

THIRD AMENDMENT TO
AGREEMENT FOR LEGAL SERVICES

THIS THIRD AMENDMENT to the Agreement for Legal Services between THE CITY OF PEMBROKE PINES, a Florida municipal corporation, (the "CITY") and GOREN, CHEROF, DOODY & EZROL, P.A., as City Attorney, (the "FIRM") made this ____ day of _____, 2018, as follows:

1. The parties covenant and agree that this Amendment cumulatively reflects modifications to the Agreement previously approved by the City since the inception of this Agreement on September 1, 1995, as amended on November 16, 2005, and on October 16, 2014 (the "Original Agreement")
2. Paragraph 3.01, "Fees and Payment for Services" shall be amended to read as follows:

3.01 The FIRM is to be paid an hourly rate of \$225.00 per hour for partners, with lesser rates, as amended and published from time to time, for associates, law clerks, and paralegals, or as otherwise budgeted, excluding legal services required pursuant to public financing matters, legislative liaison activities general ethics matters for administration staff and other employees, and additional special services as requested by the CITY which services are to be paid at an agreed upon hourly or flat rate agreed to at the time the supplemental services are required. In addition, the FIRM may bill the CITY for reasonable, and ordinary expenses including, but not limited to, telephone, postage and copying costs, facsimiles, messenger services, and court costs, which will include but not be limited to, filing fees, service of summons, service of subpoenas, witness fees (including expert witness fees), court reporter fees, etc.

3. Section 10 is hereby added to read as follows:

The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The FIRM shall comply with Florida's Public Records Law. Specifically, the FIRM shall:

10.1 Keep and maintain public records required by the CITY to perform the service;

10.2 Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

10.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, FIRM shall destroy all copies of such confidential and exempt records remaining in its possession after the FIRM transfers the records in its possession to the CITY; and

10.4 Upon completion of the contract, FIRM shall transfer to the CITY, at no cost to the CITY, all public records in FIRM'S possession. All records stored electronically by the FIRM must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

10.5 The failure of FIRM to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement, for which, the CITY may terminate the agreement.

10.6 The FIRM and CITY agree to comply with all applicable laws, codes, regulations, and ordinances, including Chapter 720, Florida Statutes, and Chapter 119, Florida Statutes, as amended and applicable.

IF THE FIRM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE FIRM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33026
(954) 450-1050
mgraham@ppines.com**

4. In accordance with Section 287.135, F.S., this agreement may be terminated by the City if the City determines that the Firm has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
5. All other terms, conditions, and provisions of the original Agreement shall remain in full force and effect unless otherwise modified herein.

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

As to CITY:

CITY OF PEMBROKE PINES

BY: _____
Mayor Frank Ortis

ATTEST:

BY: _____
Marlene Graham, City Clerk

APPROVED AS TO FORM:

CITY ATTORNEY

As to Firm:

GOREN, CHEROF, DOODY & EZROL, P.A.

BY: _____
Samuel S. Goren

Dated: _____