FIRST AMENDMENT TO AGREEMENT

between

CITY OF LAUDERHILL

and

GIANCOLI CONSULTING, INC.

That the Agreement for Consulting Services entered into between the City of Lauderhill and Giancoli Consulting, Inc. dated _____, 2024 is hereby amended to read as follows:

1. ARTICLE 2. SCOPE OF SERVICES is hereby deleted in its entirety and replaced with the following:

> 2.1 CONSULTANT'S Scope of Services shall consist of serving as Assistant Finance Director for Budget. Duties shall be assigned by the Finance Director and shall include, but not be limited to, preparation and monitoring of the Annual Operating Budget and Capital Improvement Program budget, attending Commission and staff meetings as required, completion of the monthly GO Bond and CIP reports, working with Finance staff on maintaining the residential Certificate of Use database including identification of new properties and collections and liens for existing Certificates of Use, completing quarterly Police Calls for Service report, and any other report or project as directed by the City Manager, Finance Director or their designee. CONSULTANT shall provide all services including all necessary, incidental and related activities and services. CITY and CONSULTANT expect that the anticipated level of effort shall be no more than one thousand two hundred (1200) work hours per calendar year.
>
> 2.2 CONSULTANT and CITY acknowledge that this Scope of Services does not delineate every detail and minor work task required to be performed by CONSULTANT to complete the Project. If, during the course of the performance of the services included in this Agreement, CONSULTANT determines that work should be performed to complete the Project which is in the CONSULTANT'S opinion outside the level of effort originally anticipated, whether or not the Scope of Services identifies the work items, CONSULTANT shall notify the CITY in writing in a timely manner before proceeding with the work. If CONSULTANT proceeds with said work without notifying the CITY, said work shall be deemed to be within the original level of effort, whether or not specifically addressed in the Scope of Services. Notice to CITY does not constitute authorization or approval by CITY to perform the work. Performance of work by CONSULTANT outside the originally

anticipated level of effort without prior written CITY approval is at CONSULTANT'S sole risk.

2. ARTICLE 3 – TIME FOR PERFORMANCE is hereby amended to change the term to commence on January 1, 2025 and end December 31, 2025, to read as follows:

3.1 CONSULTANT shall perform the services described in the Scope of Services on a monthly basis beginning January 1, 2025 and shall continue for a term of one (1) year.

3. ARTICLE 4 – COMPENSATION AND METHOD OF PAYMENT shall be amended to read as follows:

4.1 AMOUNT AND METHOD OF COMPENSATION

CITY agrees to pay CONSULTANT as compensation for performance of all services as related to this Agreement at the rate of ONE HUNDRED TWENTY-FIVE DOLLARS AND NO CENTS per hour ($125.00/hr) not to exceed a total of 1200 hours. CONSULTANTS' total compensation shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS ($150,000.00). CONSULTANT shall be responsible for the payment of all federal and state taxes. CONSULTANT shall not be entitled to any insurance or benefits.

4. ARTICLE 5 – MISCELLANEOUS, subsection 5.11 shall be amended to read as follows:

5.11 NOTICES. Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:
Kennie Hobbs, Jr.
Interim City Manager
City of Lauderhill
5581 W. Oakland Park Boulevard
Lauderhill, FL 33313

FOR CONSULTANT:
Donald Giancoli
President – Giancoli Consulting, Inc.
303 N. Riverside Dr., #803
Pompano Beach, FL 33068

5. The following Article 6 is added, as required by Florida Statutes:

ARTICLE 6. NON-DISCRIMINATION

Pursuant to Florida Statutes, Section 287.05701, the City of Lauderhill will not request documentation of or consider CONSULTANTS social, political, or ideological interests regarding this Agreement or the services being provided in accordance therewith.

6. The following Article 7 is added, as required by Florida Statutes:

HUMAN TRAFFICKING/COERCED LABOR

The undersigned duly authorized legal officer or representative of the CONTRACTOR, in accordance with Florida Statutes, Section 787.06(13), hereby attests and represents under penalty of perjury that CONTRACTOR does not use coercion for labor or services.

7. All terms and conditions of the Initial Agreement which are not inconsistent herewith remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the respective dates under each signature.

CITY OF LAUDERHILL

_____
KENNIE HOBBS, JR
Interim City Manager

_____ day of _____, 2024

CONSULTANT

_____
DON GIANCOLI, President
GIANCOLI CONSULTING, INC.

_____ day of _____, 2024