

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Planning, Zoning and Historic Preservation Professional Services)

THIS FIFTH AMENDMENT to the Professional Services Agreement for Planning, Zoning and Historic Preservation Professional Services (“Amendment”) is made as of _____, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **CHEN MOORE AND ASSOCIATES, INC.**, a Florida Corporation located at 500 Australian Ave South, Suite 850, West Palm Beach, FL 33401 (“Consultant”).

WHEREAS, on September 27, 2021, based on the Request for Proposals RFP No. 21-207 for Planning, Zoning and Historic Preservation Professional Services the City entered into a Professional Services Agreement with NZ Consultants, Inc. to complement the Planning & Preservation Division staff of the City’s Department of Community Sustainability (“Agreement”); and

WHEREAS, the term of the Agreement was for three (3) years with the option for two (2) additional one (1) year terms; and

WHEREAS, on February 13, 2023, the City entered into a Novation Agreement with NZ Consultants, Inc. to transfer all of the rights, titles and interests in Contracts from NZ Consultants, Inc. to the Consultant in order to continue the Agreement; and

WHEREAS, on October 2, 2024 the City and the Consultant amended the agreement to add additional services and extend the terms of the Agreement for an additional one (1) year to September 27, 2025.

WHEREAS, the City and the Consultant wish to amend the agreement to increase the annual Not to Exceed Amount for Fiscal Year 2024-2025 by Forty-Five Thousand (\$45,000) Dollars, and:

WHEREAS, the City finds amending the Agreement as set forth herein is in the best interest of the City and 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 parties agree as follows:

- 1. Recitals.** The above recitals are true and correct and are fully incorporated herein by reference.
- 2. Compensation to Consultant.** The total annual not to exceed amount under this Amendment for Fiscal Year 2024-2025 shall be Ninety Five Thousand Dollars (\$95,000).
- 3. Entire Agreement.** The parties agree that the Agreement (as previously amended) the Novation Agreement and this 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 this amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

4. Counterparts. This 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 Amendment. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

5. Amendment. Except for the provisions of the Agreement previously amended and specifically amended by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

6. 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).

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this Fifth amendment to the Agreement for Planning, Zoning and Historic Preservation Professional Services on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Betty Resch, Mayor

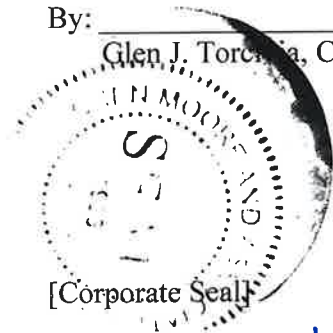
By: _____
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY:

By: _____
Glen J. Torrealba, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

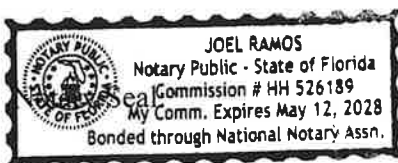


CONTRACTOR: CHEN MOORE AND ASSOCIATES, INC.

By: _____
Authorized Representative

STATE OF Florida
COUNTY OF Broward

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this 19th day of August 2025, by Jason McClair, as the Vice President [title] of **Chen Moore and Associates, Inc.**, 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 **Chen Moore and Associates, Inc.** to the same.



Notary Public Signature