

SECOND AMENDMENT TO AGREEMENT FOR PURCHASE
(Distribution Transformers)

THIS SECOND AMENDMENT ("Second Amendment") to the Distribution Transformers Agreement is made as of _____, 2022, by and between the **City of Lake Worth Beach**, Florida, a municipal corporation of the State of Florida ("CITY") and **Gresco Utility Supply, Inc.**, a corporation authorized to do business in the State of Florida ("CONTRACTOR").

WHEREAS, the CITY issued Request for Proposal (RFP No. 18-223) for the procurement of Distribution Transformers ("RFP"); and

WHEREAS, on February 5, 2019, the CITY and CONTRACTOR entered into the Agreement for CONTRACTOR to provide Distribution Transformers to the CITY ("Agreement"); and

WHEREAS, the term of the Agreement was for three (3) years with two (2) additional single year renewal options; and

WHEREAS, on April 26, 2022 the CITY and the CONTRACTOR issued the First Amendment to extend the term of the Agreement until February 25, 2023; and

WHEREAS, due to supply chain issues, the CITY and CONTRACTOR desire to increase the total maximum costs to be paid by the CITY under the Agreement for each fiscal year to a not to exceed amount of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) to facilitate further purchases for the remaining term of the Agreement with all other terms and conditions remain the same;

WHEREAS, the CITY finds amending the Agreement as set forth herein is in the best interest 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 CITY and the CONTRACTOR agree to amend the Agreement, as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Maximum Cost.** The total amount not to exceed under this Agreement shall be \$2,500,000.00 (Two Million Five Hundred Thousand Dollars) per fiscal year.
3. **Entire Agreement.** The CITY and the CONTRACTOR agree that the Agreement, First Amendment 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 None of the provisions, terms and conditions contained in this Second Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.
4. **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 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 Second Amendment to the Distribution Transformers Agreement 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:

APPROVED FOR FINANCIAL
SUFFICIENCY

By: _____
Glen J. Torcivia, City Attorney

By: _____
Bruce T. Miller, Financial Services Director

Gresco Utility Supply Inc.

By: Roy Lumsden

Print Name: Roy Lumsden _____

Title: Account Manager _____

[Corporate Seal]

STATE OF Florida
COUNTY OF Sumter

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24 day of September, 2022, by Roy Lumsden, as the Account Manager of Gresco Utility Supply, Inc., a Colorado Corporation 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 that he or she is duly authorized to execute the foregoing instrument and bind the CONTRACTOR to the same.

Sharon L. McCray
Notary Public Signature

Notary Seal:

