

**AMENDMENT NO. 4 TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF MIAMI BEACH, FLORIDA
AND
KIMLEY-HORN AND ASSOCIATES, INC.
PURSUANT TO RFQ 2015-115-JR
FOR PROGRAM MANAGEMENT SERVICES FOR AN
INTELLIGENT TRANSPORTATION AND PARKING MANAGEMENT SYSTEM**

This Amendment No. 4 ("Amendment") to the Professional Services Agreement ("Agreement"), dated October 23, 2015, by and between the City of Miami Beach, Florida, a municipal corporation organized and existing under the laws of the State of Florida, having its principal place of business at 1700 Convention Center Drive, Miami Beach, Florida 33139 ("City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation, whose address is 1221 Brickell Avenue, Suite 400, Miami, Florida 33131 ("Consultant").

RECITALS

WHEREAS, on October 23, 2015, the City and Consultant (collectively, the "parties") executed the Agreement pursuant to RFQ 2015-115-JR, for Program Management Services for Intelligent Transportation and Parking Management System, for an initial term of three (3) years and two (2) one-year renewal terms; and

WHEREAS, on October 13, 2021, the City Commission adopted Resolution No. 2021-31892, authorizing the City to execute Amendment No. 1 to the Agreement, extending the term of the Agreement through a date that is six (6) months from the City's acceptance of the completed Project, without exceeding the original approved not-to-exceed contract cap of \$2,250,000.00, which Amendment No. 1 was executed by the City and Consultant on May 25, 2022; and

WHEREAS, on December 22, 2022, the City and Consultant executed Amendment No. 2 to the Agreement, increasing the hourly billing rates by 9.1% in accordance with the percentage of increase in the CPI, effective retroactively to July 1, 2022 (the "2022 Rate Increase"), without exceeding the original approved not-to-exceed contract cap of \$2,250,000.00; and

WHEREAS, on May 22, 2024, the City and Consultant executed Amendment No. 3 to the Agreement, increasing the hourly billing rates by 3.7% to in accordance with the percentage of increase in the CPI, effective retroactively to October 1, 2023 (the "2023 Rate Increase"), without exceeding the original approved not-to-exceed contract cap of \$2,250,000.00 (the Agreement and Amendments No. 1-3 shall be collectively referred to herein as the "Agreement"); and

WHEREAS, on June 26, 2024, the Mayor and City Commission adopted Resolution No. _____, approving this Amendment, increasing the original approved not-to-exceed contract sum from \$2,250,000.00 to \$3,250,000.00.

NOW THEREFORE, in consideration of the mutual promises and conditions contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and Consultant hereby agree to amend the Agreement as follows:

1. ABOVE RECITALS.

The above recitals are true and correct and are incorporated as part of this Amendment.

2. MODIFICATIONS.

The Contract is hereby modified (deleted items ~~struck through~~ and inserted items underlined) as follows:

Section 4.1 of the Agreement is hereby deleted in its entirety and replaced with the following:

4.1 In consideration of the Services to be provided, Consultant shall be compensated through individual Consultant Service Orders, issued for a particular project on a "fixed fee" or "not to exceed" basis. Notwithstanding the preceding, the total Fee paid to Consultant pursuant to this Agreement shall not exceed the sum of \$3,250,000.00; and provided further that such Fee shall be subject to funding approval through the City's budgeting process.

3. RATIFICATION.

Except as amended herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event there is a conflict between the provisions of this Amendment and the Agreement, the provisions of this Amendment shall govern.

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their appropriate officials, as of the date first entered above.

FOR CITY:

CITY OF MIAMI BEACH, FLORIDA

ATTEST:

By:

Rafael E. Granado, City Clerk

**Rickelle Williams,
Interim City Manager**

Date

FOR CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.

ATTEST:

By:

Secretary

President

Print Name

Print Name

Date