

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST 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

KEEFE McCULLOUGH, an accounting firm authorized to do business in the State of Florida, with a business address of 6550 N. Federal Highway, 4th Floor, Fort Lauderdale, FL 33308, (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on November 15, 2022, the CITY and CONTRACTOR entered into an agreement ("Original Agreement") whereby the CONTRACTOR agreed to providing independent auditing services to the CITY; and

WHEREAS, Sec. 5.1 of the Original Agreement provides for changes to the scope of work and additional compensation, subject to the execution of a written amendment; and

WHEREAS, the CONTRACTOR has submitted a "supplemental invoice" to the CITY for additional work performed due to certain delays and other unanticipated issues; and

WHEREAS, the Parties seek to amend the Original Agreement, 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. Pursuant to Section 5.1 of the Original Agreement, the Parties seek to amend the scope of services and provide for additional compensation, as set forth in Exhibit "A," attached hereto and incorporated herein.

SECTION 3. 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 First Amendment and the Original Agreement, this First Amendment shall prevail.

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

CONTRACTOR:

KEEFE McCULLOUGH

By: _____
Print: _____
Title: _____

STATE OF _____)
COUNTY OF _____)

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