

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT is dated the _____ day of _____, **2023**, by and between:

THE CITY OF COOPER CITY, a municipal corporation of the State of Florida with a business address of **9090 S.W. 50th Place, Cooper City, Florida 33328** (hereinafter referred to as the "CITY")

and

JOHN MICHAEL PEREZ, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of 5275 North Dixie Highway, Unit A1 Oakland Park, Florida 33334, (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on July 22, 2021, the CITY and CONSULTANT entered into a Professional Services Agreement ("Original Agreement") whereby CONSULTANT agreed to provide consulting services related to the American Rescue Plan Act ("ARPA"); and

WHEREAS, the Original Agreement expired on September 20, 2022; and

WHEREAS, on September 27, 2022, the CITY and the CONSULTANT entered into the First Amendment to the Original Agreement, extending the term thereof to December 20, 2022; and

WHEREAS, on January 10, 2023, the CITY and the CONSULTANT entered into the Second Amendment to the Original Agreement, extending the term thereof to March 19, 2023; and

WHEREAS, on March 28, 2023, the CITY and the CONSULTANT entered into the Third Amendment to the Original Agreement, extending the term thereof to June 20, 2023; and

WHEREAS, on June 13, 2023, the CITY and the CONSULTANT entered into the Fourth Amendment to the Original Agreement, extending the term thereof to September 20, 2023; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and extend the term, as set forth herein; and

NOW, THEREFORE, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

SECTION 1. The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

SECTION 2. Section 3.1 of the Original Agreement is hereby amended to read, as follows:
3.1 The renewal term of this agreement shall commence on September 20, 2023 and shall continue for three (3) months, terminating on December 20, 2023. Either party may terminate this agreement, for convenience, by providing the other party with no less than thirty (30) days' written notice. Upon termination of this agreement by either party, the CONSULTANT shall be compensated for all work performed through the effective date of the termination.

SECTION 3. Section 4.1 of the Original Agreement is hereby amended to read, as follows:
4.1 CONSULTANT shall be compensated at the hourly rate of \$70.00, and the total compensation for this Agreement shall not exceed \$40,000. CONSULTANT shall submit invoices to the CITY on a Biweekly basis for services performed. The invoices shall include, but not be limited to, date of service, the amount of time spent, a description of the service, and any other information reasonably required by CITY.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein. In the event of any conflicts between this Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment and the Original Agreement, this Fifth Amendment shall prevail.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

CITY:

CITY OF COOPER CITY, FLORIDA

ATTEST:

TEDRA ALLEN, CITY CLERK

By: _____
GREG ROSS, MAYOR

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

JOHN MICHAEL PEREZ

By: _____
Name: John Michael Perez
Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **John Michael Perez**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **John Michael Perez** for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this _____ day of _____, **2023**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)