

**FIRST AMENDMENT TO AGREEMENT FOR  
UTILITY CALL CENTER SUPPORT SERVICES  
(Utilizing the FMPA Contract)**

THIS FIRST AMENDMENT TO AGREEMENT FOR UTILITY CALL CENTER SUPPORT SERVICES (“Amendment” hereafter) is made as of the 23 day of March, 2020, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **ENCO Utility Services LLC**, a limited liability company to do business in the State of Florida (“Contractor”).

**RECITALS**

**WHEREAS**, on August 21, 2018, the City and Contractor entered that Agreement for Utility Call Center Support Services (the “Agreement”); and,

**WHEREAS**, the Agreement was originally based upon the August 10, 2018 Florida Municipal Power Agency (“FMPA”) awarded contract with the Contractor for call center support services (the “FMPA Contract”); and,

**WHEREAS**, due to some unique circumstances and the City’s need for the services to be continued until the City can pursue a formal solicitation process for the services unique to the City, the City and Contractor desire to amend and extend the Agreement on an emergency basis until December 31, 2020 and revise other terms and conditions; and,

**WHEREAS**, both parties desire to amend the Agreement and to extend the term as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to amend the Agreement as follows:

1. **Recitals**. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. **Term**. Section 2 of the Agreement, regarding the term, is amended to extend the term until December 31, 2020, subject to earlier termination as provided in this Amendment.
3. **Termination**. The Agreement and this Amendment may be terminated by either party upon six (6) months written notice to the other party.
4. **Compensation**. The Agreement is amended to provide the following price per call to be paid by the City to the Contractor:
  - A. **System Operations calls**: Shall remain the same as set forth in the FMPA Contract.
  - B. **Customer Service calls**: Shall be \$5.60 per call in recognition of the additional time such calls take for the Contractor to complete. This new price

for Customer Service calls shall become effective on March 1, 2020 and remain in effect until December 31, 2020.

5. Entire Agreement. The City and Contractor agree that this Amendment and the 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 including this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

6. Legal Effect. This Amendment shall not become binding and effective until approved by the City Commission.

7. Counterparts. This 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 Amendment.

8. Amendment. Except for the provisions of the Agreement specifically modified by this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

9. Scrutinized Companies.

A. 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.

B. 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.

C. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

D. 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.

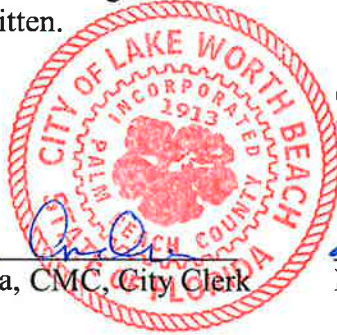
E. The Consultant agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Consultant shall immediately notify the City of the same.

F. 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF, the City and Contractor hereto have made and executed this First Amendment to the Agreement for Utility Call Center Support Services as of the day and year first above written.

ATTEST:



**CITY OF LAKE WORTH BEACH,  
FLORIDA**

Deborah M. Andrea  
Deborah M. Andrea, CMC, City Clerk

Michael Bornstein  
Michael Bornstein, City Manager

Approved as to form and  
legal sufficiency:

Approved for Financial Sufficiency:

Glen J. Torcivia FOR  
Glen J. Torcivia, City Attorney

Bruce T. Miller  
Bruce T. Miller, Financial Services Director

**CONTRACTOR:**

**ENCO UTILITY SERVICES LLC**

By: Ruby Irigoyen

Print Name: Ruby M. Irigoyen

Title: SVP Customer Services

STATE OF Virginia )  
COUNTY OF Arlington )

The foregoing instrument was acknowledged before me this 23 day of March, 2020, by Ruby Irigoyen, who was physically present, as SVP of ENCO Utility Services LLC, a limited liability company authorized to do business in the State of Florida, and who is personally known to me or who has produced the following Florida Drivers License as identification.

**CHIRAG PATEL**  
ELECTRONIC NOTARY PUBLIC  
COMMONWEALTH OF VIRGINIA  
REGISTRATION # 7679556  
MY COMMISSION EXPIRES JUNE 30, 2020

Notary Stamp Placed at 2020/03/23 15:46:38 EST

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Patel

NOTARY PUBLIC