

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**
(Planning & Zoning Consulting Services)

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Second Amendment”) is entered into this ____ day of ^{9/3/2015}____, 2015, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **The Mellgren Planning Group Inc.**, a for profit corporation organized and existing under the laws of the State of Florida, having its principal office at 3350 NW 53rd Street, Suite 101, Ft. Lauderdale, FL 33309 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties” and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, on October 31, 2014, the City entered into an Professional Services Agreement with Consultant (“Agreement”), to prepare the Evaluation and Appraisal Report based amendment to the North Miami Comprehensive Plan (“Comprehensive Plan”), pursuant to pertinent sections of Chapter 163, Florida Statutes (2014) and applicable Rules of the Florida Administrative Code for transmission to the Florida Department of Economic Opportunity and all other applicable agencies (“Services”); and

WHEREAS, the City desires to amend the Agreement, as amended by the First Amendment, to include additional Services to expand the scope of the Comprehensive Plan to include, among other things, consideration of greater densities and heights (“Additional Services”); and

WHEREAS, the City Manager finds that entering into an agreement with Consultant for the provision of Additional Services, pursuant to the terms, conditions, and specifications contained in the Contract Documents, is in the best interest of the City.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein, the Parties agree as follows:

1. **ARTICLE 2. CONTRACT DOCUMENTS** – Article 2 of the Agreement, is hereby amended to include this Second Amendment and Consultant’s revised Scope of Services, attached hereto as Exhibit “A”.
2. **ARTICLE 3. TERM** – Article 3 of the Agreement, is hereby amended to extend the Term of Agreement required for the completion of Additional Services, through January 21, 2016.
3. **ARTICLE 4. COMPENSATION** – Article 4 of the Agreement, is hereby amended to include additional compensation to Consultant for Additional Services performed under this Second Amendment, in the amount not to exceed Twenty Thousand Dollars (\$20,000.00).

4. **ARTICLE 5. SCOPE OF SERVICES** – Article 5 of the Agreement, is hereby amended to include the Consultant’s Scope of Services for Additional Services, attached hereto as Exhibit “A”.
5. **ARTICLE 6. CITY’S TERMINATION RIGHTS** – Article 6 of the Agreement, is hereby amended to allow the City Manager, as opposed to the “City”, to terminate this Second Amendment, in his sole discretion at any time, with or without cause.
6. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.
7. This Second Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns, and personal representatives.
8. All other terms, conditions and requirements of the Agreement which have not been modified by this Second Amendment, shall remain in full force and effect.
9. The Parties agree that this Second Amendment is incorporated into and made part of the Agreement executed by the Parties on October 31, 2014, attached hereto as “Exhibit B”.
10. This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

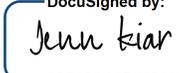
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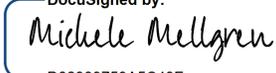
IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed by their respective and duly authorized representatives effective as of the date first written above:

ATTEST:

The Mellgren Planning Group Inc., a Florida for-profit corporation,
"Consultant":

Corporate Secretary or Witness:

DocuSigned by:

By: _____
80FA2AA3D468488
Jenn Kiar
Print Name: _____
9/3/2015
Date: _____

DocuSigned by:

By: _____
D82989759A5C49F...
Michele Mellgren
Print Name: _____
9/3/2015
Date: _____

ATTEST:

City of North Miami, a Florida municipal corporation: **"City"**

DocuSigned by:

By: _____
2C7010872EE8414
Michael A. Etienne, Esq.
City Clerk

DocuSigned by:

By: _____
AD8C42C3AF4E44B...
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DocuSigned by:

By: _____
F2F9146943844E7...
Roland C. Galdos
Interim City Attorney