

FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIFTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT ("Fifth Amendment") is made this 24th day of September 2020, between the City of Lake Worth Beach, 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, and by Fourth Amendment from September 30, 2019 to September 30, 2020 ("Amendments"); and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2021; 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 is hereby acknowledged by the parties, the City and Consultant agree as follows:

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

SECTION 2: AMENDMENTS TO AGREEMENT AND FIFTH AMENDMENT.

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Fifth Amendment to September 30, 2021, 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, the Amendments and this Fifth 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 Fifth 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 Fifth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF the parties hereto have made and executed this Fifth Amendment on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Pam Triolo, Mayor

ATTEST:

Approved as to form and legal sufficiency:

Deborah M. Andrea, City Clerk

Glen J. Torcivia, City Attorney
/phr

Approved for financial sufficiency:

Bruce T. Miller, Financial Services Dir.



[Corporate Seal]

BEN FEW & COMPANY, INC

By: _____
Ben Few, III, CEO

STATE OF FLORIDA)
COUNTY OF LEE)

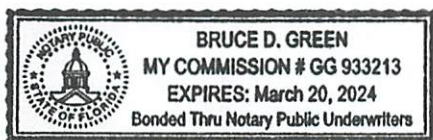
The foregoing instrument was acknowledged before me this 24th day of September 2020, by Ben Few III, as CEO of Ben Few & Company, Inc., a corporation authorized to do business in the State of Florida, and who is personally known to me or who has produced the following _____ as identification.

Notary Public

Bruce D. Green

Print Name: _____

My commission expires: _____





BRUCE D. GREEN
MY COMMISSION # GG 933213
EXPIRES: March 30, 2024
Bonded thru Notary Public Information

