

**SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Electric Utility Facilities and Substation Upgrade Consulting Services)**

This Second Amendment (“Second Amendment”) to the Professional Services Agreement is made as of _____, 2024, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida (“CITY”) and **Rep Serve, LLC**, a Florida limited liability company (“CONSULTANT”).

WHEREAS, on February 1, 2021 the CITY and CONSULTANT entered a Professional Services Agreement for the CONSULTANT to provide consulting services for the design, construction, and commissioning of electric utility facilities and substation upgrades for the CITY’s Electric Utility (“Agreement”); and

WHEREAS, on June 16, 2022, the CITY and the CONSULTANT amended the Agreement to add additional services to the CONSULTANT’s scope of services and increase the total not to exceed amount of the Agreement; and

WHEREAS, the CITY has continuing need for the same services from the CONSULTANT under the original Agreement and as amended; and

WHEREAS, the CONSULTANT has agreed to continue to provide the same services under the same consulting rates; and

WHEREAS, under section 2-112(c)(6) of the CITY’s procurement code, the City Commission is authorized to approve an agreement with a consultant with a distinct field of expertise without competitive selection; and

WHEREAS, the CONSULTANT possesses unique experience and a distinctive field of expertise to provide the identified consulting services to the CITY; and,

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest of the City of Lake Worth Beach and serves as 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 CONSULTANT agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Fees.** Section 5 of the Agreement, regarding the total not to exceed amount of compensation to be paid to the CONSULTANT under this Second Amendment is set at **Two Hundred Thousand Dollars (\$200,000.00)**.
3. **Scrutinized Companies.** The Scrutinized Companies provision in the Agreement is amended to read as follows:

1. CONSULTANT certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT or any of its subcontractors are found to have submitted a false certification; or if the

CONSULTANT or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Agreement.

2. If this Agreement is for one million dollars or more, the CONSULTANT certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or engaged in business operations in Cuba or Syria as identified in Section 287.135, Florida Statutes. Pursuant to Section 287.135, the CITY may immediately terminate this Agreement at its sole option if the CONSULTANT, or any of its subcontractors are found to have submitted a false certification; or if the CONSULTANT or any of its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, or are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.

3. The CONSULTANT agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

4. The CONSULTANT agrees that the certifications in this section shall be effective and relied upon by the CITY for the term of this Agreement, including any and all renewals.

5. The CONSULTANT agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the CONSULTANT shall immediately notify the CITY of the same.

6. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

4. **Public Records.** The contact information for the CITY's public records custodian under Section 33 of the Agreement is amended to replace the email address with the following: cityclerk@lakeworthbeachfl.gov.

5. **Entire Agreement.** The CITY and the CONSULTANT agree that the Agreement (as previously amended) and this Second 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 Second 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 (as previously amended) remain in full force and effect.

6. **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 sign this Second Amendment electronically and provide a copy to the other via facsimile or email and such signature is as valid as the original signature of such party.

7. **Compliance with Section 787.06, Florida Statutes (2024).** By signing this Second Amendment 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 (2024).

IN WITNESS WHEREOF the parties hereto have made and executed this Second Amendment to the Professional Services Agreement (Electric Utility Facilities and Substation Upgrade Consulting Services) on the day and year first above written.

CITY OF LAKE WORTH BEACH, FLORIDA

ATTEST:

By: _____
Melissa Ann Coyne, MMC, City Clerk

By: _____
Betty Resch, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Yannick Ngendahayo, Financial Services Director

CONSULTANT:

Rep Serve, LLC
By: Mark Muzzancello

[Corporate Seal]

Print Name: MARK MUZZANCELO

Title: Pres.

STATE OF Florida
COUNTY OF Palm Beach

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 10 day of November 2024, by Mark Muzzancello, as the President [title] of Rep Serve, LLC, a Limited Liability Company authorized to do business in the State of Florida, who is personally known to me or who has produced _____ 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 Rep Serve, LLC to the same.

Taylor Bauer
Notary Public Signature

Notary Seal:
My Commission expires: 10/17/24

