

**SECOND AMENDMENT TO THE AGREEMENT
THE MELLGREN PLANNING GROUP, INC**

THIS SECOND AMENDMENT, made and entered into this ____ day of _____, 2020, by and between:

CITY OF MARGATE, FLORIDA, a municipal corporation organized and existing under the laws of the State of Florida, 5790 Margate Blvd., Margate, Florida, 33063, (hereinafter referred to as "CITY"); and **The Mellgren Planning Group, Inc.**, 3350 NW 53rd Street, Suite 101, Fort Lauderdale, Florida 33309, a for-profit organization (hereinafter referred to as "CONTRACTOR").

WHEREAS, CITY and CONTRACTOR entered into an Agreement dated October 3, 2018 for Comprehensive Plan Amendment Consulting Services pursuant to Request for Proposal (RFP) 2018-022a with a notice to proceed date on or about December 7, 2018 (hereafter "Agreement"); and

WHEREAS, CITY and CONTRACTOR entered into the 1st Amendment to the Agreement dated November 6, 2019 extended the Agreement to June 2, 2020 without incurring additional costs; and

WHEREAS, CITY and CONTRACTOR mutually desire to amend certain provisions to restructure tasks associated with the Agreement and repurpose funds previously allocated to those tasks within the Agreement through this Second Amendment to the Agreement (hereafter "Amendment").

NOW, THEREFORE, in consideration of the mutual covenants and conditions as herein expressed and of the faithful performance of all such covenants and conditions, the parties do mutually agree as follows:

- 1. Term of Agreement.** Pursuant to Article 3 of the Agreement, the term of the Agreement is hereby extended through January 27, 2021.
- 2. Tasks.** Pursuant to Article 4 of the Agreement, the restructuring of tasks and repurpose of funds is outlined in Exhibit A attached hereto. The intent of the restructuring of tasks is to have CONTRACTOR successfully process the Margate 2.0 Comprehensive Plan Amendment through all applicable regulatory agencies. CONTRACTOR shall comply with all requirements for Comprehensive Plan Amendments, including, but not limited to, those provided by Chapter 163 of the Florida Statutes, the processes and timelines described on the Florida Department of Economic Opportunity website (www.floridajobs.org), and Broward County.
- 3. Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the agreement remain in full force and effect.
- 4. Counterparts.** If this Agreement requires the signature of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

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- 5. Force Majeure.** In addition to the provisions Section 12 of the original contract, both parties recognize that the COVID-19 (Coronavirus) Pandemic has the ability and all likelihood to negatively impact the timeline of the work specified in this contract. On March 1, 2020, Governor Ron DeSantis declared a Public Health Emergency through Executive Order 20-51. On March 9, 2020, Governor DeSantis issued Executive Order 20-52, declaring a State of Emergency as a result of COVID-19. On March 10, 2020, Broward County declared a Local State of Emergency. On March 11, 2020, the World Health Organization declared the spread of COVID-1 to be a global pandemic. On March 12, 2020, the City of Margate declared a State of Emergency. On March 22, 2020, Broward County issued Executive Order 20-01, which ordered nonessential businesses to close. The parties of this contract recognize there are certain uncontrollable circumstances occurring now due to the COVID-19 Pandemic, as well as those which may occur in the future, can affect the time deadlines provided herein. As such, both parties agree that the duration of time spent under a local or statewide state of emergency shall automatically be added on to the natural expiration of this contract without penalty to either party of the contract.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]**

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials who are duly authorized to bind and execute same:

CITY OF MARGATE

Tommy Ruzzano, Mayor
____ day of _____, 2020

Cale Curtis, City Manager
____ day of _____, 2020

ATTEST:

APPROVED AS TO FORM:

Joseph J. Kavanagh, City Clerk
____ day of _____, 2020

Janette M. Smith, City Attorney
____ day of _____, 2020

FOR CONTRACTOR

FOR CORPORATION:

President Date: _____

(CORPORATE SEAL)

Secretary Date: _____