



**FIRST AMENDMENT TO PROFESSIONAL
CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF PEMBROKE PINES AND
CHRISTINA CLEMENTE**

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____, **2020**, by and between:

THE CITY OF PEMBROKE PINES, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

CHRISTINA CLEMENTE, an individual authorized to work in the State of Florida, and with an address of **7681 NW 6th CT., Plantation, FL 33324**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may hereafter be collectively referred to as the "Parties".

WHEREAS, on **February 13, 2020**, *nunc pro tunc* **July 19, 2019**, the CITY and CONSULTANT entered into the Original Agreement ("Original Agreement") for occupational therapist services at the CITY's Charter Schools for an initial **one (1) year period**, commencing on **July 1, 2019** and expiring on **June 30, 2020**; and,

WHEREAS, to date the Parties have been satisfied with the performance and execution of the Agreement and desire to amend the Original Agreement as set forth herein; and,

WHEREAS, the Parties desire to amend the compensation amount of the Original Agreement, in accordance with the terms and conditions set forth herein.

W I T N E S S E T H

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 set forth below:

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

SECTION 2. Section 4.1 of the Original Agreement is hereby amended as set forth below:

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed. The invoice 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 in accordance with a compensation rate of **FIFTY DOLLARS (\$50.00) for one (1) hour.** The total annual compensation under this Agreement shall not exceed **FORTY THOUSAND DOLLARS (\$40,000.00).**

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 First Amendment shall control to the extent of any such conflict or ambiguity.

SECTION 4. The Parties agree that in all other respects the Original Agreement, as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

SECTION 5. Each exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

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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.

ATTEST:

CITY:

CITY OF PEMBROKE PINES

BY: _____

MARLENE D. GRAHAM,
CITY CLERK

CHARLES F. DODGE
CITY MANAGER

APPROVED AS TO FORM

Print Name: _____
OFFICE OF THE CITY ATTORNEY

CONSULTANT:

CHRISTINA CLEMENTE

By: _____

Name: Christina Clemente

Title: occupational therapist