

Amendment 1 To Professional Services Agreement Between

The City of Sanibel, Florida and Thompson Consulting Services, LLC

This Amendment 1 (Amendment) to Professional Services Agreement between Thompson Consulting Services, LLC and the City of Sanibel, Florida for Disaster Debris Monitoring Services, is made and entered into by and between Thompson Consulting Services, LLC (Consultant) and the City of Sanibel, Florida (Client).

Recitals

WHEREAS, the Consultant and the Client entered into an agreement between Thompson Consulting Services, LLC and the City of Sanibel, Florida for Disaster Debris Monitoring Services, on June 5, 2019 (Agreement).

WHEREAS, The Consultant and Client desire to amend the Agreement through this Amendment, by exercising the first renewal option and updating the Consultant's Billing Rates using Consumer Price Index as basis.

NOW THEREFORE, in consideration of the foregoing recitals which are incorporated herein by reference, and other specific consideration set forth in this Amendment the receipt and sufficiency of which is acknowledged by Consultant and Client, the parties agree to amend the Agreement as follows:

- 1. The Consultant and Client agree that the foregoing recitals are true, correct and material to this Agreement.
- 2. The Consultant and Client agree to exercise the first renewal option described in Clause 11 Renewal of Agreement. Upon execution of this Amendment, the Agreement shall continue in full force and effect until its new expiration date of December 31, 2024.
- 3. The Consultant and Client agree to modify Consultant's Billing Rates as set forth in Attachment 2(A) and Attachment 2(B) of the Agreement in accordance with Clause 11 Renewal of Agreement in the Agreement. Upon execution of the Amendment, Consultant's Billing Rates as set forth in Attachment 2(B) of Agreement shall be as follows:

Series: CPI-U, U.S. City Average, All Items, 1982-84

| | June 2019 | October 2022 |
|----------------------------------|-----------|--------------|
| CPI for Current Period | 256.143 | 298.012 |
| Less CPI for Previous Period | | 256.143 |
| Equals Index Point Change | | 41.869 |
| Divided by Previous Period CPI | | 256.143 |
| Equals | | 0.1635 |
| Result Multiplied by 100 | | 100 |
| Equals Percent Change | | 16.35 |

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| <u>Position</u> | June 2019 | October 2022 |
|---|-----------|--------------|
| Project Manager | 65.00 | 75.63 |
| Operations Manager | 55.00 | 63.99 |
| GIS Analyst | 55.00 | 63.99 |
| Field Supervisor | 49.00 | 57.01 |
| TDSR Site / Tower Monitor | 31.50 | 36.65 |
| Collection Site Monitor | 31.50 | 36.65 |
| Billing and Invoice Analyst | 39.00 | 45.38 |
| Project Assistant | 25.00 | 29.09 |
| Field Coordinator (Roving Monitor) | 31.50 | 36.65 |
| Automated Debris Management System (ADMS) | 2.50 | 2.91 |

- 4. This Amendment including any exhibits, sets forth the entire modification to the Agreement with respect to the products and services provided under this Amendment, unless the Agreement is otherwise amended or modified, and supersedes all prior proposals, agreements, and communications, both written and oral.
- 5. This Amendment is incorporated by reference in the Agreement as if fully set forth therein. Except as provided herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the Consultant and Client. In the event of any conflict or inconsistency between the provisions set forth in this Amendment and the Agreement, this Amendment shall govern and control.

| In witness whereof, the parties herein have executed this Amendment as of theday of, 2022 | | |
|---|--------------------------|--|
| Thompson Consulting Services, LLC | City of Sanibel, Florida | |
| By: | By: | |
| Name: | Name: | |
| Title: | Title: | |
| Date: | Date: | |

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