

**SECOND ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES,
INC.**

THIS SECOND ADDENDUM TO AGREEMENT (“Second Addendum”), dated the ____ day of _____, 2022, between:

THE CITY OF WESTLAKE, a Florida municipal corporation, hereinafter referred to as "CITY,"

and

CHEN MOORE & ASSOCIATES, INC., a Florida corporation hereinafter referred to as "CONSULTANT".

WHEREAS, on September 19, 2016, the CITY entered into an agreement with CONSULTANT for professional services (the "Original Agreement") pursuant to Section 287.055, F.S.; and

WHEREAS, on September 9, 2019, the CITY and CONSULTANT entered into an Addendum to Professional Services Agreement to renew the term of the Original Agreement for an additional three (3) years (“Addendum”); and

WHEREAS, the CITY and CONSULTANT agree to extend the term of the Original Agreement, as amended for three (3) additional years and provide for an additional renewal period of two (2) years upon mutual consent of the parties; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements herein contained and other good and valuable consideration, the receipt of which are hereby acknowledged, the CITY and CONSULTANT agree to amend the Original Agreement, as amended, as follows:

1. RECITALS: Each whereas clause set forth above is true and correct and incorporated herein by this reference.

2. TERM: Article 1 of the Original Agreement, as amended, is hereby extended as follows. The CITY and CONSULTANT agree to extend the term for an additional three (3) year period up to and including September 18, 2025. Upon the mutual consent of the parties, the Original Agreement may be renewed for an additional period of two (2) years up to and including September 18, 2027.

3. The Original Agreement is hereby amended to specifically create Article 20 & Article 21 as follows:

ARTICLE 20. SCRUTINIZED COMPANIES. CONSULTANT 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 services 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.

ARTICLE 21. Registration Requirement; Termination. Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, CONSULTANTs, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. CONSULTANT shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

(i) All persons employed by a CONSULTANT to perform employment duties within Florida during the term of the contract; and

(ii) All persons (including subvendors/subconsultants/subcontractors) assigned by CONSULTANT to perform work pursuant to the contract with the City of Westlake. The CONSULTANT 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 Westlake; and

(iii) The CONSULTANT 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. CONSULTANT 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 CONSULTANT 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 CONSULTANT, the CONSULTANT may not be awarded a public contract for a period of one (1) year after the date of termination.

4. PURSUANT TO FLORIDA STATUTES §558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

5. Section 3(a) of the Original Agreement is hereby amended to revise Schedule A as set forth in this Second Addendum attached hereto and incorporated herein.

6. **ORIGINAL AGREEMENT:** All of the terms and conditions of the Original Agreement, as amended from time to time, shall be binding and remain in full force and effect except as expressly amended hereinabove. In the event of a conflict between the Original Agreement, Addendum, and this Second Addendum, this Second Addendum shall prevail.

IN WITNESS OF THE FOREGOING, the parties have set their hands and seal the day and year first written above.

CITY OF WESTLAKE:

Attest:

BY: _____
Kenneth G. Cassel, City Manager

Zoie P. Burgess, CMC
City Clerk

Approved as to form and legal
sufficiency:

Donald J. Doody, Esq.
City Attorney

**CHEN MOORE & ASSOCIATES, INC., a
Florida corporation**

ATTEST:

Peter Moore, President & CEO

Name: _____