

**THIRD AMENDMENT TO ACCOUNTEMP'S TERMS**

This Third Amendment to the Accountemps ("Third Amendment") is made as \_\_\_\_\_, by and between the City of Lake Worth Beach, a Florida municipal corporation ("CITY"), and Robert Half International Inc., through its division Accountemps, a company authorized to do business in Florida ("CONSULTANT").

**WHEREAS**, on September 17, 2018, the City entered into a one year agreement with the CONSULTANT for the CONSULTANT to provide staff augmentation services to the CITY ("Agreement") for a not to exceed amount of Twenty-Five Thousand Dollars (\$25,000); and

**WHEREAS**, the CITY and CONSULTANT entered that First Amendment to the Agreement which extended the initial term of the Agreement to September 16, 2020 with a not to exceed amount of Fifty Thousand Dollars (\$50,000); and

**WHEREAS**, on April 2, 2020, the CITY and CONSULTANT entered a Second Amendment to the Agreement to increase the not to exceed amount to One Hundred Fifty Thousand Dollars (\$150,000); and

**WHEREAS**, the Second Amendment was approved by the City Manager pursuant to his emergency powers under the City's procurement code and as authorized by the Governor's Executive Order (dated March 9, 2020); and

**WHEREAS**, the purpose of this Amendment is to: (1) have the Second Amendment ratified by the City Commission in accordance with the City's procurement code and policy; (2) extend the term of the Agreement for an additional one (1) year until September 15, 2021; and, (3) to increase the not to exceed amount of the Agreement by Seventy Thousand Dollars (\$70,000) for a total Agreement (as amended) not to exceed amount of Two Hundred Ninety-Five Thousand Dollars (\$295,000); and

**WHEREAS**, the CITY is authorized to extend the term of the Agreement under the CITY's procurement code and policy which authorizes the CITY to utilize consultants (professional services) with a distinctive field of expertise as an exempt procurement; and

**WHEREAS**, the CITY finds the CONSULTANT possesses the requisite distinctive field of expertise to extend the Agreement as an exempt procurement and finds entering this Third Amendment to the Agreement serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Ratification.** By approving this Third Amendment, the City Commission ratifies the Second Amendment entered on an emergency basis by the City Manager.

3. **Amount Not To Exceed.** The total amount of compensation that will be paid to the CONSULTANT by the CITY under the Agreement, the First Amendment, Second Amendment and this Third Amendment is Two Hundred Ninety-Five Thousand Dollars (\$295,000). No additional sums shall be paid to the CONSULTANT unless agreed to by the CITY in a further written amendment to the Agreement.

4. **Entire Agreement.** The CITY and the CONSULTANT agree that this Third Amendment, the First and Second Amendment, and the Agreement set forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Agreement including the First, the Second and this Third Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement and the First and Second Amendment not amended by this Third Amendment remain in full force and effect.

5. **Counterparts.** This Third Amendment may be simultaneously executed in several counterparts and electronically, each of which shall be an original and all of which shall constitute but one and the same instrument. Either or both parties may sign this Third Amendment via facsimile or email and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF the parties hereto have made and executed this Third Amendment to the Agreement (Addendum to the Accountemps General Conditions of Assignment and Terms of Payment) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: \_\_\_\_\_  
Pam Triolo, Mayor

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

CONSULTANT: ROBERT HALF INTERNATIONAL INC.

DocuSigned by:  
*Chad Leibundguth*  
By: \_\_\_\_\_  
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[Corporate Seal]

Print Name: Chad Leibundguth  
Title: District Director

STATE OF Florida )  
COUNTY OF Miami-Dade )

The foregoing instrument was acknowledged before me this 18 day of August, 2020, by Chad Leibundguth, who was physically present, as District Director (title), of **ROBERT HALF INTERNATIONAL INC.**, A Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following \_\_\_\_\_ as identification.

Notary Public

*[Signature]*  
\_\_\_\_\_  
Print Name: Ailin Gonzalez  
My commission expires: November 13, 2023

