

FIRST AMENDMENT TO AGREEMENT

THIS IS A FIRST AMENDMENT (“Agreement”), dated this 13 day of April 2021, by and between:

CITY OF COOPER CITY, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 9090 SW 50th Place, Cooper City, Florida 33328 (“City”),

and

THE GEHRING GROUP, INC., a corporation whose address is 3500 Kyoto Gardens Drive, Palm Beach Gardens, Florida 33410, hereinafter “CONTRACTOR,” who is authorized to do business in the State of Florida.

City and CONTRACTOR may each be referred to herein as “party” or collectively as “parties”.

WHEREAS, on August 20, 2019, the City and CONTRACTOR entered into an agreement for an insurance agent of record whereby CONTRACTOR agreed to provide certain insurance brokerage services relating to the CITY’s employee benefits program (hereinafter referred to as the “Original Agreement”); and

WHEREAS, the Original Agreement was a “piggyback” contract utilizing the agreement between the CONTRACTOR and the City of Greenacres (the “Greenacres Contract”), dated May 6, 2019; and

WHEREAS, the term of the Original Agreement, as set forth in Section 4 thereof, commenced on August 20, 2019 and terminated on August 19, 2020; and

WHEREAS, the Parties continued to perform in good faith upon expiration of the Original Agreement and, through the continued performance of the Parties, effectively renewed the Original Agreement for the first renewal term; and

WHEREAS, on or about February 12, 2021, the CONTRACTOR and the City of Greenacres entered into the second of four renewals of the Greenacres Contract; and

WHEREAS, the Parties remain satisfied with the performance and services provided pursuant to the Original Agreement, and now seek to ratify their continued performance and further align the term of the Original Agreement with the Greenacres Contract; and

WHEREAS, the Parties also seek to amend the Original Agreement to ensure compliance with recent amendments to Florida law; and

WHEREAS, the Parties agree that all remaining provisions of the Original Agreement shall remain in full force of effect.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The first renewal of the Original Agreement is hereby ratified, *nunc pro tunc*, for the first renewal term, which commenced on August 20, 2020 and shall terminate on May 5, 2021.

Section 3. The Original Agreement is hereby further renewed for the second renewal term, which shall commence on May 6, 2021 and shall terminate on May 5, 2022. The Original Agreement may be further renewed in accordance with Section 4 of the Greenacres Contract.

Section 4. Scrutinized Companies. CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

4.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

4.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

4.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

4.2.2 Is engaged in business operations in Syria.

Section 5. E-Verify. CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

5.1 Definitions for this Section:

5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, but is not limited to, CONTRACTOR or consultant.

5.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

5.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

5.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Cooper City. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Cooper City; and

5.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court

no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

Section 6. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF COOPER CITY, a Florida municipal corporation

BY: [Signature]
Joseph Napoli, City Manager

ATTEST:

BY: [Signature]
Kathryn, Sims, City Clerk

APPROVED AS TO LEGAL FORM:

BY: [Signature]
Jacob G. Horowitz, Esq.
City Attorney

WITNESSED BY:
[Signature]
Cindy A Thompson
Print name

[Signature]
Diana Soriano
Print name

THE GEHRING GROUP, INC.

BY: [Signature]
Name: Kurt N. Gehring
Title: President & CEO

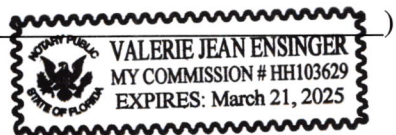
STATE OF FLORIDA
COUNTY OF PALM BEACH

SWORN TO (or affirmed) and subscribed before me by means of physical presence or online notarization, this 31st day of March 2021, by Kurt N. Gehring, in his capacity as President & CEO, of **The Gehring Group, Inc.**, a State of Florida corporation (or limited liability company), on behalf of the corporation/company.

[Signature]
Valerie J. Ensinger

NOTARY PUBLIC

Personally Known OR Produced Identification ()





**THE CITY OF COOPER CITY
DOCUMENT ROUTING FORM**

ORIGINATING DEPARTMENT: Admin

DEPT. CONTACT PERSON: Kathryn Sims **EXT.** 291

PLEASE COMPLETE FOR AGREEMENTS ONLY***RETURN TO CITY CLERK'S OFFICE**

NAME OF OTHER CONTRACTUAL PARTY/ENTITY: Gehring Group

IS THIS AGREEMENT A RESULT OF A COMPETITIVE PROCUREMENT PROCESS? YES NO
TOTAL CONTRACT AMOUNT: \$ _____ **FUNDING INVOLVED?** YES NO

OTHER: (PLEASE SPECIFY) _____

PURPOSE OF ITEM (BRIEF SUMMARY): First amendment to Gehring Group

COMMISSION APPROVAL DATE: 04 / 13 / 2021 **IF THIS DOES NOT REQUIRE COMMISSION**

APPROVAL, PLEASE EXPLAIN: _____

PLEASE COMPLETE FOR ALL OTHER ITEMS***RETURN TO ORIGINATING DEPARTMENT**

DOCUMENT TYPE: _____

PURPOSE OF ITEM (BRIEF SUMMARY): _____

ROUTING INFORMATION	Date	PLEASE PRINT AND SIGN
APPROVAL BY DEPARTMENTAL DIRECTOR		PRINT: <u>KSims</u> SIGNATURE: <u>[Signature]</u>
CITY ATTORNEY (IF APPLICABLE)		PRINT: <u>Jacob Hernandez</u> SIGNATURE: <u>[Signature]</u>
RISK ASSESSMENT (IF APPLICABLE)	<u>N/A</u>	PRINT: SIGNATURE:
ASSISTANT CITY MANAGER		PRINT: <u>KSims</u> SIGNATURE: <u>[Signature]</u>
RECEIVED BY CITY MANAGER	<u>4/20/21</u>	PRINT: <u>J NARAY</u> SIGNATURE:
		PRINT: SIGNATURE:

PLEASE ATTACH THIS ROUTING FORM TO ALL DOCUMENTS THAT REQUIRE EXECUTION BY THE CITY MANAGER