

**EIGHTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This Eighth Amendment to the Professional Services Agreement ("Eighth 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, and by Seventh Amendment from October 6, 2022 to September 30, 2023 ( collectively, "Amendments"); and

**WHEREAS**, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2024; 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 Eighth Amendment as true and correct statements.

**SECTION 2: AMENDMENTS TO AGREEMENT AND SEVENTH AMENDMENT.**

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Eighth Amendment to September 30, 2024, 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) for the additional year of service, said payment to be made at a rate of \$4,000 per month.

- c. The required insurance pursuant to Section 11 of the Agreement is amended to add the following:

Cyber liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate

Cyber liability coverage shall be sufficiently broad to respond to the duties and obligations as set forth in the Agreement and shall include, but not be limited to, claims involving data breach, media content, infringement of intellectual property, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with sufficient limits to respond to these obligations.

**SECTION 3. ENTIRETY OF AGREEMENT.** The City and the Consultant agree that the Agreement and all of its Amendments 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 Eight Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**SECTION 4. EFFECTIVENESS.** Except for the provisions of the Agreement specifically modified by the Amendments and this Eight Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**REMAINDER OF THIS PAGE LEFT BLANK  
SIGNATURE PAGE FOLLOWS**

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

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Melissa Coyne, 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



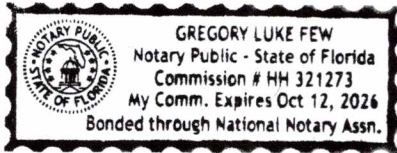
[Corporate Seal]

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

By: \_\_\_\_\_  
Print Name: Ben C. Few III  
Title: President

STATE OF Florida )  
COUNTY OF Lee )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 31 day of August 2023, by Ben Few III, as the President [title] of Ben Few & Company, LLC [vendor's name], a LLC [corporate description], who is personally known to me or who has produced \_\_\_\_\_ 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.



Notary Seal:

\_\_\_\_\_  
Notary Public Signature