<u>Disaster Debris Monitoring Services (Additional Levels of Service)</u> RFP 2019-008

AMENDMENT # 2___

THIS **SECOND AMENDMENT** TO THE AGREEMENT is made as of this 1st day of 0ctober 2024, between the City of Coral Gables (hereinafter called the City") and Goodwyn Mills Cawood, LLC (hereinafter called the "Assignee") collectively referred to as "the Parties".

RECITALS

WHEREAS, the City and Witt O'Brien's, LLC (hereinafter called the "Assignor") entered into an Agreement effective March 13, 2020, for Disaster Debris Monitoring Services (Additional Levels of Service) RFP 2019-008 (the "Agreement"); and

WHEREAS, on May 19, 2023, the City and Assignor exercised the option to renew under the Agreement effective May 23, 2023, through May 22, 2025; and

WHEREAS, on April 10, 2024, the Assignor notified the City of its desire to transfer certain assets of the business assets of "Witt O'Brien's, LLC" to the Assignee, including the Agreement; and

WHEREAS, in Accordance with Section XVII of the Agreement, the City hereby provides its written consent to the assignment of the Agreement to the Assignee; and

WHEREAS, the Assignee is authorized to do business in Florida; and

WHEREAS, the Assignee notified the City on June 27, 2024, of the assignment and assumption of the Agreement from the Assignor to the Assignee; and

NOW, THEREFORE, the Parties agree, understand, accept, and acknowledge that through this Amendment, the Agreement for Disaster Debris Monitoring Services (Additional Levels of Service) RFP 2019-008 is hereby modified as follows:

- 1. The above recitals are true and correct and are incorporated herein as part of this Agreement.
- 2. The Assignor has assigned to the Assignee all its rights, title, interest, and obligations in and to the Agreement.
- 3. The Assignee has accepted the assignment of the Agreement and has assumed and agreed to perform all the duties and obligations of the Assignor under the Agreement and has agreed to be liable and subject to all terms and conditions to which the Assignor is subject to under the Agreement.
- 4. Upon execution of this amendment, and for purposes of interpreting the Agreement, all references to the Assignor or Contractor under the Agreement shall hereinafter be deemed to refer to the Assignee.

5. All written notices to the Contractor under the Agreement shall be addressed to:

Goodwyn Mills Cawood, LLC Attn: Victoria Kelley 2660 Eastchase Lane, Suite 200, Montgomery, Alabama 36117 601-508-6820 victoria.kelley@gmcnetwork.com

6. All other terms of the conditions of the Agreement remain unchanged and in effect.

Print Name: Kelly Stouffer

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

Approved as to Insurance:	AS TO CITY:
Marjorie Tapia	DocuSigned by:
Risk Manager	Amos Rojas, Jr.
Risk Management Division	City Manager
	Signed by:
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Approved by Department Head	120070424262406
or head of negotiations team as to the negotiated business terms:	Joe Gomez Assistant City Manager
the negotiated business terms.	Assistant City Manager
DocuSigned by: LANGEST C31748436	
Hermes Diaz	
Public Works Director	
Approved as to compliance with applicable	ATTEST: Signed by:
Approved as to compliance with applicable Procurement Requirements:	O CORAL DES
DocuSigned by:	DocuSigned by:
Chief Wall-Garan	26947DGARGAFF
Celeste S. Walker-Harmon	Billy Y. Urquia
Chief Procurement Officer	City Clerk
	APPROVED AS TO FORM
Approved as to Funds Appropriation:	AND LEGAL SUFFICIENCY:
DocuSigned by:	DocuSigned by:
Janet -	Cistina M. Scaley
Diana M. Gomez	Cristina M. Suárez
Finance Director	City Attorney
ATTEST:	AS TO ASSIGNOR:
	\mathcal{V} , , \mathcal{U}
	Robert Ramsey
Corporate Secretary Chief Financial Officer	Title: EVP, Disaster Recovery
MILLS CAMPI	D' (N. Dahart Damasa)
Print Name: Amanda Davis	Print Name: Robert Ramsey
(SEAL) (OR) (SEAL)	
(SEAL) (OR) SEAL	
WITNESSES (2):	AS TO ASSIGNEE:
Kim West	Cheryl Joiner
Print Name:	·
	Director of Contracts & Compliance
Kelly Stouffer	Director of Contracts & Compliance Title: Cheryl Joiner Print Name: