

**NINTH AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This Ninth Amendment to the Professional Services Agreement (“Ninth 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 (collectively, "Amendments"); and

**WHEREAS**, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2025; 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 Ninth Amendment to September 30, 2025, 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.

**SECTION 3. ENTIRETY OF AGREEMENT.** The City and the Consultant agree that the Agreement, all of its Amendments and this ninth 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 Ninth 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 Ninth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

**SECTION 5. COMPLIANCE WITH SECTION 787.06, FLORIDA STATUTES (2024).** By signing this Amendment before a notary public and taking an oath under the penalty of perjury, the CONSULTANT attests and warrants that the CONSULTANT does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

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

IN WITNESS WHEREOF the parties hereto have made and executed this Ninth 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



[Corporate Seal]

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

By: \_\_\_\_\_

Print Name: Ben Few III

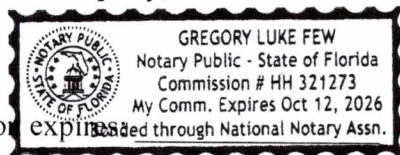
Title: President

STATE OF Florida )  
COUNTY OF Lee )

THE FOREGOING instrument was acknowledged before me by means of  physical presence or  online notarization on this 5<sup>th</sup> day of September 2024, by Ben Few III, 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:

My Commission Expires



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