

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS IS AN AGREEMENT ("Agreement"), dated this 10th day of July 2023, 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, the initial term of the Original Agreement for work set forth in Exhibit "A" expires on an anticipated twenty-five (25) hour of completed work; and

WHEREAS, the Original Agreement provides for an option to expand the Statement of Work (SOW) terms, subject to the mutual written consent of the Parties; and

WHEREAS, the City is satisfied with the CONSULTANT's performance pursuant to the Original Agreement, and the Parties seek to expand the Statement of Work (SOW) set forth in Exhibit B to the Original Agreement; and

WHEREAS, the Parties seek to further amend the Original Agreement to ensure compliance with recent amendments to Florida law; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

WHEREAS, the Parties agree that all original terms & conditions remains the same as in the Original Agreement.

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. The Original Agreement is hereby expanded to incorporate the Statement of Work (SOW) – Exhibit B, attached hereto and incorporated by reference. The SOW – Exhibit B shall commence on May 1, 2023 and expire upon the anticipated completion of the project schedule outlined in the SOW – Exhibit B.

2.1 The Parties acknowledge that the SOW – Exhibit B sets forth the specific scope of work, deliverables, timeline, and any other relevant details for the program management consulting services. The terms and conditions of the Original Agreement, as amended by this Amendment, shall apply to the SOW – Exhibit B.

2.2 In accordance with the Original Agreement, the Parties, upon mutual written consent, shall have the option to further expand the Statement of Work (SOW) if deemed necessary to achieve the objectives of the program management consulting services. Any expansion of the SOW shall be documented in writing and duly executed by both Parties.

Section 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

Section 4. E-Verify. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

4.1.1 "CONSULTANT" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "CONSULTANT" includes, but is not limited to, CONSULTANT or consultant.

4.1.2 "SubCONSULTANT" means a person or entity that provides labor, supplies, or services to or for a CONSULTANT or another subCONSULTANT in exchange for salary, wages, or other remuneration.

4.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONSULTANTs, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

4.2.1 All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the contract;

4.2.2 All persons (including subconsultants/subCONSULTANTs) assigned by CONSULTANT to perform work pursuant to the contract with the City of Cooper City. The CONSULTANT acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

4.2.3 The CONSULTANT shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. CONSULTANT shall also require all subCONSULTANTs to provide an affidavit attesting that the subCONSULTANT does not employ, contract with, or subcontract with, an unauthorized alien. The CONSULTANT shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subCONSULTANT knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 5. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

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: [Signature]
CITY MANAGER

ATTEST:
BY: [Signature]
CITY CLERK

APPROVED AS TO LEGAL FORM:
BY: [Signature]
CITY ATTORNEY

WITNESSED BY:
[Signature]
Nolan DiMattina
Print name

[Signature]
Rodney Beharry
Print name

KIRK W. BUFFINGTON
BY: [Signature]
Name: KIRK BUFFINGTON
Title: _____

STATE OF FLORIDA
COUNTY OF BROWARD

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

online notarization, this 22 day of June 2023, by _____, in their capacity as _____, of Kirk W. Buffington.

[Signature]
NOTARY PUBLIC

____ Personally Known OR

Produced Identification
FL Driver License



Derrick R. Lasseter
Comm.: HH 275219
Expires: Oct. 1, 2026
Notary Public - State of Florida

**STATEMENT OF
WORK
Kirk W Buffington,
CONSULTANT**



1. Name and Location of Client:

Cooper City
9090 SW 50th Place
Cooper City, FL 33328

1. Description of Services: Procurement Procedures Manual

CONSULTANT shall develop a procurement procedure manual. The goal of the procedure manual is to provide day-to-day guidance on established processes associated with any procurement activity. The procedure manual shall provide sufficient guidance to lead a procurement professional to produce a compliant solicitation.

The manual shall be consistent with applicable laws and policies. The manual shall reflect procurement best practices. The manual shall include process maps, guides, step-by-step processes, and requirements. The level of detail shall be sufficient to clearly understand the steps in the process, the party responsible for specific steps, and the rationale for a course of action, when appropriate. The rationale may include statutory requirements, CITY policy, procurement best practice, and any other as appropriate. CONSULTANT shall perform the tasks listed below.

Deliverables

Prior to the CONSULTANT's commencement of the work, the CITY Project Manager and designated staff shall meet with the CONSULTANT to ensure an understanding of the Scope of Work and the Deliverables specified in the Contract. CONSULTANT shall conduct virtual Staff Interviews with various members of staff to be agreed upon between CITY and CONSULTANT.

Prior to the CONSULTANT's commencement of the defined project work, CITY's Project Manager, and any designated CITY staff shall meet virtually to ensure a common understanding of the Statement of Work and the resulting Deliverable(s).

Deliverables

The Procurement Procedures Manual will be provided in Word and pdf format. Any required formatting of the deliverable relative to the structure, images, title, numbering, references, and any other style-specific requirements of CITY shall be identified during the initial meeting with the team.

RECEIVED
MAY 27 1953
City of Goodyear
Utilities Customer Svc

2. Schedule and Payment Schedule – Purchasing Manual

- Discovery/Document Collection Phase – 1 week
- Interviews/Mapping Sessions – 3 weeks
 - 30% upon completion of Interviews and mapping sessions
- Prepare Process Maps and provide analysis for Review – 4 weeks
- Deliver Draft Process Maps to CITY -
 - CITY to provide edits and feedback – 2 weeks
 - 30% upon acceptance of Process maps
- Draft Procedures Manual – 4 weeks
 - Upon Delivery of the Draft Manual – 20%
- Review/Edit Feedback – 1 week
- Final Procedures Manual – 1 week
 - Final 20% upon acceptance of manual

Total Project Timeline: 16 weeks

CONSULTANT Hourly Rate: \$125/hour

PROJECT PRICING: The CONSULTANT shall complete the project in accordance with SOW for a fee of \$6875.00.

