

**FIRST AMENDMENT TO CITY OF LAKE WORTH BEACH STANDARD
AGREEMENT FOR LEGAL SERVICES**

This First Amendment to the Standard Agreement ("Amendment") is made as of the 8th day of June, 2021, by and between the **City of Lake Worth Beach**, a Florida Municipal Corporation, whose mailing address is 7 North Dixie Highway, Lake Worth Beach, Florida 33460 ("City") and **Baker, Donelson, Bearman, Caldwell & Berkowitz, PC**, whose mailing address is 901 K Street, N.W., Suite 900, Washington, D.C. 20001 ("Firm").

WHEREAS, on March 19, 2019, the City and Firm entered a Standard Agreement for Legal Services (the "Agreement"); and,

WHEREAS, the City and Firm desire to amend the Agreement to increase the compensation to the Firm; and,

WHEREAS, the City finds the amendments to the Agreement as set forth in this Amendment serves a valid public purpose.

NOW, THEREFORE, in consideration of the mutual promises contained in this Amendment to City of Lake Worth Beach Standard Agreement for Legal Services, the City and Firm agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Amendments to the Agreement.** The parties agree that the Agreement is amended as follows:

- a. Section 12.1 of the Agreement is amended as follows:

The City shall compensate the Firm on an hourly basis for legal services. The hourly rates of the Firm are as follows:

Name	Title	Hourly Rate
Ernie Abbott	Of Counsel	\$557
Joshua Tropper	Of Counsel	\$510
Wendy Huff Ellard	Shareholder	\$437
Eve Cann	Shareholder	\$437
Michelle Zaltsberg	Shareholder	\$364
Spencer Leach	Associate	\$364
Danielle Aymond	Of Counsel	\$350
Jordan Corbitt	Associate	\$276
Parker Wiseman	Of Counsel	\$267
Chris Bomhoff	Disaster Policy Specialist	\$230
Anastasia Zhitareva	Paralegal	\$190
Melody Williams	Disaster Recovery Coordinator	\$157

The Firm will obtain the prior written consent of the City Attorney or City Manager if other attorneys are proposed to bill time for work under this Agreement. The hourly rate must be provided with the request for said consent.

- b. Section 12.3 of the Agreement is amended as follows:

The total compensation to be paid to the Firm under this Agreement (including all amendments thereto) shall not exceed \$200,000 including all costs, unless an amendment to this Agreement is approved by the City Commission and executed by the Mayor and City Clerk. However, this is a non-exclusive Agreement and the City does not guarantee any level or amount of services hereunder or that the City will not terminate this Agreement before all services are utilized.

3. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Firm shall:

- a. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractor (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- b. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;
- c. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- d. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- e. Be aware that a violation of section 448.09, Florida Statutes (Unauthorized Aliens; Employment Prohibited), shall be grounds for termination of this Agreement; and,
- f. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Firm may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of the termination of the Agreement.

4. **Entire Agreement.** The City and the Firm agree that the 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. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

5. **Counterparts.** This 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 Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

6. **Scrutinized Companies.**

- a. The Firm certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List 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 that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- b. If this Agreement is for one million dollars or more, the Firm certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, 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 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 with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

- c. The Firm agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The Firm agrees that the certifications in this section shall be effective and relied upon by the City for the term of this Agreement, including any and all renewals.
- e. The Firm agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Firm shall immediately notify the City of the same.
- f. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to the Standard Agreement for Legal Services to be executed as of the day and year set forth above.

CITY OF LAKE WORTH BEACH

ATTESTS:


By: _____
Deborah M. Andrea, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By:  _____
Glen J. Torcivia, City Attorney

**Baker, Donelson, Bearman, Caldwell &
Berkowitz, PC**

By:  _____

[Corporate Seal]

Print Name: Michelle Zaltsberg

Title: Shareholder