



**SIXTH AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
LAWRENCE J. SMITH, P.A.**

THIS AGREEMENT, dated this 7<sup>th</sup> day of November 2018, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 601 City Center Way, Pembroke Pines, FL 33025, hereinafter referred to as "CITY",

and

**LAWRENCE J. SMITH, P.A.** a Company authorized to do business in the State of Florida, with a business address of **2699 Stirling Road, Suite #C-402, Fort Lauderdale, FL 33312**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

**WHEREAS**, on January 25, 2013, the CITY and CONSULTANT entered into a one-year Legislative Consulting Services Agreement ("Original Agreement") that expired on January 31, 2014 with the option for additional one (1) year renewal terms, upon approval by the City Commission; and,

**WHEREAS**, the Original Agreement authorized the renewal of the Agreement for additional one (1) year renewal terms subject to satisfactory performance by CONSULTANT, upon determination by CITY that renewal is in the best interest of CITY and approval by CITY Commission. Each one (1) year term renewal shall require written mutual consent of CITY and CONSULTANT prior to renewal; and,

**WHEREAS**, on February 18, 2014, the Parties executed the First Amendment to the Original Agreement which expired on January 31, 2015; and,

**WHEREAS**, on March 3, 2015, the Parties executed the Second Amendment of the Original Agreement, as amended, which included a \$6,000 increase that raised the total annual fee to \$84,000 and also renewed the agreement for an additional one (1) year period which expired on January 31, 2016; and,

**WHEREAS**, on January 13, 2016, the Parties executed the Third Amendment to the Original Agreement, as amended, for an additional one (1) year period which expired on January 31, 2017; and,

**WHEREAS**, on January 9, 2017, the Parties executed the Fourth Amendment to the Original Agreement, as amended, for an additional one (1) year period which expired on January 31, 2018; and,



**WHEREAS**, on November 9, 2017, the Parties executed the Fifth Amendment to the Original Agreement, as amended, for an additional one (1) year period which expires on January 31, 2019; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties seek to amend the Original Agreement, as amended, to include the Scrutinized Companies Statute; and,

**WHEREAS**, the Parties also seek to execute the **sixth one (1) year renewal** option and amend the Original Agreement, as amended, in accordance with the terms and conditions set forth herein.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto agree as follows:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** The Original Agreement, as amended, is hereby further amended by this Sixth Amendment to include Section 27 titled "Scrutinized Companies," as follows:

**27. SCRUTINIZED COMPANIES.** CONSULTANT, 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 is engaged in business operations with Syria. In accordance with Florida Statute 287.135, 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 if:

27.1 Any amount of, 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 s. 215.4725 or is engaged in a boycott of Israel; or

27.2 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:



27.2.1 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 s. 215.473; or

27.2.2 Is engaged in business operations in Syria.

**SECTION 3.** The Original Agreement, as amended, is hereby renewed for the **sixth one (1) year renewal** period commencing on **February 1, 2019** and terminating on **January 31, 2020**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this Sixth Amendment, the Fifth Amendment, the Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment shall remain in full force and effect, except as specifically modified herein.

**SECTION 6.** Each Exhibit referred to in the Original Agreement, as amended, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**





**FOURTH RENEWAL OF THE  
LEGISLATIVE CONSULTING SERVICES AGREEMENT  
BETWEEN THE CITY OF PEMBROKE PINES AND  
LAWRENCE J. SMITH, P.A.**

THIS AGREEMENT, dated this 9<sup>th</sup> day of January 2016, by and between:

**THE CITY OF PEMBROKE PINES**, a municipal corporation organized and operating under the laws of the State of Florida, with an address of 10100 Pines Boulevard, Pembroke Pines, Florida 33026, hereinafter referred to as "CITY",

and

**LAWRENCE J. SMITH, P.A.**, a Florida corporation authorized to do business in the State of Florida, with a business address of **2699 Stirling Road, Suite #C-402, Fort Lauderdale, FL 33312**, hereinafter referred to as "CONSULTANT". "CITY" and "CONSULTANT" may be collectively referred to as the "PARTIES".

