

THIRD AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this ____ day of _____ 2024, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 ("City"),

and

WITT O'BRIENS, LLC, a consultant, a Delaware limited liability company authorized to do business in the State of Florida, with a business address of 818 Town & Country Blvd., Suite 200, Houston, Texas 77024 , (hereinafter referred to as the "CONSULTANT").

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on July 11, 2023, the City and CONSULTANT entered into an agreement for managing federal assistance programs (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement expires on June 5, 2024; and

WHEREAS, the Original Agreement provides for an option for two (2) additional 1-year renewal terms, subject to the mutual written consent of the Parties; and

WHEREAS, Section 2-258(g) of the City's Code of Ordinances provides a professional services exemption to the City's competitive solicitation requirements; and

WHEREAS, the City is satisfied with the Consultant's services and performance under the Original Agreement, as amended; and

WHEREAS, on April 9, 2024, the City and the CONSULTANT entered into the First Amendment to the Original Agreement, extending the term thereof to June 5, 2025; and

WHEREAS, on September 24, 2024 the City and the CONSULTANT entered into the Second Amendment to the Original Agreement, extending the term thereof to September 30, 2025; and

WHEREAS, the Parties seek to further amend the Original Agreement, to provide a third extension to the Original Agreement to April 30, 2027 and to comply with Section 787.06(13), F.S. ; and

WHEREAS, the Parties agree that all remaining provisions, including the hourly rates, of the Original Agreement shall remain in full force of effect; and

WHEREAS, the extension is necessary for the CONSULTANT to complete the ARPA eligibility, quarterly reporting, and closeout reports.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. Section 3.1 of The Original Agreement, as set forth in Exhibit "A" is hereby amended to read, as follows:

3.1 The Parties desire to enter into a third extension of this agreement, and agree that the third extension shall hereby commence on October 1, 2025 and shall terminate on April 30, 2027.

Section 2 Section 4.1 of The Original Agreement is hereby amended to read, as follows:

4.1 CONSULTANT shall be entitled to invoice CITY on a monthly basis for services performed, in accordance with the proposed fee schedule included in Exhibit "A". 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. The Original Agreement called for compensation of ten thousand dollars and 00/100(\$10,000). The First Amendment called to increase the compensation by fifty thousand dollars and 00/100(\$50,000). An additional amount of thirty thousand dollars and 00/100(\$30,000) is needed for services through September 30, 2024. An additional amount of one hundred and forty thousand dollars and 00/100(\$140,000) is budgeted for services for fiscal year 2025. An additional amount of two hundred thousand two hundred fifty dollars and 00/100(\$200,250) is needed for services through April 30, 2027. Therefore, the total compensation, including all amendments, shall not exceed four-hundred thirty thousand two hundred fifty dollars and 00/100 (\$430,250.00).

Section 3. The Original Agreement is hereby amended to include Section 12.13 as follows:

Consultant, under penalty of perjury, attests, swears, and affirms that the Consultant does not use coercion for labor or services as defined by Section 787.06, F.S., or applicable Federal law.

Section 3. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

(REMAINDER INTENTIONALLY LEFT BLANK)

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

ATTEST:

BY: _____
CITY MANAGER

BY: _____
CITY CLERK

BY: _____
CITY MAYOR

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

WITT O'BRIENS, LLC, a Delaware limited liability company

Signature

BY: _____

Print Name

Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared _____, as _____ of **WITT O'BRIENS, LLC**, and acknowledged that he has executed the foregoing instrument for the use and purposes mentioned in it and that the instrument is the act and deed of _____, as _____ of **WITT O'BRIENS, LLC**, and who is personally known to me or has produced _____ as identification.

IN WITNESS WHEREOF, I have set my hand and seal in the State and County aforesaid this _____ day of _____, 20_____.

NOTARY PUBLIC

Print or Type Name

My Commission Expires: _____