

**SECOND AMENDMENT TO  
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment to the Professional Services Agreement (“Second Amendment”) is made as of the \_\_\_\_\_, by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“CITY”), and **Simple Mind Corporation**, A Georgia Corporation, whose mailing address is 10800 Alpharetta Hwy, Suite 208-431, Roswell, GA, 30076 (“CONSULTANT”).

**WHEREAS**, on August 19, 2019, the CITY and CONSULTANT entered into a Professional Services Agreement for the CONSULTANT to provide certain professional services included, but not limited to, communication outreach strategy services based on the CONSULTANT’s distinct field of expertise in Florida and beyond for providing such consulting services (the “Agreement”); and

**WHEREAS**, on January 31, 2020, the CITY and CONSULTANT amended this Agreement to add additional services for the communications outreach strategy for the City of Lake Worth Beach Electric Utility;

**WHEREAS**, the CONSULTANT has extensive experience with local governments in a variety of matters related to communication outreach strategy services; and

**WHEREAS**, the CONSULTANT has completed the services for the Phase 1 and Phase 2 that included development of the Lake Worth Beach communication strategy core messaging and communication strategy as a foundation for communication execution;

**WHEREAS**, under the CITY’s procurement policy, the City Commission is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection; and

**WHEREAS**, the purpose of this Second Amendment is for CONSULTANT to continue to provide services for of the communication outreach strategy under the same terms and conditions.

**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 CONSULTANT agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term.** The term of this Second Amendment shall be through January 31, 2021 unless earlier terminated as stated in the Agreement (as amended). The parties may extend the Agreement for additional terms, which extension(s) may be approved by the City Manager under the same basic terms and conditions.
3. **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.

4. **Entire Agreement.** The CITY and the CONSULTANT agree that First and Second Amendments 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 the First and Second Amendments 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 not amended by the First and Second Amendment remain in full force and effect.

8. **Counterparts.** This Second 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 execute this Second Amendment electronically, via facsimile or email and such signature is as valid as the original signature of such party.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Professional Services Agreement on the day and year first above written:

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Deborah M. Andrea, City Clerk

By: \_\_\_\_\_  
Pam Triolo, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL  
SUFFICIENCY

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

By: \_\_\_\_\_  
Bruce T. Miller, Financial Services Director

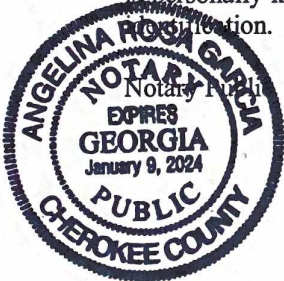
**CONSULTANT: Simple Mind Corporation**

By: \_\_\_\_\_  
Print Name: Michael Taylor  
Title: owner

[Corporate Seal]

STATE OF Georgia )  
COUNTY OF Cherokee )

The foregoing instrument was acknowledged before me this 7 day of December 2020, by Michael Taylor, who was physically present, as owner (title), of Simple Mind Corporation, A Georgia Corporation, which is authorized to do business in the State of Florida, and who is personally known to me or who has produced the following drivers license as \_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_  
\_\_\_\_\_ as \_\_\_\_\_



Print Name: Angelina R. Garcia  
My commission expires: 01/09/2024