

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT is , dated the _____ day of _____, **2022**, 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

HORACE MCHUGH, an **INDIVIDUAL** authorized to do business in the State of Florida, with a business address of **9351 NW 35th Place, Sunrise, Florida 33351**, (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

WITNESSETH:

WHEREAS, on December 14, 2021, the CITY and CONSULTANT entered into an Amended and Restated 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 expires on March 31, 2022; and

WHEREAS, the Original Agreement provides for month-to-month renewals subject to the mutual agreement of the parties and the appropriation of funds by the City Commission; and

WHEREAS, on January 25th, 2022, the City Commission authorized the appropriation of funds to administer programs funded by the American Rescue Plan Act (ARPA) of 2021; and

WHEREAS, the Parties seek to amend the Original Agreement and extend the term on a month-to-month basis; 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 April 1, 2022 and shall continue on a month-to-month basis until terminated pursuant to this section.

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. In the event of any conflict or ambiguity by and between the terms and provisions of this First Amendment, and the Original Agreement, the terms and provisions of this Third Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The terms and conditions of the Original Agreement shall remain in full force and effect, except as specifically amended herein.

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: _____
JOSEPH NAPOLI, CITY MANAGER

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

CONSULTANT:

HORACE MCHUGH

By: _____

Name: _____ Horace McHugh _____

Title: _____

STATE OF _____)
COUNTY OF _____)

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____ as _____ of **Horace McHugh**, a company authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of **Horace McHugh** 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 _____, **2022**.

NOTARY PUBLIC

(Name of Notary Typed, Printed or Stamped)