

**THIRD AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT  
FOR MEAL DISTRIBUTION SERVICES**

**THIS THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** (“Amendment”) is entered into on \_\_\_\_\_, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125<sup>th</sup> Street, North Miami, Florida (“City”), and **CONSTRUCTION CATERING, INC.**, a Florida for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 347 W 23 Street, Hialeah, FL 33010 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”.

**RECITALS**

**WHEREAS**, on October 29, 2020, the City entered into a Professional Services Agreement (“Agreement”) with Construction Catering, Inc. (“Contractor”); and

**WHEREAS**, on April 14, 2021, the City executed a First Amendment to the Professional Services Agreement to extend the term of the Agreement and to increase the compensation to Forty Thousand Dollars (\$40,000.00); and

**WHEREAS**, on July 30, 2021, the City executed a Second amendment to the Professional Services Agreement to increase the compensation to Fifty Thousand Dollars (\$50,000.00); and

**WHEREAS**, the City desires to amend the Agreement a third time to extend the term of the agreement to September 30, 2022, and add an additional Forty Thousand Dollars (\$40,000.00) to the allocation for a total compensation in the amount of Ninety Thousand Dollars (\$90,000.00); and

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

1. **Article 4. COMPENSATION-** is hereby amended to reflect an extension to the term of the agreement to September 30, 2022, and addition of Forty Thousand Dollars (\$40,000.00) in compensation for Services for a total compensation amount not to exceed Ninety Thousand Dollars (\$90,000.00).
2. All other terms and conditions of the Agreement (attached hereto as “Exhibit B”) remain in full force and effect.

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

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

ATTEST:  
Corporate Secretary or Witness:

Construction Catering, Inc.  
**“Contractor”:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

City of North Miami, a Florida municipal corporation: **“City”**

By: \_\_\_\_\_

By: \_\_\_\_\_

Vanessa Joseph, Esq.  
City Clerk

Theresa Therilus, Esq.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Jeff P. H. Cazeau  
City Attorney