

**FIRST AMENDMENT TO PARKING ENFORCEMENT SOLUTIONS EQUIPMENT AND  
RELATED SERVICES AGREEMENT**

THIS FIRST AMENDMENT (“Amendment”) to the Parking Enforcement Solutions Equipment and Related Services Agreement is made as of \_\_\_\_\_, by and between the City of Lake Worth Beach, Florida, a municipal corporation of the State of Florida (“CITY”) and **IPS GROUP, INC.**, a Pennsylvania corporation authorized to do business in the State of Florida (“VENDOR”).

**WHEREAS**, on April 17, 2018, the CITY entered into the Parking Enforcement Solutions Equipment and Related Services Agreement (“Agreement”) with the VENDOR utilizing the existing contract prices, terms and conditions provided in the VENDOR’s contract with the National Cooperative Purchasing Alliance (“NCPA”); and

**WHEREAS**, the NCPA has exercised its option to renew its contract with the VENDOR and has extended the term of their contract through December 31, 2023; and

**WHEREAS**, the CITY and the VENDOR wish to exercise the extensions under the Agreement to extend the term to June 29, 2023; and,

**WHEREAS**, the CITY finds amending the Agreement as set forth herein 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 VENDOR agree to amend the Agreement as follows:

1. **Recitals.** The above recitals are true and correct and are incorporated herein by reference.
2. **Term of Agreement.** The CITY and VENDOR agree that the term of their Agreement is hereby extended to June 29, 2023.
3. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the VENDOR 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 VENDOR may not be awarded a contract for at least one (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. **Scrutinized Companies.**

- a. VENDOR 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 VENDOR or any of its subcontractors are found to have submitted a false certification; or if the VENDOR 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
- b. If this Agreement is for one million dollars or more, the VENDOR 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 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 VENDOR, or any of its subcontractors are found to have submitted a false certification; or if the VENDOR 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 are or have been engaged with business operations in Cuba or Syria during the term of this Agreement.
- c. The VENDOR agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The VENDOR 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.
- e. The VENDOR agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the VENDOR shall immediately notify the CITY of the same.
- f. 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.

5. **Entire Agreement.** The CITY and the VENDOR 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 the Agreement or this Amendment may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Except as modified by this Amendment, all other terms and conditions of the Agreement remain in full force and effect.

6. **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 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 Amendment to the Parking Enforcement Solutions Equipment and Related Services Agreement on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Betty Resch, Mayor

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

VENDOR:

**IPS GROUP, INC.**

By: Brian Webber

[Corporate Seal]

Print Name: BRIAN WEBBER

Title: GENERAL COUNSEL

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or  
• online notarization on this \_\_\_\_ day of \_\_\_\_\_ 2021 by \_\_\_\_\_, as the  
\_\_\_\_\_ [title] of IPS Group, Inc., a 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 VENDOR to the same.

Notary Seal:

\_\_\_\_\_  
Notary Public Signature

*See Attached*

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California )  
County of San Diego )

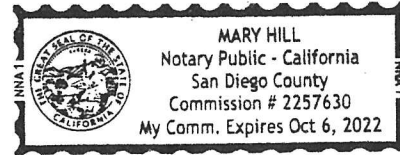
On 2-23-21 before me, Mary Hill, Notary Public  
(Here insert name and title of the officer)

personally appeared Bruan W. Webber

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Mary Hill

(Seal)

### OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

### Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of \_\_\_\_\_ containing \_\_\_\_\_ pages, and dated \_\_\_\_\_.

The signer(s) capacity or authority is/are as:

- Individual(s)
- Attorney-in-Fact
- Corporate Officer(s) \_\_\_\_\_ Title(s) \_\_\_\_\_
- Guardian/Conservator
- Partner - Limited/General
- Trustee(s)
- Other: \_\_\_\_\_

representing: \_\_\_\_\_  
Name(s) of Person(s) or Entity(ies) Signer is Representing

### Additional Information

#### Method of Signer Identification

Proved to me on the basis of satisfactory evidence:  
 form(s) of identification     credible witness(es)

Notarial event is detailed in notary journal on:  
Page # \_\_\_\_\_ Entry # \_\_\_\_\_

Notary contact: \_\_\_\_\_

#### Other

- Additional Signer(s)     Signer(s) Thumbprint(s)
- \_\_\_\_\_