

**CITY OF NORTH MIAMI  
SECOND AMENDMENT TO  
PROPERTY MANAGEMENT SERVICES AGREEMENT  
MONTH TO MONTH AGREEMENT  
RFP 46-10-11**

**THIS SECOND AMENDMENT TO PROPERTY MANAGEMENT SERVICES AGREEMENT** ("Second Amendment") is entered into this 9<sup>th</sup> day of October, 2013, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125<sup>th</sup> Street, North Miami, FL 33161 ("City"), and **Joe Celestin Civil Engineer & General Builder, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business office at 396 NW 159<sup>th</sup> Street, Miami, FL 33169 ("Property Manager"). The City and Property Manager shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

**RECITALS**

**WHEREAS**, on May 2, 2011, the City advertised *Request for Proposal #46-10-11 Property Management Services for Vacant Commercial Property* ("RFP"), to select a property management company to manage the site commonly known as Biscayne Landing, located at Biscayne Boulevard between Northwest 137<sup>th</sup> Street and Northwest 151<sup>st</sup> Street ("Management Services"); and

**WHEREAS**, in response to the RFP, Property Manager submitted its proposal, expressing the capability, willingness and expertise to perform Management Services pursuant to City requirements; and

**WHEREAS**, on May 17, 2011, the Mayor and City Council, passed and adopted Resolution No. R-2011-64, authorizing the City Manager and City Attorney to negotiate and execute a management agreement with Property Manager, in accordance with the terms, conditions and specifications contained in the RFP; and

**WHEREAS**, on May 20, 2011, the City and Property Manager executed an agreement, as subsequently amended by the Parties on October 9, 2012, for the provision of Management Services at the subject property ("Agreement"); and

**WHEREAS**, the City Manager finds this Second Amendment, to include a term of month-to-month at a cost not to exceed Twenty-Five Thousand Dollars (\$25,000.00) per month for the continued provision of Management Services, is in the best interest of the City.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. This Second Amendment is incorporated into and made part of the Agreement as executed by the Parties on May 20, 2011, and as subsequently amended by the Parties on October 9, 2012, attached hereto as "Exhibit A".

3. **Article 4. COMPENSATION**- Property Manager's compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) per month, as full compensation for the provision of Services on a monthly basis.

4. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the Parties.

5. This Second Amendment shall be binding upon the Parties hereto, their successors in interest, heirs, executors, assigns and personal representatives.

6. All other terms of the Agreement, as previously amended, which have not been modified by this Second Amendment, shall remain in full force and effect.

7. This Second Amendment may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary or Witness:

Joe Celestin Civil Engineer & General Builder,  
LLC, a Florida limited liability company:  
"Property Manager"

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

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

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

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

Print Name: Josephat Joe Celestin

Date: 10-12-13

ATTEST:

City of North Miami, a Florida municipal  
corporation: "City"

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

Michael A. Etienne  
City Clerk

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

Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

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

Regina M. Monestime  
City Attorney