

**FIRST AMENDMENT TO  
UTILITY BILLING AND MAILING SERVICES**

THIS FIRST AMENDMENT TO THE AGREEMENT (“First Amendment”) is made as of \_\_\_\_\_ and between the **CITY OF LAKE WORTH BEACH**, 7 N. Dixie Highway, Lake Worth Beach, FL 33460, a municipal corporation organized and existing under the laws of the State of Florida, (“CITY”), and **DATAPROSE, LLC.**, a limited liability company authorized to do business in the State of Florida (“CONTRACTOR”) with its office located at 1122 W. Bethel Road Suite 100, Coppell TX, 75019.

**RECITALS**

**WHEREAS**, the CITY is a municipal corporation organized and existing pursuant to the Charter and the Constitution of the State of Florida; and

**WHEREAS**, the CITY issued Request for Proposal #21-208 in order to obtain a service provider for processing, printing, and mailing the CITY’s utility bills (“RFP”); and

**WHEREAS**, on October 21, 2021, the CITY and CONTRACTOR entered into an Agreement for CONTRACTOR with the effective date of March 30, 2022 to provide utility billing and mailing services for an initial term of three (3) years and with two (2), one (1) year options to renew (“Agreement”); and

**WHEREAS**, the term of the agreement was for three (3) years with two (2) additional single year renewal options; and

**WHEREAS**, the CITY and the CONTRACTOR wish to amend the Agreement to extend the term of the Agreement for an additional one (1) year term; and

**WHEREAS**, the CONTRACTOR has requested a rate increase for this First Amendment, which revised rates are attached hereto as Exhibit “A-1”; and

**WHEREAS**, the CITY has reviewed the CONTRACTOR’s revised rates and determined that the CONTRACTOR’s revised rates are reasonable; and,

**WHEREAS**, the CITY finds amending the Agreement as set forth herein serves a valid public purpose.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the CITY and the CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.

2. **Term of Agreement.** The CITY and CONTRACTOR agree that the term of the Agreement is hereby extended through March 29, 2026.

3. **Fee.** The CITY and CONTRACTOR agree that for the term of this First Amendment, the rates set forth in **Exhibit “A-1”**, which is attached hereto and incorporated herein, shall be the basis for the CITY’s payment of compensation to the CONTRACTOR.

4. **Scrutinized Companies.** In addition to the certification provided in paragraph 38 of the Agreement, the CONTRACTOR also certifies that it and its subcontractors are not on the Scrutinized Companies with Activities in the Iran Terrorism Sectors List and acknowledges the CITY may immediately terminate the Agreement for false certification or if CONTRACTOR or any of its subcontractors are placed on this list during the term of the Agreement.

5. **E-Verify.** Pursuant to Section 448.095(5), Florida Statutes, CONTRACTOR shall:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors to register with and use the E-Verify system to verify the work authorization status of all the subcontractors’ newly hired employees;

B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all subcontractors comply fully with Sections 448.09(1) and 448.095, Florida Statutes;

E. Be aware that a violation of Sections 448.09 or 448.095, Florida Statutes, shall be grounds for termination of this Agreement; and,

F. Be aware that if the CITY terminates this Agreement under Section 448.095(5)(c), Florida Statutes, the CONTRACTOR may not be awarded a contract for at least 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 this Agreement.

6. **Compliance with Section 787.06, Florida Statutes (2024).** By signing this First Amendment before a notary public and taking an oath under the penalty of perjury, the CONTRACTOR attests and warrants that the CONTRACTOR does not use coercion for labor or services as defined in section 787.06, Florida Statutes (2024).

7. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement and this First 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 this First Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. All other terms and conditions of the Agreement (except as amended herein) remain in full force and effect.

8. **Counterparts.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the

same instrument. Either or both parties may sign this First Amendment via facsimile, email or electronically and such signature is as valid as the original signature of such party.

IN WITNESS WHEREOF the parties hereto have made and executed this First Amendment for Utility Billing and Mailing Services.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

By: \_\_\_\_\_  
Melissa Ann Coyne, MMC, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL SUFFICIENCY:

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

By: \_\_\_\_\_  
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: DATAPROSE, LLC.

By: Curtis Nelson

[Corporate Seal]

Print Name: CURTIS NELSON

Title: SVP, OPERATIONS

STATE OF Texas  
COUNTY OF Dallas

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 27 day of March 2025, by Curtis Nelson, as the SR. VP, Operations [title] of DATAPROSE, LLC., a Company authorized to do business in the State of Florida, who is personally known to me or who has produced Texas DL as identification, and who did take an oath under penalty of perjury that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind DATAPROSE, LLC. to the same.

Gabrielle Jefferson  
Notary Public Signature

Notary Seal:  
My Commission expires: July 11, 2025

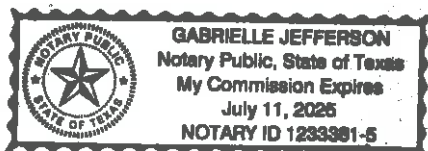


Exhibit "A-1"  
Fee Schedule for First Amendment

<u>Item / Service</u>	<u>Current</u>	<u>New</u>
Regular Package	\$0.086	\$0.094
Additional Impressions	\$0.035	\$0.038