

**CITY OF NORTH MIAMI
FIRST AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
(Planting Site Inventory & Canopy Assessment Master Plan)**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Amendment”) is made and entered into this ____ day of 5/1/2015, 2015, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **Natural Resource Planning Services, Inc.**, d/b/a **Legacy Arborist Services**, a for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 32745 Pennsylvania Avenue, San Antonio, FL 33576 (“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 December 8, 2014, the City entered into an Agreement with Consultant (“Agreement”), for the provision of a plant-site inventory and the development of a comprehensive urban tree canopy assessment master plan utilizing tree inventory and planting site data, to determine the degree of existing tree canopy, identify areas needing reforestation, utilize existing data to make planting decisions, and to develop a long-term comprehensive tree master plan focusing on urban forest recovery (collectively referred to herein as, “Services”); and

WHEREAS, Sections 3.1, 3.2 and 15.4 of the Agreement, allows for extensions, adjustments and modifications to the Term of Agreement, with the written approval of the City; and

WHEREAS, the Parties have identified the need to extend the Term of Agreement to allow Consultant a reasonable period of time in which to complete the Services, pursuant to the terms, conditions and specifications contained in the Agreement; and

WHEREAS, the City Manager finds that entering into this First Amendment for the sole purpose of fulfilling the obligations of the existing Agreement, is in the best interest of the City.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. The Parties agree that this First Amendment is incorporated into and made part of the Agreement dated, December 8, 2014, attached hereto as “Exhibit 1”).
3. The Parties hereby amend the Agreement to extend the Term ending on April 31, 2015 to July 31, 2015.

4. The Consultant shall not be entitled to any additional compensation for Services under the Agreement, as amended hereto.

5. The City Manager shall have the right to terminate this Agreement, in his sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. The City shall not be liable to Consultant for any compensation, or for any consequential or incidental damages or loss of profits.

5.1 The City shall pay Consultant compensation for Services rendered up to the effective date of such termination. Consultant shall stop Services on the date specified in the written notice. Such termination shall not release Consultant from any obligations accruing prior to the effective date of termination.

6. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

7. This First Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

8. All other terms of the Agreement, which have not been modified by this First Amendment, shall remain in full force and effect.

9. This First 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.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Natural Resource Planning Services, Inc., d/b/a
Legacy Arborist Services, a Florida for-profit
corporation,
"Consultant":

Corporate Secretary or Witness:

DocuSigned by:
Lisa Parker
By: CB118D0198D24B4...
Print Name: Lisa Parker
Date: 4/29/2015

DocuSigned by:
Erin Givens
By: E82D19C428204D3...
Print Name: Erin Givens
Date: 4/29/2015

ATTEST:

City of North Miami, a Florida municipal
Corporation,
"City":

DocuSigned by:
MA
By: 2C7D10872EE841A...
Michael A. Etienne
City Clerk

DocuSigned by:
Aleem Ghany
By: AD8C42C9AFAE44B...
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DocuSigned by:
Regine Monestime
By: 9787BB04BC7F413...
Regine M. Monestime
City Attorney