

**TENTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Tenth Amendment to the Professional Services Agreement ("Tenth Amendment") is made as of _____, between the **City of Lake Worth Beach**, a Florida a municipal corporation ("City"), and **Ben Few & Company, Inc.**, a corporation authorized to do business in the State of Florida ("Consultant").

RECITALS

WHEREAS, the City has utilized Consultant's risk management services since 2011, when Consultant was selected through a competitive selection process; and

WHEREAS, the City and Consultant entered into a new Professional Services Agreement for Comprehensive Risk Management Services (the "Agreement") on September 30, 2015, which expanded the services provided by Consultant, and that Agreement was extended by First Amendment from September 30, 2016 to September 30, 2017, by Second Amendment from September 30, 2017 to September 30, 2018, by Third Amendment from September 30, 2018 to September 30, 2019, by Fourth Amendment from September 30, 2019 to September 30, 2020, by Fifth Amendment from September 30, 2020 to September 30, 2021, by Sixth Amendment from October 27, 2021 to September 30, 2022, by Seventh Amendment from October 6, 2022 to September 30, 2023 and by Eight Amendment from September 28, 2023 to September 30, 2024 and by Ninth Amendment from October 8, 2024 to September 30, 2025 (collectively, "Amendments"); and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2028 under the same terms and conditions and pricing; and

WHEREAS, the remainder of the Agreement and relevant Amendments, including the current compensation of \$48,000 per year, will remain in full force and effect.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which hereby acknowledged by the parties, The City and Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals incorporated into this Ninth Amendment as true and correct statements.

SECTION 2: AMENDMENTS TO AGREEMENT AND NINTH AMENDMENT.

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Tenth Amendment to September 30, 2028, unless earlier terminated as set forth in the Agreement.
- b. The total compensation to be paid to Consultant shall not exceed forty-eight thousand dollars (\$48,000) annually for the additional three (3) years of service, said payment to be made at a rate of \$4,000 per month.

SECTION 3: The E-Verify provision included in the Seventh Amendment is hereby deleted in its entirety and replaced with the following:

E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Consultant shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;
- e. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the Consultant may not be awarded a contract for at least 1 year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of this Agreement.

SECTION 4: The Scrutinized Companies provision included in the Seventh Amendment is hereby deleted in its entirety and replaced with the following:

Scrutinized Companies.

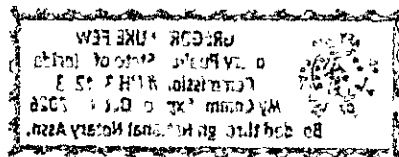
- a. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if Consultant or any of its subcontractors are found to have submitted a false certification; or if Consultant or any of its subconsultants, are placed on the Scrutinized Companies that Boycott Israel List or are engaged in a boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, Consultant certifies that it and its subconsultants are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria

as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the City may immediately terminate this Agreement at its sole option if Consultant, or any of its subconsultants are found to have submitted a false certification; or if Consultant or any of its subconsultants are placed on the Scrutinized Companies with Activities in Sudan List, or has been placed on a list created pursuant to Section 215.473, Florida Statutes, relating to scrutinized active business operations in Iran, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

SECTION 5. ENTIRETY OF AGREEMENT. The City and the Consultant agree that the Agreement, all of its Amendments and this Tenth 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 the Agreement, the Amendments, or this Tenth Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 6. EFFECTIVENESS. Except for the provisions of the Agreement specifically modified by the Amendments and this Tenth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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SIGNATURE PAGE FOLLOWS**



IN WITNESS WHEREOF the parties hereto have made and executed this Tenth Amendment to the Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

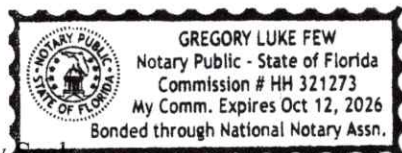
Consultant: **Ben Few & Company, Inc.**

By: _____
Authorized Representative

[Corporate Seal]

STATE OF Florida)
COUNTY OF Lee)

THE FOREGOING instrument was acknowledged before me by means of ☒ **physical presence** or ☐ **online notarization** on this 25th day of August 2025, by Ben Few IV, as the President [title] of **Ben Few & Company**, a company authorized to do business in the State of Florida, who is ☒ **personally known to me** or ☐ **who has produced** _____ as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind **Ben Few & Company, Inc.** to the same.



Notary Seal

Notary Public Signature