitor services consistent with RFP 2013-005, a copy of the agreement is attached hereto as **Exhibit "A"** and incorporated herein (the "Original Agreement"); and,

WHEREAS, the City is seeking to expand the scope of services provided by the Contractor to include Federal Emergency Management Agency ("FEMA") Public Assistance ("PA") grant management services consistent with FEMA's Public Assistance Program and Policy Guide, FP 104-009-2, April 2017 (the "FEMA Guidelines"). The FEMA Guidelines are incorporated herein by reference; and

WHEREAS, the Contractor has agreed to provide the City with FEMA PA grant management services consistent with the FEMA Guidelines and Contractor's Proposal dated November 13, 2017, attached hereto as **Exhibit "B"** and incorporated herein ("Contractor's Proposal").

W I T N E S S E T H

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. The Contractor shall provide the City with FEMA PA grant management services in accordance with the Contractor's Proposal attached hereto as Exhibit "B" and consistent with the FEMA Guidelines. Contractor's compensation for all services rendered pursuant to this First Amendment shall be as set forth in Contractor's Proposal.

SECTION 3. Public Records The City of Margate is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

3.1 Keep and maintain public records required by the City to perform the service;

3.2 Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

3.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City; and

3.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the contractor or keep and maintain public records required by the City to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

The failure of Contractor to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE
APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO
THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC
RECORDS RELATING TO THIS CONTRACT, CONTACT THE
CUSTODIAN OF PUBLIC RECORDS AT**

CITY CLERK
5790 MARGATE BOULEVARD
MARGATE, FL 33063
(954) 935-5327
cityclerk@margatefl.com

SECTION 4. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

SECTION 5. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 6. Each Exhibit referred to in this First Amendment and the Original Agreement, except as repealed herein, form an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

ATTEST:

CITY OF MARGATE:

JOSEPH J. KAVANAGH,
CITY CLERK

BY: _____
ARLENE SCHWARTZ
MAYOR

APPROVED AS TO FORM

OFFICE OF THE CITY ATTORNEY

CONTRACTOR:

THOMPSON CONSULTING SERVICES, LLC

BY: _____

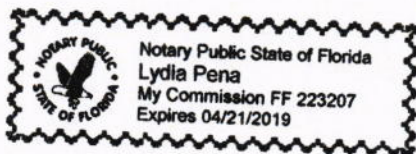
Print Name: Jon Hoyle

Title: President

STATE OF Florida)
) ss:
COUNTY OF Seminole)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Jon Hoyle as President of **THOMPSON CONSULTING SERVICES, LLC**, an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **THOMPSON CONSULTING SERVICES, LLC**, for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 7th day of December, 2017.



NOTARY PUBLIC
Lydia Peña
(Name of Notary Typed, Printed or Stamped)