

**FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
ANNUAL INDEPENDENT FINANCIAL AUDITING SERVICES**

This First Amendment to the Professional Services Agreement for the Annual Independent Financial Auditing Services ("First Amendment") is made as of the _____, 2022, by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("CITY"), and **RSM US, LLP**, a limited liability partnership authorized to do business in Florida ("CONSULTANT").

WHEREAS, on October 6, 2020, based on the Request for Proposal number 20-208, the City entered into an agreement with the CONSULTANT for the CONSULTANT to provide Annual Independent Financial Auditing Services to the CITY in accordance with the section 218.391, Florida Statutes (Auditor selection procedure) ("Agreement"); and

WHEREAS, the initial term of the Agreement was for three (3) years was inclusive of audits for the fiscal years ending September 30, 2020, 2021 and 2022 and allowed for the parties to extend the initial term for two (2) additional fiscal years (inclusive of audits for the fiscal years ending September 30, 2023 and 2024); and

WHEREAS, during the first annual audit for the fiscal year ending September 30, 2020, the CITY was in need of additional services under the Agreement and determined that the CITY would need to include additional services for the continuing fiscal years; and

WHEREAS, the CITY desires to increase the Not To Exceed amounts for audits for fiscal years ending September 30, 2020, 2021, 2022, and 2023 by \$20,000 annually (inclusive of \$10,000 for additional services for the CITY financial audit and \$10,000 for CRA stand-alone financial audit fees) and allow for additional \$5,000 annual contingency for any further additional services that CITY may request from the CONSULTANT; and

WHEREAS, the CITY and CONSUTLANT agree that the additional cost for services to be acceptable; and

WHEREAS, entering this First 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. **Amount Not To Exceed.** The total amount of compensation that will be paid to the CONSULTANT by the CITY includes the not to exceed amount set forth in the Agreement plus the following additional not to exceed amounts:

- a. Up to Twenty Thousand Dollars (\$20,000.00) for additional services for each of the following fiscal year's audit: FY 2020, FY 2021, FY 2022 and FY 2023. This amount includes additional services for the CITY of up to Ten Thousand Dollars (\$10,000.00) and additional services for the CRA of up to Ten Thousand Dollars (\$10,000); and,
- b. Up to Five Thousand Dollars (\$5,000.00) Contingency. This contingency is for further additional services that the CITY may request from the CONSULTANT during a fiscal year audit under this Agreement. The \$5,000 contingency is not guaranteed as payable in whole or in part to the CONSULTANT unless the CITY provides the CONSULTANT with a Purchase Order for additional services under this contingency and the authorized additional services are provided by the CONSULTANT. The City Manager or designee is authorized to issue the written authorization for additional services in form of an approved Purchase Order. The CONSULTANT may then invoice the CITY for the amount of the authorized additional services provided to be paid from the \$5,000 contingency.

3. **Entire Agreement.** The CITY and the CONSULTANT agree that this First 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 or this First 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 not modified by this First Amendment remain in full force and effect.

4. **Counterparts.** This First 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 First 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 First Amendment to the Professional Services Agreement for the Annual Independent Financial Auditing Services first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, 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

CONSULTANT: RSM US, LLP

By: Brett Friedman

[Corporate Seal]

Print Name: Brett Friedman

Title: Partner

STATE OF Florida)
COUNTY OF Broward)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 14 day of April 2022, by Brett Friedman, as the Partner of RSM US, LLP, who is authorized to do business in the State of Florida, produced N/A as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONSULTANT to the same.

Carol Morgan Kuzava
Notary Public Signature

