

SECOND ADDENDUM TO UTILITY BILLING PROCESSING, PRINTING, AND MAILING SERVICES AGREEMENT

THIS SECOND ADDENDUM TO THE AGREEMENT ("Second Addendum") is entered into as of the ____ day of _____, 2020, by and between the City of Lake Worth Beach, a Florida municipal corporation ("City") and Level One, LLC, a corporation authorized to do business in the State of Florida ("Provider").

RECITALS

WHEREAS, on or about April 2, 2014, the City and Provider entered an agreement for the Provider to provide processing, printing and mailing of paper communication services for the City (the "Agreement"); and,

WHEREAS, the Agreement had an initial five (5) year term with two (2) one year renewal options consistent with the Request for Proposal (RFP No. 12-13-206) for the needed services; and

WHEREAS, the City and Provider renewed the Agreement on April 2, 2019, and extended the termination date to April 1, 2020 by amendment to the Agreement (the "First Addendum"); and

WHEREAS, the City and Provider wish to amend the Agreement to renew the Agreement for one additional year with all other terms, conditions and pricing remaining the same.

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 Provider 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 parties agree that the term of the Agreement is hereby extended to April 1, 2021.

3. **Amount Not To Exceed.** The maximum amount not to exceed for this Amendment is \$200,000.00 (Two Hundred Thousand Dollars).

4. **Scrutinized Companies.**

4.1. Provider 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 the Agreement at its sole option if the Provider or any of its subcontractors are found to have submitted a false certification; or if the Provider 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 the Agreement.

4.2. If the Agreement is for one million dollars or more, the Provider 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 the Agreement at its sole option if the Provider, or any of its subcontractors are found to have submitted a false certification; or if the Provider 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 the Agreement.

4.3. The Provider agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Agreement.

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

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

4.6. 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.

5. **Entire Contract.** The City and the Provider agree that the Agreement, the First Addendum and this Second Addendum 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, the First Addendum and this Second Addendum 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 amended, remain in full force and effect.

6. **Counterparts.** This Second Addendum 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 Addendum via facsimile or email and such signature is as valid as the original signature of such party.

**REST OF PAGE LEFT BLANK INTENTIONALLY
SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Second Addendum to the Utility Billing Processing, Printing, and Mailing 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: GAJA FOR
Glen J. Torcivia, City Attorney

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

PROVIDER: **LEVEL ONE, LLC.**

By: [Signature]

[Corporate Seal]

Print Name: John P. Boland

Title: President

STATE OF PENNSYLVANIA)
COUNTY OF CHESTER)

The foregoing instrument was acknowledged before me this 10th day of February 2020, by John P. Boland, who was physically present, as President (title), of **Level One, LLC**, which is 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

Maryellen Less
Print Name: Maryellen Less
My commission expires: Dec. 16, 2023

