

10/19/11
10/11-174

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

This First Amendment to the Agreement for Disaster Debris Monitoring Services ("First Amendment") is made and entered into this ____ day of November, 2011, ("Effective Date") by and between the City of Sanibel, Florida ("City") and Neel-Schaffer, Inc. ("Neel-Schaffer"), each of which may be referred to herein individually as "Party" or collectively as the "Parties".

Recitals

WHEREAS, the City and Neel-Schaffer, Inc. entered into an Agreement for Disaster Debris Monitoring Services on December 2, 2008 ("Original Agreement"); and

WHEREAS, Section 10 of the Original Agreement provides that the term of the Agreement is from December 1, 2008 to November 30, 2011; and

WHEREAS, Section 11 of the Original Agreement provides that the Parties may renew the Agreement upon concurrence of both Parties;

NOW, THEREFORE, the Parties agree to the following:

1. The Parties agree that the above-referenced recitals are true and correct, and are incorporated herein.
2. The Parties agree that the Original Agreement shall be renewed for a period of one year, and this renewal period shall be from December 1, 2011 to November 30, 2012.
3. All contractor personnel rates, as reflected on Attachment 2(B) of the Original Agreement, are agreed by the Parties to be hereby reduced by 10% effective upon execution by both Parties of this First Amendment.
4. Except as otherwise provided herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

NEEL-SCHAFFER, INC.

BY: _____

Printed Name: _____

Title: _____

Address: _____

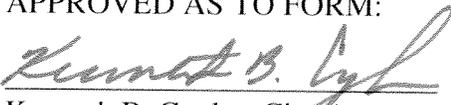
ATTEST:

CITY OF SANIBEL:

Pamela Smith, City Clerk

By: _____
Judith A. Zimomra, City Manager

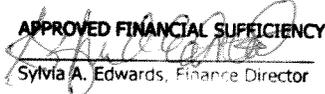
APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney

Date 10/19/11

APPROVED FINANCIAL SUFFICIENCY



Sylvia A. Edwards, Finance Director

10/11-172

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

This First Amendment to the Agreement for Disaster Debris Monitoring Services ("First Amendment") is made and entered into this ____ day of November, 2011, ("Effective Date") by and between the City of Sanibel, Florida ("City") and O'Brien's Response Management, Inc. ("O'Brien's"), each of which may be referred to herein individually as "Party" or collectively as the "Parties".

Recitals

WHEREAS, the City and O'Brien's Response Management, Inc. entered into an Agreement for Disaster Debris Monitoring Services on December 2, 2008 ("Original Agreement"); and

WHEREAS, Solid Resources, Inc. merged by operation of law into O'Brien's Response Management, Inc. effective January 1, 2010; and

WHEREAS, Section 10 of the Original Agreement provides that the term of the Agreement is from December 1, 2008 to November 30, 2011; and

WHEREAS, Section 11 of the Original Agreement provides that the Parties may renew the Agreement upon concurrence of both Parties;

NOW, THEREFORE, the Parties agree to the following:

1. The Parties agree that the above-referenced recitals are true and correct, and are incorporated herein.
2. The Parties agree that the Original Agreement shall be renewed for a period of one year, and this renewal period shall be from December 1, 2011 to November 30, 2012.
3. Except as otherwise provided herein, the terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Contract effective the date first written above.

WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

O'BRIEN'S RESPONSE MANAGEMENT, INC.

BY: _____

Printed Name: _____

Title: _____

Address: _____

ATTEST:

CITY OF SANIBEL:

Pamela Smith, City Clerk

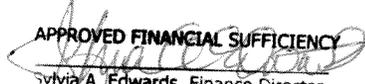
By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney

10/19/11
Date


APPROVED FINANCIAL SUFFICIENCY

Sylvia A. Edwards, Finance Director

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

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WHEREAS, the City and Solid Resources, Inc. entered into an Agreement for Disaster Debris Monitoring Services on December 2, 2008 ("Original Agreement"); and

WHEREAS, Solid Resources, Inc. merged by operation of law into O'Brien's Response Management, Inc. effective January 1, 2010; and

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WITNESS:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

O'BRIEN'S RESPONSE MANAGEMENT, INC.

BY: _____

Printed Name: _____

Title: _____

Address: _____

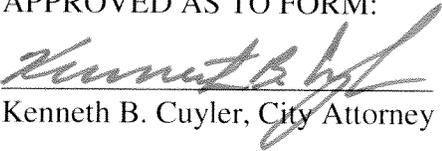
ATTEST:

CITY OF SANIBEL:

Pamela Smith, City Clerk

By: _____
Judith A. Zimomra, City Manager

APPROVED AS TO FORM:



Kenneth B. Cuyler, City Attorney

Date 10/19/11



APPROVED FINANCIAL SUFFICIENCY
Sylvia A. Edwards, Finance Director