**WHEREAS**, on **January 25, 2013**, the CITY and CONSULTANT entered into a one-year Legislative Consulting Services Agreement ("Original Agreement") that expired on January 31, 2014 with the option for additional one (1) year renewal terms, upon approval by the City Commission; and,

**WHEREAS**, On February 18, 2014, the Parties executed the First Renewal which expired on January 31, 2015; and,

**WHEREAS**, on March 3, 2015, the Parties executed the Second Renewal which included a \$6,000.00 increase that raised the total annual fee to \$84,000.00 and also renewed the agreement for an additional one (1) year period which expired on January 31, 2016; and,

**WHEREAS**, on January 13, 2016, the Parties executed the Third Renewal to the Original Agreement for an additional one (1) year period which expires on January 31, 2017; and,

**WHEREAS**, to date the Parties have been satisfied with the performance and execution of the Agreement, and desire to renew the terms of their contractual relationship as set forth herein; and,

**WHEREAS**, the Parties specifically seek to execute the **fourth one (1) year renewal** option and amend the Agreement in accordance with the terms and conditions set forth herein.

**W I T N E S S E T H**

**NOW, THEREFORE**, for and in consideration of the sum of the mutual covenants and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereto



agree as follows:

**SECTION 1.** The recitations set forth in the above "WHEREAS" clauses are true and correct and incorporated herein by this reference.

**SECTION 2.** Section 26, entitled "Public Records", is hereby added, as follows:

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

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

26.1.2 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;

26.1.3 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 if the CONSULTANT does not transfer the records to the CITY; and

26.1.4 Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfer all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically 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.

26.2 The failure of CONSULTANT to comply with the provisions set forth in this agreement/contract shall constitute a Default and Breach of this Agreement, for which, the City may terminate the Agreement.

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



**CITY CLERK  
10100 PINES BOULEVARD, 5<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33026  
(954) 450-1050  
mgraham@ppines.com**

**SECTION 3.** The Original Agreement is hereby renewed for the **fourth one (1) year renewal** period commencing on **February 1, 2017** and terminating on **January 31, 2018**.

**SECTION 4.** In the event of any conflict or ambiguity by and between the terms and provisions of this Fourth Amendment, the Third Amendment, the Second Amendment, the First Amendment, and the Original Agreement, the terms and provisions of this amendment shall control to the extent of any such conflict or ambiguity.

**SECTION 5.** The Parties agree that in all other respects the Original Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, and this Fourth Amendment, shall remain in full force and effect, except as specifically modified herein.

**SECTION 6.** Each Exhibit referred to in the Original Agreement, except as repealed herein, forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

**THE REMAINDER OF THIS PAGE  
HAS BEEN INTENTIONALLY LEFT BLANK**



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

ATTEST:

CITY:

[Signature]  
MARLENE D. GRAHAM,  
CITY CLERK

CITY OF PEMBROKE PINES  
BY: [Signature]  
CHARLES F. DODGE  
CITY MANAGER

APPROVED AS TO FORM  
[Signature] 11/5/17  
OFFICE OF THE CITY ATTORNEY



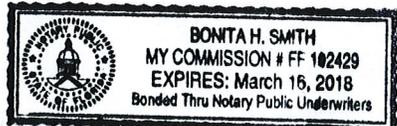
CONSULTANT:  
[Signature]  
LAWRENCE J. SMITH, P.A.  
BY: [Signature]  
Print Name: LAWRENCE J. SMITH  
Title: Pres.

WITNESSES  
[Signature]  
Daphnee A. Sainvil  
Print Name  
[Signature]  
Print Name

STATE OF FLORIDA )  
) ss:  
COUNTY OF BROWARD )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared Lawrence J. Smith as President of LAWRENCE J. SMITH, P.A., an organization authorized to conduct business in the State of Florida, and acknowledged execution of the foregoing Agreement as the proper official of LAWRENCE J. SMITH, P.A., for the use and purposes mentioned in it and affixed the official seal of the corporation, and that the instrument is the act and deed of that corporation.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 6<sup>th</sup> day of December, 2016.



