

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND AMENDMENT, dated this 24<sup>th</sup> day of October 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 50<sup>th</sup> 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**, 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 CONSULTANT 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 Second Amendment, the Original Agreement's not-to-exceed total compensation of \$19,500 shall be increased by an additional \$22,000. 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 Second Amendment, the First Amendment, and the Original Agreement, this Second 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: [Signature]  
CITY MAYOR

ATTEST:

BY: [Signature]  
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: [Signature]  
CITY ATTORNEY

WITNESSED BY:

[Signature]  
[Signature]  
Print name  
[Signature]  
[Signature]  
Print name

KIRK W. BUFFINGTON

BY: [Signature]  
Name: KIRK BUFFINGTON  
Title: CONSULTANT

STATE OF FLORIDA  
COUNTY OF BROWARD

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 6 day of October 2023, by Kirk Buffington, in their capacity as their self, of Kirk W. Buffington.

[Signature]  
NOTARY PUBLIC

       Personally Known OR

  ✓   Produced Identification  
FL DL



Anthony Mojica  
Comm.:HH 216615  
Expires: Jan. 16, 2026  
Notary Public - State of Florida