

**FIRST AMENDMENT TO AGREEMENT FOR  
MOTOR AND PUMP REPAIRS  
(Utilizing the Martin County Contract)**

THIS FIRST AMENDMENT to the Agreement for Motor and Pump Repairs (“Amendment”) is entered into by and between the **City of Lake Worth Beach**, a Florida municipal corporation (“City”) and **Tripp Electric Motors, Inc.**, 1223 NW Avenue L, Belle Glades, FL 33430, (“Contractor”).

**WHEREAS**, the City’s Water Utility department requires motor and pump repairs; and

**WHEREAS**, on February 5, 2019, the City and Contractor entered into an Agreement for Motor and Pump Repairs (the “Agreement”) based on a Martin County Contract (“Martin County Contract”), which was originally awarded by Martin County on October 23, 2018; and

**WHEREAS**, the original award has an initial term of three (3) years, terminating October 23, 2021, with two (2) additional one (1) year renewal option; and

**WHEREAS**, the County has decided to renew its contract with the Contractor, and the contract between Martin County and Contractor now expires October 23, 2022; and

**WHEREAS**, the City and the Contractor, based on the renewal by Martin County, wish to renew the Agreement through October 23, 2022; and

**WHEREAS**, the CITY and CONTRACTOR wish to increase the total annual maximum costs to be paid by the CITY under this Amendment to a not to exceed amount of One Hundred Thousand Dollars (\$100,000.00) and all other terms and conditions remain the same; and

**WHEREAS**, the City allows for the procurement of services through “piggybacking” in Section 2-112 of the City Code.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the sufficiency of which is hereby acknowledged by each party hereto, the City and Contractor 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 October 23, 2022.
3. **Maximum Costs.** The total amount not to exceed under this Amendment shall be \$100,000.00 (One Hundred Thousand Dollars) annually.
3. **E-Verify.** Pursuant to Section 448.095(2), Florida Statutes, beginning on January 1, 2021, the Contractor 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 Contractor 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. **Entire Agreement.** The City and the Contractor 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 this 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 (except as amended herein) remain in full force and effect.

5. **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, email or electronically and such signature is as valid as the original signature of such party.

6. **Scrutinized Companies.**

- a. The Contractor 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 Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor 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 Contractor 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 Contractor, or any of its subcontractors are found to have submitted a false certification; or if the Contractor 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 Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. The Contractor 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 Contractor agrees that if it or any of its subcontractors' status changes in regards to any certification herein, the Contractor 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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**  
**SIGNATURE PAGE FOLLOWS**

IN WITNESS WHEREOF the parties hereto have made and executed this Amendment to the Agreement for Motor and Pump Repairs on the day and year first above written.

**CITY OF LAKE WORTH BEACH, FLORIDA**

ATTEST:

By: \_\_\_\_\_  
Melissa Ann Coyne, City Clerk

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

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

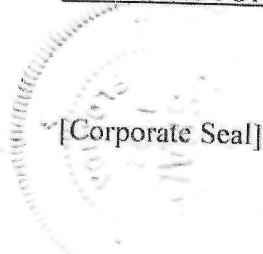
APPROVED FOR FINANCIAL  
SUFFICIENCY

By: \_\_\_\_\_  
Glen J. Torcivia, City Attorney

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

CONTRACTOR:

TRIPP ELECTRIC MOTORS, INC.



By: [Signature]  
Print Name: Jimmy Tripp  
Title: President

STATE OF Florida )  
COUNTY OF Palm Beach )

THE FOREGOING instrument was acknowledged before me by means of • physical presence or • online notarization on this 8 day of November 2021, by Jimmy Tripp, as the President [title] of TRIPP ELECTRIC MOTORS, INC., a Florida Corporation, 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.

[Signature]  
Notary Public Signature

Notary Seal:

