

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
CRS Max Consultant Services**

This Fourth Amendment to the Professional Services Agreement ("Fourth Amendment") is made as of the _____, 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 **CRS Max Consultants, Inc.**, whose mailing address is 3331 NW 71st Street, Coconut Creek, FL 33073 ("Consultant").

WHEREAS, in April 2017, the City entered a Professional Services Agreement with the Consultant to assist the City in its response to the ISO/CRS specialist following the City's Community Rating System Verification Visit (the "Agreement"); and

WHEREAS, the scope of the Agreement was limited to the City's response to the ISO/CRS specialist and the City desires to continue to use the Consultant for additional Community Rating System (CRS) services and to improve the City's CRS class rating; and

WHEREAS, the City entered into a First Amendment which expanded the CRS services; and,

WHEREAS, in the Second Amendment the City also extended the timeframe for services to September 30, 2019; and,

WHEREAS, in the Third Amendment the City also extended the timeframe for services to September 30, 2020; and,

WHEREAS, the Consultant has significant and unique experience in providing such consulting services to a municipality; and

WHEREAS, the City's procurement code, section 2-112(c), authorizes the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection.

WHEREAS, the purpose of this Fourth Amendment is to set forth certain terms and conditions for the continued provision of services by the Consultant to the City from October 1, 2020 through September 30, 2021.

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 Consultant agree to amend the Agreement as follows:

1. **AMENDMENT TO AGREEMENT**. In addition to the existing scope of services under the Agreement and the First and Second Amendments, the scope of services is amended to include those services set forth in the Consultant's proposal, attached hereto as **Exhibit "1"** and incorporated herein. The City and Consultant reserve the right to terminate this Agreement upon written notice to the other. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination.

2. **ENTIRETY OF AGREEMENT**. The City and the Consultant agree that the Agreement, the First, Second and Third Amendments, and this Fourth Amendment set forth the entire agreement between the parties, and that there are no promises or understandings other than stated in the Agreement, the First, Second and Third Amendments and this Fourth Amendment. None of the provisions, terms and conditions contained in the Agreement or the amendments may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

3. **LEGAL EFFECT**. This Fourth Amendment shall not become binding and effective until approved by the City Manager.

4. **COUNTERPARTS**. This Fourth Amendment may be executed in one or more counterparts and electronically, 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 Fourth Amendment.

5. AMENDMENT. Except as stated herein, all other terms and conditions of the Agreement shall remain in full force and effect.

6. TERM. The term of this agreement is for one (1) year commencing on October 1, 2020 through September 30, 2021. This Agreement may be renewed for additional three (3) one (1) year terms by the City Manager.

7. COMPENSATION. The City agrees to compensate the Consultant an amount not to exceed \$15,000.00 in accordance with Exhibit "1" to this Fourth Amendment.

8. SCRUTINIZED COMPANIES. As provided in Section 287.135, Florida Statutes, as amended from time to time, by entering into this Agreement, the Consultant certifies that it and any authorized subcontractor/subconsultants are not participating in the boycott of Israel. The City and the Consultant agree that the City will have the right to terminate the Agreement if the Consultant (and/or subcontractor/subconsultants) is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

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

CITY OF LAKE WORTH BEACH

ATTEST:

By: _____
Pam Triolo, Mayor

By: _____
Debbie M. Andrea, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

CRS MAX CONSULTANTS, INC.

By: Cathy L. King
Cathy L. King, President

Date: 8-11-2020

By: Myra Kereal
Witness

By: Carl S. King
Witness

Exhibit “1”
Consultant’s Proposal

**CITY OF LAKE WORTH BEACH
PROPOSAL FOR FY 2020-2021
CRS CONTINUING CONSULTANT SERVICES
AND CRS VERIFICATION VISIT SERVICES
July 15, 2020**

I. BACKGROUND

The City of Lake Worth Beach (City), in anticipation of its Verification Visit in 2021, has requested that CRS Max Consultants, Inc. (Consultant) submit a proposal for CRS Verification Visit Consultant Services and CRS Continuing Consultant Services to assist in this endeavor. The scope of this proposal is developed to respond to this request.

Approximately once every five years, the Insurance Services Office (ISO), which oversees all CRS programs in the nation, performs an audit of every participating community's CRS program. This audit, known as a Verification Visit, typically requires extensive preparation on the part of the community.

The Consultant proposes to work together with the staff of the City of Lake Worth Beach to prepare for the City's Community Rating System Verification Visit, to participate in the Visit and to assist in providing any required documentation following the Visit.

The National Flood Insurance Program's (NFIP) Community Rating System (CRS) rewards communities that exceed the minimum NFIP requirements to help their citizens prevent or reduce flood losses. Under the NFIP/CRS Program, flood insurance premiums in participating communities can potentially be reduced by up to 45%. By implementing floodplain management activities under the CRS Program, the City of Lake Worth Beach is currently rated a Class 7, which translates into a 15% reduction in flood insurance premiums for properties within its Special Flood Hazard Areas and 5% outside its Special Flood Hazard Areas.

II. SCOPE OF SERVICES

A. CRS CONTINUING CONSULTANT SERVICES

The following services shall be included in CRS Continuing Consulting Services:

- Review current CRS program
- Provide answers to questions pertaining to the CRS program
- Interface with ISO/CRS Specialist as required

- Review Elevation Certificates for accuracy and completeness
- Assist with efforts to improve City's CRS classification

B. CRS VERIFICATION VISIT CONSULTANT SERVICES

Abbreviated Scope of Services:

- Review and evaluate current CRS program
- Work together with staff to prepare for ISO/CRS Specialist Verification Visit:
 - Identify documentation requirements
 - Organize documentation
 - Interface with ISO/CRS Specialist as required
- Accompany staff during Verification Visit
- Assist in providing any supplemental documentation required following visit.

Detailed Scope of Services:

The CRS Program is a multidiscipline program that entails a total of 19 distinct activities, each of which contains its own series of elements and sub elements. Each of the 19 activities is listed below. Following this listing is a description of the anticipated services that will be provided by CRS Max Consultants. The CRS Program is ultimately the responsibility of each participating community. Due to the complexity of the program, however, consultant assistance can be beneficial to:

- Explain and clarify activity requirements
- Conduct research to assist in providing the required documentation
- Train staff as needed
- Provide optimal drafts for information dissemination and templates for recordkeeping
- Provide perspective that will aid in determining optimal use of resources
- Assure adequate documentation
- Provide quality control
- Interface with ISO/CRS Specialist as may be required
- Maintain or improve the City's CRS score.

The following activities can be credited under the CRS program:

300 Public Information Activities

- 310 Elevation Certificates
- 320 Map Information Service
- 330 Outreach Projects
- 340 Hazard Disclosure
- 350 Flood Protection Information

360 Flood Protection Assistance
370 Flood Insurance Promotion

400 Mapping and Regulations

410 Floodplain Mapping
420 Open Space
430 Higher Regulatory Standards
440 Flood Data Maintenance
450 Stormwater Management

500 Flood Damage Reduction Activities

510 Floodplain Mgmt. Planning
520 Acquisition and Relocation
530 Flood Protection
540 Drainage System Maintenance

600 Warning and Response

610 Flood Warning and Response
620 Levees
630 Dams

Following is a description of the services that CRS Max Consultants proposes for each of the 19 activities.

310 ELEVATION CERTIFICATES

Elevation certificates are the foundation of the CRS program. As such, it is essential that they be maintained accurately and consistently. Communities that do not maintain elevation certificates appropriately can revert to a Class 10, which essentially suspends the community from the CRS program. Consultant will assure that the City has an acceptable standard operating procedure for elevation certificates and will review the City's elevation certificates issued subsequent to the last verification visit for accuracy. The correctness of the elevation certificates and compliance with the NFIP and the City's ordinances are ultimately the responsibility of the City.

320 MAP INFORMATION SERVICE

Consultant will explain the types of map information services that can be rendered and help the City determine what level of service it would be willing to provide to the community. Consultant will assist in refining its standard operating procedure as may be requested and assist in locating the maps and/or data sources necessary to provide the service. Consultant will provide a template for letters of map determination. Furthermore, Consultant will assure that the service is adequately advertised to the community.

