

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
FOR INFORMATION TECHNOLOGY SERVICES**

THIS FIRST AMENDMENT (“Amendment”) to the Professional Services Agreement for Information Technology Services is made as of _____, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and R2 Unified Technologies, LLC, a Florida limited liability company (“CONSULTANT”).

WHEREAS, on April 13, 2020 the CITY and Consultant entered into a Professional Services Agreement for Consultant to provide Information Technology Services to the CITY (the “Agreement”); and

WHEREAS, the initial term of the Agreement was from April 13, 2020 to November 1, 2020; and

WHEREAS, the Agreement had an initial one (1) year term with the option to extend the term by written agreement of the parties for two (2) additional one (1) year terms; and

WHEREAS, the CITY and the CONSULTANT wish to amend the Agreement to extend the terms of the Agreement for an additional one (1) year term with all other terms and conditions remaining the same: and

WHEREAS, the CITY’s City Manager may extend this Agreement annually under the same terms and conditions; and

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the CITY and 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. **Term of Agreement.** The parties agree that the term of the Agreement is hereby amended to run from November 2, 2020 to November 1, 2021 unless earlier terminated.

3. **Scope of Services.** The parties agree that the CONSULTANT shall perform all services as specified in the Agreement.

4. **Amount Not To Exceed.** The maximum not to exceed amount for this Agreement is \$50,000.00 (Fifty Thousand Dollars) annually. The CITY shall not reimburse the CONSULTANT for any additional costs incurred as a direct or indirect result of the CONSULTANT providing the services as specified in the Agreement to the CITY. If the CITY needs any additional services from the CONSULTANT that are not specified in the Agreement,

the CONSULTANT and CITY shall mutually agree in writing to such additional services and the cost for the same prior to such additional services being provided.

5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement and this Amendment 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 this 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 (except as amended herein) remain in full force and effect.

6. **Counterparts.** This Amendment may be simultaneously executed in several counterparts, 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 Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

**REST OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement for Information Technology Services 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:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

R2 UNIFIED TECHNOLOGIES, LLC

By: _____

Print Name: Jason Doherty

Title: Director of Sales

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 23rd day of October, 2020, by Jason Doherty, who was physically present, as Director of Sales (title), of **R2 Unified Technologies, LLC**, a Florida limited liability company, and who is personally known to me or who has produced the following drivers license as identification

Notary Public: _____

Print Name: Phyllis R Garcia

My commission expires: 09/15/2023

