

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT**  
**(Governmental Affairs)**

This FOURTH AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("FOURTH AMENDMENT" hereinafter) is made this 14<sup>th</sup> day of September, 2019, between the City of Lake Worth Beach, Florida, a municipal corporation ("CITY" hereinafter), and Akerman LLP a corporation authorized to do business in the State of Florida ("CONSULTANT" hereinafter).

**RECITALS**

WHEREAS, on September 14, 2014, the CITY and CONSULTANT entered a Professional Services Agreement for the CONSULTANT to provide governmental affairs services to the CITY (the "Agreement" hereinafter); and

WHEREAS, the initial term of the Agreement was from October 1, 2014 to May 31, 2015; and

WHEREAS, by First Amendment, the parties extended the term of the Agreement to September 30, 2017; and

WHEREAS, by Second Amendment, the parties extended the term of the Agreement to September 30, 2018; and

WHEREAS, by Third Amendment, the parties extended the term of the Agreement to September 30, 2019;

WHEREAS, the CITY and CONSULTANT desire to continue their contractual relationship and formally extend the term of the Agreement commencing October 1, 2019 through September 30, 2020.

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

2. AMENDMENT TO AGREEMENT. The CITY and CONSULTANT agree to amend the Agreement as follows:

Paragraph 5(a), regarding "TERM OF SERVICES AND COMPENSATION", is amended to extend the term from October 1, 2019 through to September 30, 2020 and to allow for the term to be further extended by written agreement of the parties.

Paragraph 5(c), regarding "TERM OF SERVICES AND COMPENSATION", for purposes of this Fourth Amendment is amended to state:

The total compensation to be paid to the CONSULTANT under this Fourth Amendment shall not exceed \$25,000.

3: ENTIRETY OF AGREEMENT. The CITY and the CONSULTANT agree that the Agreement, the First Amendment, the Second Amendment, the Third Amendment, and this Fourth 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 First Amendment, the Second Amendment, the Third Amendment or this Fourth Amendment may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

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

5: COUNTERPARTS. This Fourth 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 Fourth Amendment.

6: AMENDMENT. Except for the provisions of the Agreement specifically modified by the First, Second, Third, and/or this Fourth Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Fourth Amendment to the Professional Services Agreement on the day and year first above written.

**Remainder of this page intentionally left blank. Signature page follows.**

ACCEPTANCE

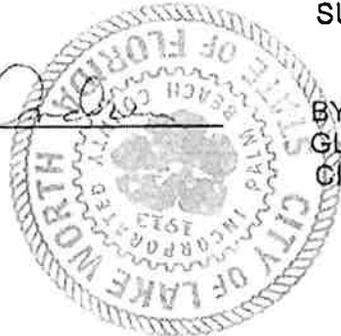
CITY OF LAKE WORTH BEACH, FLORIDA

BY: [Signature]  
MICHAEL BORNSTEIN,  
CITY MANAGER

ATTEST:

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY

BY: [Signature]  
DEBORAH M. ANDREA,  
CITY CLERK



BY: [Signature]  
GLEN J. TORCIVIA,  
CITY ATTORNEY

AKERMAN, LLP

BY: [Signature]  
Richard Pinsky,  
Policy Group Manager

ATTEST:

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 12<sup>th</sup> day of September 2019, by Richard Pinsky, as Policy Group Manager of Akerman LLP, a corporation authorized to do business in the State of Florida and registered fictitious name, and who is personally known to me.

[Signature]  
Lynn A. Cox

