

**THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
FOR  
COMPREHENSIVE PLAN CONSULTING SERVICES PHASE II**

STATE OF TEXAS           §

COUNTY OF BEXAR       §

This amendment of the Professional Services Agreement for Comprehensive Plan Consulting Services Phase II is entered into by and between the City of San Antonio ("City") and Moore Iacofano Goltsman, Inc. (MIG), ("Consultant").

WHEREAS, City and Consultant entered into an agreement entitled "Professional Services Agreement for Comprehensive Plan Consulting Services Phase II" ("Original Contract"), per Ordinance 2014-10-09-0783, under which the Parties set forth their agreement for Consultant to develop an updated Comprehensive Plan for the City of San Antonio while actively engaging the community in the creation of the vision for growth and development; and

WHEREAS, City and Consultant amended the Original Contract to expand the Scope of Services and update the compensation schedule, administratively approved by the City Manager or her designee, in accordance with Section XVI of the Original Contract, and said amendment ("Amendment I") became effective on February 10, 2015; and

WHEREAS, City and Consultant again amended ("Amendment II") the Contract to further expand the Scope of Services and update the compensation schedule, in accordance with Section XVI of the Original Contract, pursuant to Ordinance No. 2015-06-18-0569; and

WHEREAS, the Original Contract as amended, provided for a term beginning on the 9<sup>th</sup> day of October, 2014 and ending on the 31<sup>st</sup> day of December, 2015; and

WHEREAS, the Parties now wish to again amend the Contract to extend the Term, as described herein;

**NOW, IN ACCORDANCE THEREWITH**, the Parties agree as follows:

**I. AMENDMENTS**

**A. Article II**, entitled "**Term**", of the Original Contract, and as amended through Amendments I and II, is hereby amended to read, in its entirety, as follows:

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 9, 2014 and terminate on June 30, 2016. The City Manager is authorized to amend this Agreement by extending the term for a period of up to six months in accordance with Article XVI. Amendments.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate the Agreement at the expiration of each of City's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

## II. PROVISIONS REMAIN IN EFFECT

All other terms, conditions, covenants and provisions of the Original Contract as amended, not specifically mentioned herein and revised by this document, are hereby retained in their entirety, unchanged, and shall remain in full force in effect for the duration of said Original Contract, and any renewals thereof.

## III. ENTIRE AGREEMENT

This agreement, as amended, embodies the complete agreement of the parties hereto with regard to the subject matter contained herein, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein.

**EXECUTED** and **AGREED** to as of the dates indicated below.

**CITY OF SAN ANTONIO**

~~CONSULTANT~~  
Moore Iacofano Goldsman, Inc.

  
(Signature)

  
(Signature)

Printed Name: Peter Zaroni  
Title: Deputy City Manager  
Date: 12.18.15

Printed Name: SUSAN GOLDSMAN  
Title: PRINCIPAL/PRESIDENT  
Date: 12-18-15

Approved as to Form:

  
Assistant City Attorney