

**SEVENTH AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Seventh Amendment to the Professional Services Agreement (“Seventh Amendment”) is made as of _____ 2022, between the City of Lake Worth Beach a 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, by Fourth Amendment from September 30, 2019 to September 30, 2020, and by Fifth Amendment from September 30, 2020 to September 30, 2021 and by Sixth Amendment from October 27, 2021 to September 30, 2022 (“Amendments”); and

WHEREAS, the City and Consultant desire to amend the Agreement to extend the term to September 30, 2023; 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 herby acknowledged by the parties, The City and Consultant agree as follows:

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

SECTION 2: AMENDMENTS TO AGREEMENT AND SEVENTH AMENDMENT.

- a. The Term of the Agreement which was extended by the Amendments is further extended by this Seventh Amendment to September 30, 2023, 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.
- c. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, the Consultant shall:

- i. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (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;
- ii. 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;
- iii. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the City upon request;
- iv. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- v. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,
- vi. Be aware that if the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes, the Consultant 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.

d. **Scrutinized Companies.**

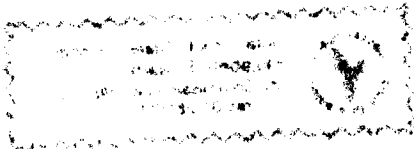
- i. Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the City may immediately terminate this Agreement at its sole option if the Consultant or 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 that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.
- ii. 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, 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 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 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.
- iii. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

- iv. The Consultant 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.
- v. The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.
- vi. 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.

SECTION 3. ENTIRETY OF AGREEMENT. The City and the Consultant agree that the Amendment and this Seventh Agreement 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 Seventh 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 Seventh Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

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SIGNATURE PAGE FOLLOWS**



IN WITNESS WHEREOF the parties hereto have made and executed this Agreement to the Seventh Agreement on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Coyne, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

Consultant: **Ben Few & Company, Inc.**

By: _____
Print Name: Ben Few III
Title: Chairman

[Corporate Seal]

STATE OF Florida)
COUNTY OF Lee)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 12 day of August 2022, by Benjamin C. Few, III, as the Chairman [title] of _____ [vendor's name], a Ben Few - Company, Inc [corporate description], who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the Consultant to the same.

Elizabeth F. Martin
Notary Public Signature

Notary Seal:

