

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Planning, Zoning and Historic Preservation Professional Services)**

THIS FIRST AMENDMENT to the Professional Services Agreement for Planning, Zoning and Historic Preservation Professional Services (“Amendment”) is made as of \_\_\_\_\_, 2021, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **NZ Consultants, Inc.**, a corporation authorized to do business in the State of Florida (“Consultant”).

**WHEREAS**, in September 2021, based on the Request for Proposals RFP No. 21-207 for Planning, Zoning and Historic Preservation Professional Services the City entered into a Professional Services Agreement with the Consultant to complement the Planning & Preservation Division staff of the City’s Department of Community Sustainability (“Agreement”);

**WHEREAS**, the City is currently in a need of additional services under the same terms and conditions as the Agreement due to the staffing shortages in Community Sustainability Department;

**WHEREAS**, the City and the Consultant would like to increase the total Not to Exceed Amount from Fifty Thousand Dollars (\$50,000) to One Hundred and Fifty Thousand Dollars (\$150,000.00) for fiscal year FY 2022; and

**WHEREAS**, the City finds amending the Agreement as set forth herein is in the best interest of the City and serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and the Consultant agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Maximum Costs.** The total not to exceed amount under this Amendment for Fiscal Year FY 2022 shall be One Hundred and Fifty Thousand Dollars (\$150,000.00).
3. **Entire Agreement.** The City and the Consultant agree that the Agreement and this Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement, except as amended herein, remain in full force and effect.
4. **Legal Effect.** This Amendment shall not become binding and effective until approved by the City Commission.

5. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this FIRST Amendment to the Professional Services Agreement for Planning, Zoning and Historic Preservation Professional Services on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

**ATTEST:**

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Coyne, City Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

**NZ Consultants, Inc.**

[Corporate Seal]

By: Nilsa Zacarias  
Print Name: NILSA ZACARIAS  
Title: President

STATE OF FLORIDA                    )  
COUNTY OF PALM BEACH        )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 16<sup>th</sup> day of NOVEMBER 2021, by NILSA ZACARIAS, as the PRESIDENT [title] of NZ Consultants, Inc., a corporation authorized to do business in the State of Florida, who is personally known to me or who has produced DRIVERS LICENSE as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

[Signature]  
Notary Public Signature

Notary Seal:



