

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

THIS SECOND AMENDMENT TO AGREEMENT FOR UTILITY CALL CENTER SUPPORT SERVICES (“Amendment” hereafter) is made as of the _____, 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, on March 23, 2020 the City and the Contractor amended the Agreement until December 31, 2020 and revised some terms and conditions; and,

WHEREAS, due to 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 the Contractor now wish to amend the agreement until December 31, 2021; 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, 2021, subject to earlier termination as provided in this Amendment.
3. **Termination**. The Agreement and this Amendment may be terminated by either party upon three (3) months written notice to the other party.
4. **E-Verify**. Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, 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 (providing services or

receiving funding under this Agreement) 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 (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

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 of its subcontractors comply fully, with Section 448.095, Florida Statutes;

e. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

f. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(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 the Agreement

5. Entire Agreement. The City and Contractor agree that the First Amendment, this Second 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 First and Second Amendments 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. This Amendment may be executed electronically.

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

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SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the City and Contractor hereto have made and executed this Second 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**

Pam Triolo, Mayor

Deborah M. Andrea, CMC, City Clerk

Approved as to form and
legal sufficiency:

Approved for Financial Sufficiency:

Glen J. Torcivia, City Attorney

Bruce T. Miller, Financial Services Director

CONTRACTOR:

ENCO UTILITY SERVICES LLC

By: _____

[Corporate Seal]

Print Name: _____

Title: _____

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by _____, who was physically present, as _____ 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 _____ as identification.

NOTARY PUBLIC