

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN THE CITY OF
COCONUT CREEK AND CRAIG B. KUSHNIR D.O.,LLC,FOR
MEDICAL DIRECTOR SERVICES**

This Amendment No. 1 to the Agreement between the City of Coconut Creek and Craig B. Kushnir D.O., LLC for Medical Director Services dated January 22, 2021 ("Agreement") is made this 12th day of September, 2024 by and between the City of Coconut Creek, Florida, (the "City"), and Craig B. Kushnir D.O., LLC, (the "Contractor OR Vendor") both of whom agree as follows:

WITNESSETH:

WHEREAS, the parties desire to extend the Agreement between the City of Coconut Creek and Craig B. Kushnir D.O., LLC, for Medical Director Services entered into on January 22, 2021, and ending on September 30, 2024 ("Agreement") for three (3) years to September 29, 2027, in accordance with the Agreement; and

WHEREAS, the parties desire to amend the Agreement to provide a Four Hundred and 00/100 Dollar (\$400) increase in the monthly amount paid to the Medical Director from Three Thousand Two Hundred Fifty and 00/100 Dollars (\$3,250) to Three Thousand Six Hundred Fifty and 00/100 Dollars (\$3,650) per month effective upon the City's implementation of its community-based paramedic service, which will increase the scope of his services and responsibilities.

NOW, THEREFORE, based on the promises and covenants herein contained, the parties agree as follows:

1. The recitations referred to above are hereby incorporated herein.
2. "Exhibit A Scope of Services," to the Agreement is hereby deleted and replaced with "Amended Exhibit A Scope of Services," as attached hereto and incorporated herein.
3. The parties desire to amend Article 2, "Scope of Services" as follows:

2.1 Medical Director shall perform all work identified in this Agreement and the Amended Exhibit A. The Scope of Services is a description of the Medical Director's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are an inseparable part of the work described that exclusion would render performance by Medical Director impractical, illogical, or unconscionable.

4. The parties desire to amend Article 3, "Term and Time of Performance" as follows:

3.1 This contract is in full force and effect on April 1, 2021 and shall continue through September 30, ~~2024~~, 2027. The City reserves the right to extend the Agreement for up to one (1) additional three (3) year term, providing that all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Florida law.

5. The parties desire to amend Article 4, "Compensation", as follows:

4.1 City will pay Medical Director, in the manner specified in Section 4.3, the total amount of Three Thousand Two Hundred and Fifty (\$3,250.00) dollars per month for work actually performed and completed pursuant to this Agreement, which amounts shall be accepted by Medical Director as full compensation for all such work and expenses. The City shall provide a Four Hundred (\$400.00) dollar increase in the monthly amount paid to the Medical Director should the City implement a community-based paramedic service, which would increase the scope of his services and responsibilities. Medical Director acknowledges that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Medical Director for its services and expenses related to this Agreement. This maximum

amount, however, does not constitute a limitation, of any sort, upon Medical Director's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services.

6. All other terms and conditions of the Agreement, except as amended herein, shall remain in full force and effect and are incorporated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment No. 1 the day and year first above written.

CITY OF COCONUT CREEK, FLORIDA

ATTEST:

By: _____
Joseph J. Kavanagh, City Clerk

Date: _____

By: _____
Sheila N. Rose, City Manager

Date: _____

Approved as to Legal Sufficiency
and Form:

By: _____
Terrill C. Pyburn, City Attorney

Date: _____

WITNESSES:

Witness 1:

[Signature]

TOMY CHIN

[Witness print/type name]

Witness 2:

[Signature]

Kevin Sullivan

[Witness print/type name]

MEDICAL DIRECTOR:

[Signature], D.O.

Craig B. Kushnir

Craig B. Kushnir D.O., LLC

Date: 9-4-2024

STATE OF Florida)

COUNTY OF Broward)

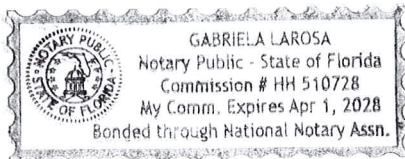
The foregoing instrument was acknowledged before me by means of physical presence or online notarization, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Craig B. Kushnir, of Craig B. Kushnir D.O., LLC a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 4th day of September, 2024

[Signature]

Notary Public, State of Florida (Signature of Notary Taking Acknowledgment)

(NOTARY SEAL)



Gabriela Larosa

Name of Notary Typed, Printed or Stamped

personally known to me or

has produced identification:

Identification _____