[Signature]  
NOTARY PUBLIC  
Bonita H. Smith  
(Name of Notary Typed, Printed or Stamped)



# City of Pembroke Pines, FL

## Agenda Request Form

10100 Pines Blvd.  
Pembroke Pines, Florida  
33026  
www.ppines.com

**Agenda Number: 3.**

<b>File Number:</b> 16-0399	<b>File Type:</b> Agreements/Contracts	<b>Status:</b> Passed
<b>Version:</b> 0	<b>Reference:</b>	<b>Controlling Body:</b> City Commission
<b>Requester:</b>	<b>Initial Cost:</b> \$ 84,000.00	<b>Introduced:</b> 10/05/2016
<b>File Name:</b> Legislative Consulting Agreement - Lawrence J. Smith, P.A.		<b>Final Action:</b> 12/14/2016

**Title:** MOTION TO APPROVE THE FOURTH AMENDMENT OF THE LEGISLATIVE CONSULTING AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND LAWRENCE J. SMITH, P.A. FOR A ONE YEAR PERIOD FROM FEBRUARY 1, 2017 THROUGH JANUARY 31, 2018, IN THE AMOUNT OF \$84,000.

**Notes:**

- Attachments:**
1. Fourth Amendment to the Agreement (Draft)
  2. 2016 Session Review - Bills tracked for Pembroke Pines that Passed
  3. 2016 Session Review - Bills tracked for Pembroke Pines that Died or Were Substituted
  4. Agreement

**Agenda Date:** 12/14/2016  
**Agenda Number:** 3.  
**Enactment Date:**  
**Enactment Number:**

### History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
0	City Commission	12/14/2016	approve				Pass
			Aye: 5	Mayor Ortis, Vice Mayor Shechter, Commissioner Castillo, Commissioner Schwartz and Commissioner Siple			
			Nay: 0				

### SUMMARY EXPLANATION AND BACKGROUND:

1. The City utilizes legislative consultants to provide services during legislative sessions, including meetings as well as Federal, State and Local administrative and agency hearings, meetings or rule making proceedings, and to assist the City with Federal, State, and Local Government regulatory agencies.
2. On February 6, 2013, the City Commission approved a one year agreement with Lawrence J. Smith to provide Federal, State, and Local legislative consulting services in the amount of \$78,000.
3. Section 6.01 of the agreement allows for additional one year renewal terms subject to satisfactory performance by consultant, and upon the determination by the City that the

renewal is in the best interest of the City and approved by the City Commission.

4. On February 5, 2014, the City Commission approved the First Amendment to the agreement, which renewed the agreement for an additional one year period commencing on February 1, 2014 and expiring on January 31, 2015.

5. On January 7, 2015, the City Commission approved the Second Amendment to the agreement, which renewed the agreement for an additional one year period commencing on February 1, 2015 and expiring on January 31, 2016. The amendment also increased the annual cost of the agreement to \$84,000.

6. On January 6, 2016, the City Commission approved the Third Amendment to the agreement, which renewed the agreement for an additional one year period commencing on February 1, 2016 and expiring on January 31, 2017.

7. Request the City Commission to approve the Fourth Amendment of the legislative consulting agreement between the City of Pembroke Pines and Lawrence J. Smith, P.A for a one year period from February 1, 2017 through January 31, 2018, in the amount of \$84,000.

**Item has been reviewed by the Commission Auditor and approved for the Agenda.**

**FINANCIAL IMPACT DETAIL:**

**a) Initial Cost:** \$84,000 annually (\$56,000 for February 1, 2017 through September 30, 2017 and \$28,000 for October 1, 2017 through January 31, 2018)

**b) Amount budgeted for this item in Account No:** There is \$84,000 budgeted in account #1-519-800-31500 (Professional Services - Other) for this contract in the 2016-17 FY.

**c) Source of funding for difference, if not fully budgeted:** Not applicable

**d) 5 year projection of the operational cost of the project:**

	2/01/17 - 9/30/17	10/1/17 - 1/31/18	Year 3	Year 4	Year 5
Revenues	N/A	N/A	N/A	N/A	N/A
Expenditures	\$56,000	\$28,000	N/A	N/A	N/A
Net Cost	\$56,000	\$28,000	N/A	N/A	N/A

**e) Detail of additional staff requirements:** Not applicable.