330 OUTREACH PROJECTS

Consultant will oversee the implementation of outreach projects to earn points in this activity. Consultant will also provide templates and recommendations for outreach projects. Consultant intends to develop a Program for Public Information, however, because of social distancing requirements the development of this element may not be feasible. Consultant will develop a draft Flood Response Preparations document for the City's consideration.

340 HAZARD DISCLOSURE

Consultant anticipates that there will not be significant effort required for this activity.

350 FLOOD PROTECTION INFORMATION

Consultant will coordinate with Palm Beach County Library system to maximize library credit under this activity. Consultant will update the information included in the City's website, with the intention of earning credit under the website components of this activity.

360 FLOOD PROTECTION ASSISTANCE

Consultant is willing to assist the City in the advertisement for the service and the documentation required.

370 FLOOD INSURANCE PROMOTION

Consultant intends to develop a Flood Insurance Promotion program as a component of the Program for Public Information, however, because of social distancing requirements the development of this element may not be feasible.

410 FLOODPLAIN MAPPING

Consultant will work together with staff to determine which, if any, elements of this activity the City could earn.

420 OPEN SPACE PRESERVATION

Consultant will work together with staff to earn open space preservation credit and make recommendations to maximize the points earned.

430 HIGHER REGULATORY STANDARDS

Consultant will help direct the City to provide the documentation required for this activity.

440 FLOOD DATA MAINTENANCE

Consultant will work together with staff to document the credit that can be received under this activity. Consultant will also assist in the identification of benchmarks that can receive credit and the securing of documentation to earn credit for other applicable elements.

450 STORMWATER MANAGEMENT

Consultant will work together with staff to provide the documentation required to earn the points that can be received under this activity. This may include identification of stormwater management documentation from the City, the County and the South Florida Water Management District.

510 FLOODPLAIN MANAGEMENT PLANNING

The City utilizes Palm Beach County's Local Mitigation Strategy for this purpose. Consultant will assist in preparation of the required annual progress report that must be submitted to the Commission.

520 ACQUISITION AND RELOCATION

Consultant will help determine whether the City can earn credit for this activity and will assist the City in providing the necessary documentation required, should the City consider this to be worth the effort.

530 FLOOD PROTECTION

Consultant will determine whether the City can earn credit for this activity. If there is credit available and if the City considers this to be worth the effort, consultant will assist the City in providing the necessary documentation required.

540 DRAINAGE SYSTEM MAINTENANCE

Consultant will assist in the refining of an acceptable map and inventory and a standard operating procedure for drainage system maintenance. Further, Consultant will explain the documentation requirements and assist the City in its efforts to demonstrate that its capital improvement plan addresses stormwater issues.

610 FLOOD WARNING AND RESPONSE

In the state of Florida, emergency management, including flood warning and response, is primarily the responsibility of the County governments. Consultant will work to receive the credit that Palm Beach County receives for this activity.

Consultant will also work with City staff to secure any additional credit the City is able to earn from its own activities.

620 LEVEES

Consultant does not anticipate the City will qualify for credit under this activity.

630 DAMS

Consultant does not anticipate the City will qualify for credit under this activity.

III. DELIVERABLES

This project will have the following deliverables:

- Submittal of documentation to ISO at the Verification Visit
- Submittal of additional documentation to ISO, as may be required, following the Verification Visit

IV. SCHEDULE

CRS Max Consultants will begin work on this project upon receipt of a signed contract from the City. Consultant will work until project completion, at least 30 days following Verification Visit.

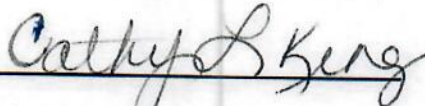
V. COMPENSATION

The cost for services are as follows:

CRS Continuing Consultant Services	\$ 3,000.00
Verification Visit Services	<u>\$12,000.00</u>
TOTAL	\$15,000.00

Payments for the lump sum amount will be billed on a monthly basis.

Consultant will work diligently to improve the City's CRS class rating. A bonus of \$5,000 will be invoiced if class rating improvement is achieved. The bonus would not be due until FY 2021-2022.


Cathy L. King, President
CRS Max Consultant Services, Inc.

7-15-2020
Date