

CITY OF NORTH MIAMI
AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
(33-11-12 PB)

THIS AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Amendment") is entered into this 14 day of October, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125th Street, North Miami, FL 33161 ("City"), and **S. Davis & Associates, P.A.**, a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business office at 2521 Hollywood Boulevard, Hollywood, FL 33020 ("Contractor"). The City and Contractor shall collectively be referred to as the "Parties".

RECITALS

WHEREAS, on May 1, 2012, the City executed a Professional Services Agreement with Contractor ("Agreement") for the provision of accounting, financial reporting, technical support, and other related accounting services as required by the City Finance Department ("Services"); and

WHEREAS, the Contractor was selected after establishing the criteria, qualifications, and references most advantageous the City, in its response to the City's request for quotation ("Proposal"); and

WHEREAS, the City administration desires to amend the Agreement in order to continue to obtain Services pursuant to the Proposal, which are essential for the City's financial operations and responsibilities.

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

1. This Amendment is incorporated into and made part of the Agreement executed by the Parties on May 1, 2012, attached hereto as "Exhibit A".
2. **Article 3. TIME FOR PERFORMANCE** - Section 3.1 of the Agreement is hereby modified to provide a Time for Performance of One (1) year from the effective date of this Amendment, for the completion of Services.
3. **Article 4. COMPENSATION**- Section 4.1 of the Agreement is hereby amended to reflect an additional amount not to exceed Forty Thousand Dollars (\$40,000.00) for the provision of additional Services included in Contractor's *Scope of Services Addendum 1* for Technical Support Services, attached hereto as "Exhibit B".
4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

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

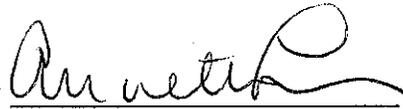
6. All other terms of the Agreement which have not been modified by this Amendment, shall remain in full force and effect.

7. This 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.

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

ATTEST:

**Corporate Secretary or Witness
for Contractor:**

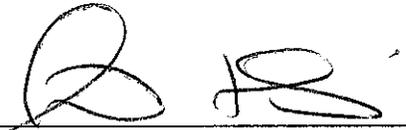
By: 

Print Name: Annette Lewis

Date: 10/18/12

S. Davis & Associates, P.A., a Florida for-profit corporation:

"Contractor"

By: 

Print Name: Shaun Davis

Date: 10/18/12

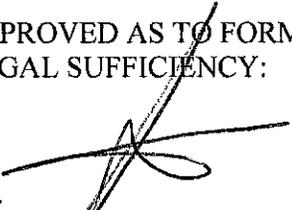
ATTEST:

By: 
Michael A. Etienne
City Clerk

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

By: 
Stephen E. Johnson
City Manager 

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

By: 
Regine M. Monestime
City Attorney