

**FIRST AMENDMENT TO AGREEMENT FOR GOODS AND SERVICES
(Cable for Electrical Distribution System)**

THIS FIRST AMENDMENT ("Amendment") to the Agreement for Goods and Services ("Agreement") is made on this _____, between the **City of Lake Worth Beach**, Florida, a municipal corporation ("CITY") with its office located at 7 North Dixie Highway, Lake Worth Beach, Florida 33460, and **Stuart C. Irby Company**, a corporation authorized to do business in the State of Florida with its principal office located at 815 Irby Dr. Jackson, MS 39201 ("CONTRACTOR").

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

WHEREAS, on July, 12, 2020 the CITY and CONTRACTOR entered into the Goods and Service Agreement for the CONTRACTOR to provide Cable for the Electric Distribution System to the CITY ("Agreement"); and

WHEREAS, the CITY has identified that an additional 50,000 ft annually of a cable needs to be added; and

WHEREAS, the CITY finds entering this Amendment with the CONTRACTOR as described herein serves a valid public purpose.

NOW THEREFORE, the CITY hereby engages the services of the CONTRACTOR, and in consideration of the mutual promises herein contained, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Fee.** The City and CONTRACTOR agree to add an additional 50,000 ft for the Electrical Distribution System (estimated up to 80,000 ft annually)
3. **Maximum Costs.** The total costs to be paid by the CITY to the CONTRACTOR shall not exceed \$1,376,800.00 annually. (One Million Three Hundred Seventy-Six Thousand, Eight Hundred Dollars).
4. **Entire Agreement.** The CITY and the CONTRACTOR 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 None of the provisions, terms and conditions contained in this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.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.
5. **Counterparts.** This 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 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 Goods and Services Cable for Electrical Distribution System on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

By: _____
Betty Resch, Mayor

ATTEST:

By: _____
Melissa Ann Coyne, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Glen J. Torcivia, City Attorney

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Bruce T. Miller, Financial Services Director

CONTRACTOR: **Irby Utilities**

[Corporate Seal]

By: _____

Print Name: _____

Title: _____

STATE OF _____)
COUNTY OF _____)

THE FOREGOING instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this ____ day of _____ 2022, by _____, as the _____ [title] of **Stuart C. Irby Company** a corporation, who is personally known to me or who has produced _____ as identification, and who did take an oath that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Notary Seal:

Notary Public Signature