

**FIRST AMENDMENT TO INDEPENDENT CONTRACTOR
PROFESSIONAL SERVICES AGREEMENT FOR LEGAL SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT (“Amendment”), dated the ____ day of _____, 2021, between:

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

and

GOREN, CHEROF, DOODY & EZROL, P.A., hereinafter referred to as "City Attorney".

WHEREAS, on or about February 13, 2019, the City entered into an agreement with City Attorney for independent contractor professional services for legal services (the "Original Agreement"); and

WHEREAS, City and City Attorney now desire to amend the Original Agreement, relative to the professional services to be performed by the City Attorney, subject to the terms and conditions of the Original Agreement;

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 City Attorney agree to amend the Original Agreement as follows:

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

2. For services rendered on or after October 1, 2021, the hourly rate set forth in sections 5, 7 and Exhibit “A” of the Original Agreement, are increased to TWO HUNDRED FORTY AND NO/100 DOLLARS (\$240.00) per hour or such lesser sum as set forth on Exhibit “A” attached hereto and incorporated herein.

3. **Public Records.** Florida Public Records Law requires that each public agency that contracts for services must comply with Florida Public Records Law in accordance with Florida Statutes Chapter 119. Specifically as it relates to this Agreement for services, City Attorney agrees to the following:
 - 3.1 To keep and maintain public records required by the City to perform the service.

 - 3.2 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, Florida Statutes, or as otherwise provided by law.

- 3.3 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 Agreement if City Attorney does not transfer the records to City.
- 3.4 Upon completion of the Agreement, transfer, at no cost, to City all public records in City Attorney's possession or keep and maintain public records required by City to perform the service. If City Attorney transfers all public records to City upon completion of the Agreement, City Attorney shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If City Attorney keeps and maintains public records upon completion of the Agreement, City Attorney shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of City.
- 3.5 If City Attorney does not comply with a public records request, City shall enforce the contract provisions in accordance with the Agreement.

IF CITY ATTORNEY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AMENDMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-797-2237, abeggerow@plantation.org, 400 NW 73rd AVENUE, PLANTATION, FL 33317.

4. Scrutinized Contractor Certification.

4.1 City Attorney agrees to:

4.1.1 Comply with Section 287.135, Florida Statutes, which prohibits agencies from contracting with companies for goods or services of any amount that are on the Scrutinized Companies that Boycott Israel List or that are participating in a boycott of Israel; or One million dollars or more if, at the time of bidding, City Attorney is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has business operations in Cuba or Syria. The boycott Israel list is created pursuant to 215.4725, Florida Statutes and the Sudan and Iran lists are created pursuant to section 215.473, Florida Statutes.

4.1.2 As the person authorized to sign on behalf of City Attorney, I hereby certify that the City Attorney is not participating in a boycott of Israel, on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or that it does not have business operations in Cuba or Syria. I understand and agree that pursuant to section 287.135, Florida Statutes, the submission of a false certification; or being placed on the Scrutinized Companies that Boycott Israel List, or engaging in a boycott of Israel; or being placed on the Scrutinized

Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or engaging in business operations in Cuba or Syria will be cause for the City to terminate this Agreement at the option of the City. In addition, the City Attorney may be subject to civil penalties, attorney's fees, and/or costs.

4.1.3 The scrutinized company list is maintained by the State Board of Administration and available at <http://www.sbafla.com/>.

5. **E-Verify.**

5.1 **Definitions:**

- 5.1.1 "Contractor" means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration. "Contractor" includes, the City Attorney.
- 5.1.2 "Subcontractor" means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.
- 5.1.3 "E-Verify system" means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

5.2 **Registration Requirement; Termination.** Effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- 5.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and
- 5.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Plantation. The Contractor 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 Plantation; and
- 5.2.3 The Contractor 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. Contractor 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 Contractor 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 Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

6. **Ethics Disclosure.** The City Attorney warrants that no elected official, officer, agent or employee of the City has financial interest directly or indirectly in this contract or the compensation to be paid under it, and further, that no city employee who acts in the City of Plantation as a “purchasing agent” as defined by §112.312(20), Florida Statutes, nor any elected or appointed officer of the City of Plantation, nor any spouse or child of such purchasing agent employee or elected or appointed officer, is a partner, officer director, or proprietor of the City Attorney, and further, that no such city employee purchasing agent, city elected or appointed officer, or the spouse or child of any of them, alone or in combination, has a material interest in the City Attorney. Material interest means direct or indirect ownership of more than five (5) percent of the total assets or capital stock of the City Attorney.
7. **Intended Beneficiaries.** The City has three dependent districts (Plantation Midtown Development District, Plantation Gateway, and the City of Plantation Community Redevelopment Agency) hereinafter “Districts”. The Districts are intended beneficiaries of this Amendment.
8. **Original Agreement.** All of the terms and conditions of the Original Agreement shall be binding and remain in full force and effect except as expressly amended hereinabove.

IN WITNESS WHEREOF, the parties have set their hands and seals at and in the State and County first above written.

CITY OF PLANTATION, FLORIDA:

BY: _____
Mayor Lynn Stoner

CITY ATTORNEY:

BY: _____
Goren, Cherof, Doody & Ezrol, P.A.

**INDEPENDENT CONTRACTOR PROFESSIONAL SERVICES
AGREEMENT FOR LEGAL SERVICES**

EXHIBIT "A"

RATE SCHEDULE

A. Identification

Client: City of Plantation, Florida

B. Hourly rates for legal personnel

Partners	\$240.00/hour
Associates	\$240.00/hour
Law Clerks	\$125.00/hour
Paralegals	\$125.00/hour

C. Standard Charges

We charge for our time in minimum units of .10 hours.

D. Costs and expenses

In-office photocopying	\$ 0.35/page
Telefacsimile transmittal	\$10.00
Computerized legal research	at cost