

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day
of _____, 2019, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

KEITH AND ASSOCIATES, INC., a Florida corporation, having its
office and place of business at 301 E. Atlantic Blvd., Pompano Beach,
FL 33060, hereinafter referred to as "CONSULTANT."

WHEREAS, the parties entered into an agreement for professional consulting services on
March 27, 2019, ("Original Agreement"), and approved by City Ordinance No. 2019-40; and

WHEREAS, the CONSULTANT and CITY have mutually agreed to substitute Exhibit A
Scope of Work; and to amend certain terms and conditions of the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and
payments herein set forth CITY and CONSULTANT agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein
incorporated by this reference.

2. The original Agreement effective March 27, 2019, a copy of which is attached hereto and made a part hereof as Exhibit "A," shall remain in full force and effect except as specifically amended hereinbelow.

3. That Paragraph 7, Price Formula, Payments and Invoices, of the Original Agreement is hereby amended to read as follows:

7. Price Formula, Payments and Invoices.

A. Price Formula. City agrees to pay Consultant for performance of the Work set forth in this Agreement as follows:

Services and reimbursable expenses shall not exceed ~~three hundred and seventy three thousand two hundred and fifty dollars (\$373,250.00)~~ four hundred and thirty one thousand two hundred and fifty dollars (\$431,250.00).

...

4. The attached Exhibit "A" is hereby substituted for, and in all references replaces, that Exhibit "A", which was attached to, referenced and made a part of the Original Agreement.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPAÑO BEACH

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by **REX HARDIN** as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONSULTANT"

Keith and Associates, Inc.

Witnesses:

Yuen Tse Co
Signature

Yuen Tse Co
Name Typed, Printed or Stamped

By: Paul Weinberg
Paul Weinberg, Vice President of Planning and
Landscape Architecture

Kristen L. Ruwell
Signature

Kristen L. Ruwell
Name Type, Printed or Stamped

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 17th day of June, 2019, by Paul Weinberg, as Vice President of Keith and Associates, Inc., a Florida corporation, on behalf of the corporation. She is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



STEPHANIE RUWELL
Commission # GG 196842
Expires June 7, 2022
Bonded Thru Budget Notary Services

Stephanie Ruwell
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

GG 196842
Commission Number