FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Overflow Residential Energy Audits)

THIS FIRST AMENDMENT to the Professional Services Agreement for Overflow Residential Energy Audits ("Amendment") is made as of _____ , by and between the **City of Lake Worth Beach**, a Florida municipal corporation ("City") and **Archstone Inspections, LLC dba Drops & Watts,** a Florida limited liability company located at 240 NW 76th Dr., Suite D, Gainesville, FL 32607 ("Consultant")

WHEREAS, on November 2016, the Electric Utilities Department began to use the Consultant's online energy conservation tool to support energy audits and to help customers understand energy billing which was customized to meeting the City's needs; and

WHEREAS, on November 4, 2022, the City entered into a Professional Services Agreement with the Consultant to assist the City with overflow energy audits which included utilizing Drops & Watts team to conduct field visits ("Agreement"); and

WHEREAS, the City's procurement code, section 2-112 (a) and the City's Procurement Policy, Procurement Process (b) (6) authorize the selection of a consultant to provide professional services with a distinctive field of expertise without competitive selection; and

WHEREAS, the City's procurement code, section 2-112(e)(1), similarly authorizes a single source procurement without competition if the single source is the only practicable source or in the best interest of the City; and

WHEREAS, the City and the Consultant wish to amend the Agreement to renew the Agreement for three (3) years; and

WHEREAS, the City finds amending the Agreement as set forth herein to be in the best interests of the City and 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 parties agree as follows:

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

2. Term of Agreement. The parties agree that the term of the Agreement is renewed for a period of three (3) years. The effective date of this Amendment shall commence upon the approval by the City Commission. The term shall expire at the end of three (3) years unless earlier terminated as stated in the Agreement. The parties may extend the Agreement for additional terms or services by written amendment to the Agreement executed by the parties.

3. Compensation to Consultant. The total amount to be paid by the City to the Consultant under this Amendment shall not exceed Forty-Five Thousand Dollars ($45,000.00) per fiscal year.

4. Scrutinized Companies. In addition to the certification provided in paragraph 37 of the Agreement, the Consultant 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 Consultant or any of its subcontractors are placed on this list during the term of the Agreement.

5. Paragraph 38 of the Agreement is hereby deleted in its entirety and replaced with the following:

E-Verify. Pursuant to Section 448.095(5), Florida Statutes, the Consultant 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 Consultant 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.** By signing the Agreement before a notary public and taking an oath under the penalty of perjury, the Consultant attests and warrants that the Consultant does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

7. **Entire Agreement.** The City and the Consultant agree that the Agreement and this 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 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 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. The parties may sign this Amendment electronically and such electronic signature will be treated as an original signature of the signing party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to the Agreement for Overflow Residential Energy Audits on the day and year first above written.

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:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL SUFFICIENCY:

By: _____
Yannick Ngendahayo, Financial Services Director

CONTRACTOR: Archstone Inspections LLC, dba Drops & Watts

By: _____

Print Name: Eduardo Vargas

[Corporate Seal]

STATE OF Texas)
COUNTY OF Travis)

THE FOREGOING instrument was acknowledged before me by means of ☑ **physical presence or** ☐ **online notarization** on this 15th day of September 2026, by Eduardo Vargas, as the president [title] of **Archstone Inspections LLC, dba Drops & Watts,** a limited liability company authorized to do business in the State of Florida, who is ☐ **personally known to me or** ☒ **who has produced** Texas Driver License 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 **Archstone Inspections LLC, dba Drops & Watts** to the same.

Notary Seal:

JUWAN JONES
Notary ID #135528117
My Commission Expires
August 12, 2029

_____
Notary Public Signature