

**FIRST AMENDMENT
TO AGREEMENT**

THIS FIRST AMENDMENT (the “First Amendment”) to Agreement is made and entered into this **20th day of August, 2008** by and between the CITY OF NAPLES, a Florida Municipal Corporation (the “City”), and **Olympic Compactor Rentals, Inc.** (the “Contractor”).

W I T N E S S E T H

WHEREAS, the City and the Contractor entered into that certain Agreement to furnish Professional Services dated **2nd day of November, 2005 (Resolution 05-11016)** (the “Original Agreement”) **for the rental of reconditioned self-contained roll-off compactors** (‘Project’); and

WHEREAS, the parties desire to amend the Original Agreement by this First Amendment so that the Contractor will provide additional services pursuant to the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. The scope of services shall be amended in accordance with Exhibit “A” attached hereto and incorporated herein for the provision of an additional compactor at a rate of \$525.00 per month an annual not-to-exceed increase to the contract of **\$6,300.00, which will increase the annual contract amount to not-to-exceed \$36,120.00.**
3. The terms of this First Amendment shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Amendment, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.
4. This First Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the City and the Contractor have caused this First Amendment to be duly executed by their duly authorized officers, all as of the day and year first above written.

CITY:

ATTEST:

CITY OF NAPLES, FLORIDA

By: _____
Tara Norman, City Clerk

By: _____
A. William Moss, City Manager

Approved as to form and legal sufficiency:

By: _____
Robert D. Pritt, City Attorney

Olympic Compactor Rentals, Inc.

witness

By: _____

Name: _____

Title: _____



P.O. Box 800336, HOUSTON, TX 77280-0336
1-800-722-5371

August 1, 2008

City of Naples
Director of Solid Waste
735 Eighth Street South
Naples, FL 34102

RE: Solid Waste Compactor Rental at Cambier Bandstand, 780 Fifth Avenue South

Director of Solid Waste:

Olympic Compactor Rentals, Inc. currently provides one (1) Accurate 255HD-30 cubic yard self-contained compactor on a rental agreement at Cambier Bandstand, 780 Fifth Avenue South in Naples, Florida.

Olympic purchased, installed and provides all maintenance under our rental program. Olympic retains all ownership of equipment. The monthly rental fee of \$525.00 has been fixed since the installation date of June 15, 2006.

The rate is comprised of the standard monthly rental fee of \$475.00, plus an additional \$50.00 monthly for specialty equipment required to accommodate the single-phase electrical outlet (normal equipment and rates are based on 3-phase electrical supplied by F.P.L.)

Olympic will offer these rates and equipment on a fixed one (1) year renewal contract.

Please feel free to contact me with any questions.



Chip Panciocco
General Manager
Olympic/All States
1-800-722-5371

CP/cl