



 ORIGINAL

December 12, 2017

Mr. David Ericks, President
Ericks Consultants, Inc.
205 South Adams Street
Tallahassee, Florida 32301

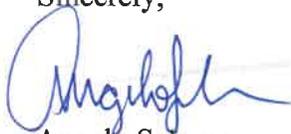
Re: Legislative Consulting Services, File 09-A-063M

Dear Mr. Ericks:

Enclosed please find a fully executed original document entitled *Third Amendment to Legislative Consulting Services Agreement Between The City of Coral Springs & Ericks Consultants, Inc.* for your records. This agreement is effective from January 1, 2018 through December 31, 2019.

Should you have any questions, please do not hesitate to contact me at your convenience.

Sincerely,



Angelo Salomone
Purchasing Administrator

AS:mlm

Encl.



ORIGINAL

**THIRD AMENDMENT TO LEGISLATIVE CONSULTING SERVICES AGREEMENT
BETWEEN THE CITY OF CORAL SPRINGS AND
ERICKS CONSULTANTS, INC.**

THIS THIRD AMENDMENT TO AGREEMENT, made and entered into the 6th
day of December, 2017 by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

ERICKS CONSULTANTS, INC.
a Florida corporation
205 South Adams Street
Tallahassee, Florida 32301
(hereinafter referred to as "CONSULTANT")

WHEREAS, on October 18, 2011, the CITY entered into an agreement with CONSULTANT to provide legislative consulting services to the City of Coral Springs, with the option to renew for two (2) additional two (2) year terms under the same terms and conditions (hereinafter the "Agreement"); and

WHEREAS, on October 10, 2013, the Agreement was extended through December 31, 2015; and

WHEREAS, on November 18, 2015, the Agreement was extended through December 31, 2017; and

WHEREAS, CITY and CONSULTANT are desirous of extending the term of the Agreement for an additional two (2) year term.

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 recitals and findings set forth above are hereby adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. **Term of Agreement.** The term of this Agreement is hereby extended through December 31, 2019, unless otherwise terminated pursuant to the terms of the original Agreement.

Section 3. All other terms and conditions of the original Agreement, as amended, not specifically amended herein, shall remain in full force and effect.

Section 4. Section 7.01 is amended to read:

Annual Fee:

January 1, 2018 – December 31, 2019 \$40,000.00

Section 5. Section 5 of the Second Amendment, Public Records, is amended in its entirety to read as follows:

Section 5. **RECORDS AND AUDIT**

City reserves the right to audit the records of Contractor relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by City, Contractor shall agree to submit to an audit by an independent certified public accountant selected by City. Contractor shall allow City to inspect, examine and review the records of Contractor at any and all times during normal business hours during the term of this Agreement.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE City OF CORAL SPRINGS, DEBRA THOMAS, CMC, City CLERK, 9551 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, DTHOMAS@CORALSPRINGS.ORG, TELEPHONE NUMBER (954) 344-1067.

Contractor understands, acknowledges and agrees that Contractor shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by City to perform the service.
- (2) Upon request from City's custodian of public records, provide 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, Florida Statutes, or as otherwise provided by law or City policy.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.

(4) Upon completion of the contract, transfer, at no cost, to City all public records in possession of Contractor or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

REQUEST FOR NONCOMPLIANCE

(a) A request to inspect or copy public records relating to a City's contract for services must be made directly to City. If City does not possess the requested records, City shall immediately notify Contractor of the request, and Contractor must provide the records to City or allow the records to be inspected or copied within a reasonable amount of time.

(b) If Contractor does not comply with City's request for records, City shall enforce the contract provisions in accordance with the contract.

(c) Any Contractor who fails to provide the public records to City within a reasonable time may be subject to penalties under Section 119.10.

CIVIL ACTION

(a) If a civil action is filed against Contractor to compel production of public records relating to a City's contract for services, the court shall assess an award against Contractor the reasonable costs of enforcement, including reasonable attorney fees, if:

- (1) The court determines that Contractor unlawfully refused to comply with the public records request within a reasonable time; and
- (2) At least eight (8) business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Contractor has not complied with the request, to City and to Contractor.

(b) A notice complies with subparagraph (a)2. if it is sent to City's custodian of public records and to Contractor at Contractor's address listed on its contract with City or to Contractor's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.

(c) Any Contractor who complies with a public records request within eight (8) business days after the notice is sent is not liable for the reasonable costs of enforcement.

Section 6. **Severability.** Should any part or provision of this Third Amendment to Agreement be by the courts decided to be illegal or in conflict with any law of the state, the validity of the remaining portions or provisions shall be affected thereby.

Section 7. This Third Amendment shall be effective upon execution of both parties.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ERICKS CONSULTANTS, INC. have executed this Third Amendment to Agreement the day and year first above written.

ATTEST:



Debra Thomas, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA


Walter G. Campbell, Jr., Mayor

APPROVED AS TO FORM:



Sherry L. Whitacre, Deputy City Attorney

