

**ELEVENTH AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT FOR  
DISASTER RECOVERY ADMINISTRATIVE SERVICES**

This ELEVENTH AMENDMENT ("**Eleventh Amendment**") is entered into as of June 9, 2021 by and between The City of Panama City, Florida ("**City**"), a political subdivision formed under the laws of the State of Florida, whose Administrative Office is at 501 Harrison Avenue, Panama City, FL 32401 (previously 519 East 7<sup>th</sup> Street, Panama City, FL, 32401) and Hagerty Consulting, Inc. ("**Provider**"), a corporation organized and existing under the laws of the State of Illinois, whose corporate headquarters is at 1618 Orrington Avenue, Suite 201, Evanston, IL 60201. City and Provider will from time to time be referred to as "**the Parties**".

**WITNESSETH:**

WHERE AS, the **Parties** entered into a contract dated December 12, 2018 ("Contract") for Disaster Recovery Administrative Services;

WHERE AS, the **Parties** entered into the **First Amendment** to the **Contract** effective March 15, 2019; and

WHERE AS, the **Parties** entered into the **Second Amendment** to the **Contract** effective May 20, 2019; and

WHERE AS, the **Parties** entered into the **Third Amendment** to the **Contract** effective December 10, 2019; and

WHERE AS, the **Parties** entered into the **Fourth Amendment** to the **Contract** effective December 10, 2019; and

WHERE AS, the **Parties** entered into the **Fifth Amendment** to the **Contract** effective December 10, 2019; and

WHERE AS, the **Parties** entered into the **Sixth Amendment** to the **Contract** effective February 25, 2020; and

WHERE AS, the **Parties** entered into the **Seventh Amendment** to the **Contract** effective October 27, 2020; and

WHERE AS, the **Parties** entered into the **Eighth Amendment** to the **Contract** effective October 27, 2020;

WHERE AS, the **Parties** entered into the **Ninth Amendment** to the **Contract** effective October 27, 2020;

WHERE AS, the **Parties** entered into the **Tenth Amendment** to the **Contract** effective May 11, 2021; and

WHEREAS, the **Parties** desire to amend the **Contract** between the **Parties**, keeping in effect all the terms and conditions of the original **Contract** and the **First, Second, Third, Fourth, Fifth, Sixth, Seventh, Eighth, Ninth, Tenth Amendment** not inconsistent with the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the **Parties** hereby agree as follows:

1. This **Eleventh Amendment** shall become effective as of June 9, 2021.
2. The **Contract's** not to exceed value is hereby increased by One Hundred and Nine Thousand Two Hundred and Fifty Dollars (\$109,250.00). The first sentence of amended. Section 3.1 of the **Contract** is hereby deleted in its entirety and replaced with the following:

**"3.1** This **Contract** has a Not to Exceed ("**NTE**") cost of Sixteen Million Nine Hundred Sixty-Two Thousand ~~Three Hundred ThirtyEighty~~-Six Dollars and Fifty-Nine Cents (\$16,962,089.59)."

IN WITNESS WHEREOF, the Parties have expressed their agreement to the terms set forth above by causing this **Eleventh Amendment** to be executed by their duly authorized officer or agent. This **Eleventh Amendment** shall be effective as of the date herein.

**Provider: Hagerty Consulting, Inc.**

By (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: Bradley R. Grining

Title: Chief Operating Officer

Witness: \_\_\_\_\_

**City: The City of Panama City, Florida**

By (signature): \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Mayor

Attest: \_\_\_\_\_

Jan Smith, City Clerk-Treasurer

Approved as to form and correctness:

\_\_\_\_\_  
Nevin J. Zimmerman, City Attorney