

**THIRD ADDENDUM TO UTILITY BILLING PROCESSING, PRINTING, AND
MAILING SERVICES AGREEMENT**

THIS THIRD ADDENDUM TO THE AGREEMENT (“Third Addendum”) is entered into as of the April 1, 2021, 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 renewed the Agreement on March 3, 2020 and extended the termination date to April 1, 2021 by amendment to the Agreement (the “Second Addendum”); and

WHEREAS, the City has determined that the extension of the Agreement by this Third Amendment is necessary without competitive selection under the City’s Procurement Code and Policy; and

WHEREAS, the City and Provider wish to extend the Agreement for an additional one (1) year under the same 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 March 31, 2022.
3. **Amount Not To Exceed.** The maximum amount not to exceed for this Third Addendum is Two Hundred Thousand Dollars (\$200,000.00).

4. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Provider 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, Provider 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.

5. **Entire Contract.** The City and the Provider agree that the Agreement, the First Addendum, Second Addendum and this Third 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, Second Addendum and this Third 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 Third 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 Third 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: _____
Betty Resch, 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

PROVIDER: **LEVEL ONE LLC.**



[Corporate Seal]

By: _____
(Handwritten Signature)

Print Name: John Parker Boland

Title: General Manger

STATE OF Pennsylvania)
COUNTY OF Chester)

THE FOREGOING instrument was acknowledged before me by means of physical presence or online notarization on this 24th day of March 2021, by John P. Boland, as the General Manager [title] of **Level One LLC.**, which is 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.

(Handwritten Signature)

Notary Public Signature

