



CITY OF DELRAY BEACH
100 NW 1st AVENUE, DELRAY BEACH, FL 33444

AMENDMENT NO. 1 TO
SOLICITATION NO. 2016-067
GENERAL PLANNING SERVICES AGREEMENT

THE MELLGREN PLANNING GROUP INC.

CITY OF DELRAY BEACH
AMENDMENT NO. 1 TO
GENERAL PLANNING SERVICES AGREEMENT

THIS AMENDMENT NO. 1 to the General Planning Services Agreement dated July 12, 2016, by and between City of Delray Beach, a municipal corporation of the State of Florida ("City"), and The Mellgren Planning Group Inc. ("Second Party"), is dated into this ____ day of _____, 2017.

WITNESSETH:

WHEREAS, on July 12, 2016, City entered into a one year agreement with Second Party for general planning services ("Agreement"); and

WHEREAS, the Agreement inadvertently stated that City may renew the Agreement term for a one (1) time, two (2) year renewal period rather than two (2), one (1) year renewal periods, as set forth in Solicitation No. 2016-067; and

WHEREAS, the current term of the Agreement is due to expire on July 11, 2017 and the City would like to exercise the first, one (1) year renewal period to renew the Agreement through July 11, 2018; and

WHEREAS, Second Party agrees to continue to provide services to City in accordance with the terms and conditions of the Agreement; and

WHEREAS, the City has determined that in order to proceed with the proposed, extensive Comprehensive Plan amendments as well as other tasks as enumerated in the scope of services, it is necessary to increase both the total compensation of the Agreement from \$75,000 to \$270,000 as well as the amount of reimbursables from \$1,000 to \$3,000; and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the parties do agree that the Agreement is amended as follows:

1. The above recitals are true and correct and are incorporated herein.
2. Section 3.2 of Article 3 is hereby deleted in its entirety and replaced with the following:

3.2 All duties, obligations, and responsibilities of Second Party required by Amendment No 1 to the Agreement shall be completed no later than one year after execution by the City of Delray Beach, unless renewed again by City. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement. Upon mutual acceptance by City and Second Party, City may renew the Agreement, as modified by Amendment No. 1, for one (1) final, one (1) year period.

3. This Amendment No. 1 renews the Agreement, under the same terms and conditions, for the period of July 12, 2017 through July 11, 2018 for the first of two (2) annual renewal periods.

4. Section 4.1 of Article 4 is hereby deleted in its entirety and replaced with the following:

4.1 City will pay Second Party, in the manner specified in Section 4.3, the total not to exceed amount of two hundred seventy thousand Dollars (\$270,000.00) for work actually performed and completed pursuant to this Agreement and Three Thousand Dollars (\$3,000.00) for all reimbursables provided for in Section 4.2, which amounts shall be accepted by Second Party as full compensation for all such work and expenses. Second Party acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Second Party for its services and expenses related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Second Party's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

5. Subsection 4.2.1 of Article 4 is hereby deleted in its entirety and replaced with the following:

4.2.1 In accordance with and pursuant to the City's procurement code and subject to the limitations set forth below, reasonable expenses, which are directly attributable to the Project may be charged at no more than actual cost. The maximum sum which may be charged for expenses shall not exceed Three Thousand Dollars (\$3,000.00), and shall be limited to the following:

- a) Identifiable transportation expenses in connection with the Project, subject to the limitations of Section 112.061, Florida Statutes. Transportation expenses to locations outside the Miami-Dade/Broward/Palm Beach County area or from locations outside the Miami-Dade/Broward/Palm Beach County area will not be reimbursed unless specifically authorized in advance and in writing by the Contract Administrator. Transportation expenses to and from locations within the Miami-Dade/Broward/Palm Beach County area will not be reimbursed.
- b) Cost of printing drawings and specifications which are required by or of Second Party to deliver services set forth in this Agreement.

6. All other Sections of the Agreement shall remain in full force and effect as set forth in the Agreement and there shall be no changes to the Agreement with the exception of those items specifically set forth in this Amendment No. 1. Further, the parties agree as follows:

- a. This Amendment No. 1 may be modified only by the mutual and written consent of both parties; and
- b. If any provision or any portion contained in this Amendment No. 1 is held unconstitutional, invalid or unenforceable, the remainder of this Amendment No. 1, or portion thereof, shall be deemed severable, shall not be affected and shall remain in full force and effect.

7. This Amendment No. 1 shall be attached to the current Agreement entered into by and between the City and Second Party on July 12, 2016 and shall become a part thereof.

IN WITNESS WHEREOF, the City and Second Party hereto have set their hands and corporate seals on this _____ day of _____, 2017.

ATTEST:

CITY OF DELRAY BEACH

City Clerk

BY: _____
Cary D. Glickstein, Mayor

Approved as to form for legal sufficiency:

R. Max Lohman, City Attorney

SECOND PARTY
(The Mellgren Planning Group, Inc.)

By: Michele Mellgren

MICHELE MELLGREN
Printed Name

PRES.
Title

(SEAL)

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18th day of April, 2017, by Michele Celeste Mellgren as President (name of officer or agent, title of officer or agent), of The Mellgren Planning Group, Inc. (name of corporation acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced Florida Driver's License (type of identification) as identification.

Kelly Ann Simmons
Notary Public – State of Florida