PROJECT DELIVERY DUE DATE: October 30, 2023

The total hours worked will not exceed the following without approval from the CITY. Hours are estimates based on the current understanding of the project.

3. Total Project Hours: 55Hours

CITY shall pay CONSULTANT the undisputed amounts set forth above and pay each invoice submitted within thirty (30) days of CITY'S receipt of the invoice.

4. Procurement Policy Manual

CONSULTANT shall develop a procurement policy manual. The goal of the policy is to establish a governing set of principles that establish the general parameters for an organization to follow in carrying out its responsibilities.

- The overall purpose of a procurement policy manual should be to:
- Establish the legal authority of the procurement function within the organization.
- Simplify, clarify, and reflect on the laws governing procurement.
- Enable uniform procurement policies throughout the organization.
- Build public confidence in public procurement.

5. Deliverables

Prior to the CONSULTANT'S commencement of the defined project work, CITY'S Project Manager, and any designated CITY staff shall meet virtually to ensure a common understanding

of the statement of work and the resulting deliverables.

The Procurement Policy Manual shall be delivered in Word and PDF format. Any required formatting of the deliverable relative to the structure, images, title, numbering, references, and any other style-specific requirements of the CITY shall be identified during the initial meeting of the project team.

- Interviews – 1 week
- Analysis – 1 week
- Draft Policy Manual – 2 weeks
- Review/Edit Feedback – 1 week
- Final Policy Manual – 1 week

Total project time: 6 weeks

CONSULTANT hourly rate: \$125.00/hour

Project Pricing: The CONSULTANT shall complete the project in accordance with the SOW for a fee of \$2500.00.

The total hours worked will not exceed the following without approval from the CITY. Hours are estimates based on the current understanding of the project.

Total Project hours: 20 hours

PROJECT DELIVERY DUE DATE: October 30, 2023

Payment Schedule:

Draft Policy Manual – 50%

Final Policy Manual – 50%

JOB DESCRIPTION

CONSULTANT shall provide CITY with a job description for a Buyer/Procurement Specialist I position.

JOB DESCRIPTION shall be based on the current Body of Knowledge and Competency completed by the Universal Public Procurement Certification Council (UPPCC), which will be provided as part of the FINAL project delivery.

Total project time: 3 weeks
CONSULTANT hourly rate: \$100.00/hour

Project Pricing: The CONSULTANT shall complete the project in accordance with the SOW for a fee of \$1000.00.

The total hours worked will not exceed the following without approval from the CITY. Hours are estimates based on the current understanding of the project.

Total Project hours: 10 hours

Payment Schedule:
100% - upon acceptance of the final Job Description

6. Additional Service: Championing Complex Solicitations

In addition to the previously described services, the consultant will also provide support in championing complex solicitations. This service involves assisting the CITY in the procurement process for specific projects, such as the Solid Waste Solicitation and the MAP Broward County Surtax - Stirling Road Improvement Project Planning and Engineering Services.

The consultant will work closely with the CITY to develop and execute the solicitation process for these complex projects. This may include activities such as:

1. Requirement Analysis: Understanding the specific needs and requirements of the project, including the scope of work, deliverables, timelines, and any specific considerations.
2. Procurement Strategy: Develop a strategic approach for the solicitation process, considering factors such as procurement methods, evaluation criteria, contract types, and any legal or regulatory requirements.
3. Documentation Preparation: Assisting in the preparation of all necessary documentation for the solicitation, including Request for Proposals (RFPs), Request for Quotations (RFQs), or any other relevant documents. This may involve drafting, reviewing, and refining the solicitation documents to ensure clarity, accuracy, and compliance with applicable laws and policies.
4. Evaluation and Selection: Supporting the evaluation and selection process by providing guidance on evaluation criteria, participating in evaluation committees, and facilitating the review of proposals or bids. The consultant may assist in the evaluation of proposals, vendor interviews, and the preparation of evaluation reports. **THE CONSULTANT IS NOT A VOTING MEMBER OF AN EVALUATION COMMITTEE**
5. Contract Negotiation: Collaborating with the CITY in negotiating and finalizing contracts with selected vendors or contractors, ensuring that the terms and conditions align with the project requirements and comply with applicable laws and policies.
6. Project Oversight: Providing ongoing support and oversight during the execution of the contracted services, ensuring that

the vendors or contractors deliver the agreed-upon outcomes and meet the performance standards set forth in the contracts.

The consultant will work closely with the CITY's procurement team and other stakeholders involved in the project to ensure a transparent, efficient, and compliant procurement process. The specific tasks and deliverables for championing complex solicitations will be agreed upon between the consultant and the CITY on a project-by-project basis.

Please note that the timeline, pricing, and payment schedule for this additional service would need to be determined based on the scope and complexity of the complex solicitations to be championed.

Total project time: VARIES

CONSULTANT hourly rate: \$125.00/hour – THIS HOURLY RATE IS EFFECTIVE MAY 1, 2023, AND IS THE RATE FOR ALL CONSULTANT HOURS REGARDLESS OF SUBJECT MATTER

CITY OF COOPERCITY, FL

NAME

TITLE

DATE

CONSULTANT,

Kirk W Buffington

SIGNATURE

Kirk W Buffington, CPPO, CPM, CPFIM
NAME

05/23/2023

DATE