

**SECOND AMENDMENT TO AGREEMENT**

**THIS IS A SECOND AMENDMENT** (“Agreement”), dated this 26<sup>th</sup> day of April 2022, 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 50<sup>th</sup> Place, Cooper City, Florida 33328 (“City”),

and

**THE GEHRING GROUP, INC.**, a corporation whose address is 4200 Northcorp Parkway, Suite 185, 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**, on April 13, 2021, the Parties entered into the First Amendment to the Original Agreement, thereby implementing the first and second renewal terms, *nunc pro tunc*, and extending the term of the Original Agreement through May 5, 2022; and

**WHEREAS**, on or about March 25, 2021, the CONTRACTOR and the City of Greenacres entered into the third 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 enter into the third renewal term authorized by the Original Agreement; and

**WHEREAS**, the Parties agree that all remaining provisions of the Original Agreement, as amended, 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 Original Agreement, as amended, is hereby further renewed for the third renewal term, which shall commence on May 6, 2022 and shall terminate on May 5, 2023. The Original Agreement may be further renewed in accordance with Section 4 of the Greenacres Contract.

**Section 3.** Scrutinized Companies. CONTRACTOR certifies that it and any of its affiliates are not scrutinized companies as identified in Section 287.135, F.S. In addition, CONSULTANT agrees to observe the requirements of Section 287.135, F.S., for applicable sub-agreements entered into for the performance of work under this Agreement. Pursuant to Section 287.135, F.S., the CITY may immediately terminate this Agreement for cause if the CONSULTANT, its affiliates, or its subcontractors are found to have submitted a false certification; or if the CONSULTANT, its affiliates, or its subcontractors are placed on any applicable scrutinized companies list or engaged in prohibited contracting activity during the term

of the Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

**Section 4.** That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

THE REST OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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]  
Tedra Allen, City Clerk

APPROVED AS TO LEGAL FORM:

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

WITNESSED BY:

[Signature]  
Cindy Thompson  
Print name

[Signature]  
Diana Soriano  
Print name

THE GEHRING GROUP, INC.

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

STATE OF FLORIDA  
COUNTY OF ~~BROWARD~~ PALM BEACH

SWORN TO (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of May 2022, by Kurt N. Gehring in their capacity as President, of **The Gehring Group, Inc.**, a State of Florida corporation (or limited liability company), on behalf of the corporation/company.

[Signature]  
NOTARY PUBLIC

Personally Known OR  
 Produced Identification ( \_\_\_\_\_ )

