

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS SECOND AMENDMENT is dated the _____ day of _____, **2023** (the “Effective Date”), 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

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC, an **Corporation** authorized to do business in the State of Florida, with a business address of **7005 NW 67th Terrace, Parkland, Florida 33067** (hereinafter referred to as the "CONSULTANT"). CITY and CONSULTANT may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

WHEREAS, on April 25, 2023, the CITY and CONTRACTOR entered into an agreement (“Original Agreement”) whereby the CONTRACTOR agreed to Year End and Financial Assistance services to the CITY; and

WHEREAS, Section 5.1 of the Original Agreement provides for changes to the scope of work, subject to a written amendment executed by the Parties;

WHEREAS, on June 27, 2023, the Parties entered into the First Amendment to the Original Agreement, thereby providing for an additional scope of work and compensation associated therewith; and

WHEREAS, the Parties now seek to further amend the Original Agreement consistent with the terms and conditions 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. CONTRACTOR shall be compensated at a rate of \$150 per hour, in accordance with the compensation and payment method set forth in Section 4.1 of the Original Agreement. The total compensation for this Second Amendment shall not exceed \$45,000.

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 Second Amendment, the First Amendment and the Original Agreement, this Second 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:

GOVERNMENT & ERP IMPLEMENTATION SERVICES, LLC

By: _____
Print: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF BROWARD)

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