

FIRST AMENDMENT TO STANDARD AGREEMENT FOR LEGAL SERVICES

This FIRST AMENDMENT TO THE STANDARD AGREEMENT FOR LEGAL SERVICES ("FIRST AMENDMENT") is made this _____, 2025, between the City of Lake Worth Beach, Florida, a municipal corporation ("CITY"), and **Akerman LLP** a limited liability partnership authorized to do business in the State of Florida ("FIRM").

RECITALS

WHEREAS, on September 5, 2023, the CITY and FIRM entered a Standard Agreement for Legal Services, together with the FIRM's Engagement Letter and Standard Terms and Conditions of Engagement for the FIRM to provide services to the CITY regarding employee classification related to the City's Pension Ordinance (collectively, the "Agreement"); and

WHEREAS, the initial compensation under the Agreement was not to exceed twenty-five thousand dollars (\$25,000) on an annual basis, unless the Agreement is approved by the City Commission and executed by the Mayor; and

WHEREAS, on April 16, 2024, the Agreement was approved by the City Commission and executed by the Mayor for compensation not to exceed one-hundred thousand dollars (\$100,000) on an annual basis; and

WHEREAS, on August 6, 2024, the City Commission approved an increase in the annual compensation amount up to one-hundred and seventy thousand dollars (\$170,000); and

WHEREAS, the CITY has identified additional services related to the original scope of services that are necessary to ensure compliance with the Internal Revenue Code (Code), the Florida Protection of Public Employee Retirement Benefits Act (Act), and the provisions of the Employee Retirement Income Security Act (ERISA) incorporated therein; and

WHEREAS, it is expected that an additional amount up to one-hundred and twenty thousand dollars (\$120,000) will be needed this fiscal year to complete the necessary work; and

WHEREAS, the CITY and the FIRM desire to formally amend the Agreement to adjust the scope of services and compensation amount and for compliance with changes in law.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the CITY and the FIRM agree to amend the Agreement as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated into this Amendment as true and correct statements.

2. **AMENDMENT TO AGREEMENT.** The CITY and FIRM agree to amend the Agreement as follows:

Paragraphs 6.3 and 6.4 regarding "PUBLIC ENTITY CRIMES, DISCRIMINATION AND SCRUTINIZED COMPANIES", are hereby deleted in their entirety and replaced with the following:

6.3 The Firm certifies that it and its subcontractors are not on the Scrutinized Companies or Other Entities that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes, 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 the Firm or any of its subcontractors are found to have submitted a false certification; or if the Firm or any of its subcontractors, are placed on the Scrutinized Companies or Other Entities that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

6.4 If this Agreement is for one million dollars or more, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in Iran Terrorism Sectors List created pursuant to Section 215.473, Florida Statutes, 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 the Consultant, or any of its subcontractors are found to have submitted a false certification; or if the Consultant or any of its subcontractors 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.

Paragraph 13.1 regarding "SERVICES AND COMPENSATION", is amended to adjust the scope of services, as follows (adding the underlined language and deleting the ~~struck-through~~ language):

13.1 The initial scope of services under this Agreement shall be for the Firm to provide all services regarding employee classification related to the City's Pension Ordinance. The scope of services to be provided by the Firm under this Agreement shall also include services to address federally-mandated retirement plan changes and to advise on compliance with the retirement plan-related provisions of the Internal Revenue Code (Code), the Florida Protection of Public Employee Retirement Benefits (Act), and the provisions of the Employee Retirement Income Security Act (ERISA) incorporated therein. This is a non-exclusive Agreement and the City reserves the right to contract with individuals or firms to provide the same or similar services.

Paragraph 13.2 regarding "SERVICES AND COMPENSATION", is amended to adjust the not to exceed compensation amount, as follows (adding the underlined language and deleting the ~~struck-through~~ language):

13.2 The City agrees to compensate the Firm at a 20% discount hourly rate of Seven Hundred and Sixty-Eight dollars (\$768.00) per hour for Beth Alcalde and 20% discount hourly rate of Five Hundred and Fifty-Two dollars (\$552.00) per hour for Montaye Sigmon and the hourly rate of Seven Hundred and Thirty Two dollars (\$732.00) per hour for Carolyn Kershner; however, the scope of services under this Agreement shall not exceed Two-hundred Ninety Thousand Dollars (\$290,000) ~~Twenty-Five Thousand Dollars (\$25,000)~~ on an annual basis. The City shall not reimburse the Firm for any additional costs incurred as a direct or indirect result of the Firm providing services to the City under this Agreement, except for those costs allowed under paragraph 13.7.

Paragraph 13.5 regarding "SERVICES AND COMPENSATION", is amended to adjust the not to exceed compensation amount, as follows (adding the underlined language and deleting the ~~struck through~~ language):

13.5 The total compensation to be paid to the Firm under this Agreement (including all amendments thereto) shall not exceed \$290,000 ~~\$25,000, on an annual basis, unless this Agreement is approved by the City Commission and executed by the Mayor.~~ However, this is a non-exclusive Agreement and the City does not guarantee that any further services beyond those stated herein will be requested of the Firm.

3. ENTIRETY OF AGREEMENT. The CITY and the FIRM agree that the Agreement and this First 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 or this First Amendment may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

4. LEGAL EFFECT. This First Amendment shall not become binding and effective until approved by the City Commission.

5. COUNTERPARTS. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this First Amendment.

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

7. ANTI-HUMAN TRAFFICKING. By signing this First Amendment as set forth below, the Firm's authorized representative attests that the FIRM does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Standard Agreement for Legal Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Yannick Ngendahayo, Interim Finance Director

CONSULTANT: AKERMAN LLP

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF PALM BEACH

By: Carolyn Kershner
Name: Carolyn Kershner
Title: Partner

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 8th day of October 2025, by Carolyn Kershner, as the Partner [title] of Akerman LLP., a partnership authorized to do business in the State of Florida, who is personally known to me or who has produced N/A as identification, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and he or she is duly authorized to execute the foregoing instrument and bind the FIRM to the same.

Notary Public Signature: Helena Beatriz Medina

Notary Seal:

