

THIRD AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS THIRD AMENDMENT, 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

KIRK W. BUFFINGTON, an INDIVIDUAL authorized to do business in the State of Florida, located at 3831 NE 23 Avenue, Lighthouse Point, FL 33064, hereinafter "CONSULTANT."

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

WHEREAS, on September 28, 2022, the City and CONSULTANT entered into an agreement for program management consulting services (hereinafter referred to as the "Original Agreement"); and

WHEREAS, on July 10, 2023, the City and CONSULTANT entered into the First Amendment to the Original Agreement; and

WHEREAS, on October 24, 2023, the City and CONSULTANT entered into the Second Amendment to the Original Agreement; and

WHEREAS, the Parties seek to further amend the Original Agreement, as amended, and to extend the term, as set forth herein; and

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 4.1 of the Original Agreement is hereby amended to read, as follows:
4.1 CONSULANT shall be compensated at the hourly rate of \$125.00 for additional procurement-related services that may be requested by the City from time to time. Subject to the terms of this Third Amendment, the total compensation shall not exceed \$15,000. CONSULTANT shall submit invoices to the CITY on a bi-weekly basis for services performed. The invoices shall include, but not limited to, date of service, the amount of time spent, a description of the service and whether the services was within the Scope of Work or an additional service, and any other information reasonably required by CITY.

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. In any event of any conflicts between this Third, Amendment, Second Amendment, the First Amendment, and the Original Agreement, this Third Amendment shall prevail.

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

BY: _____
CITY MAYOR

ATTEST:

BY: _____
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: DocuSigned by:
Jacob Horowitz April 23, 2024
A563ATDDDEDS417
CITY ATTORNEY

WITNESSED BY:

KIRK W. BUFFINGTON

BY: KIRK WAGNER BUFFINGTON

Print name

Name: Kirk Buffington

Title: Consulta

STATE OF ~~FLORIDA~~ TEXAS a.m
COUNTY OF ~~BROWARD~~ DALLAS a.m

SWORN TO (or affirmed) and subscribed before me by means of physical presence or

online notarization, this 27th day of April 2024, by KIRK WAGNER BUFFINGTON, in their capacity as CONSULTANT, of Kirk W. Buffington.

____ Personally Known OR

Produced Identification DRIVER LICENSE

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NOTARY PUBLIC

