

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

BETWEEN CITY OF WESTLAKE AND CHEN MOORE & ASSOCIATES, INC.

This Addendum to Professional Services Agreement (“Addendum”) dated September 9, 2019, between the **City of Westlake** (“City”), a Florida municipal corporation, located at 4001 Seminole Pratt Whitney Road, Westlake Florida, 33470, and **Chen Moore & Associates, Inc.**, (“Engineer”), a Florida profit corporation, located at 500 Australian Avenue South, Suite 530, West Palm Beach, FL 33401, collectively referred to as “Parties”.

WHEREAS, the City previously entered into a contact for Professional Services with Chen Moore & Associates, Inc., on or about September 19, 2016; and

WHEREAS, the term of the agreement provides for a term of three years, with the option to renew upon mutual agreement of the Parties; and

WHEREAS, the City desires to continue to utilize the professional services of Chen Moore & Associates, Inc., as the engineer for the City; and

WHEREAS, the Parties intend to renew the Agreement and to modify provisions for public records request to comply with recent legislative changes.

NOW THEREFORE, the Parties hereby agree to the following amendments to the Agreement effective September 9, 2019.

1. **Article 1.** Term of Agreement existing provision shall be deleted as follows and replaced with the underlined provision:

This Agreement shall be renewed for a term of three (3) years.

2. **Article 11.** Public Records provision shall be modified as follows.

The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Engineer in conjunction with this Agreement. In addition to allowing access to public records, the Engineer shall provide the following with respect to public records:

- (a) Keep and maintain public records required by City to perform the services under this Agreement.
- (b) Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that

does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if the records are not transferred to City.

(d) Upon completion of this Agreement, transfer to City, at no cost, all public records in possession of Engineer upon termination of this Agreement or keep and maintain public records required by City to perform the services. If Engineer transfers the records to City, Engineer shall destroy any duplicate public records that are exempt or confidential and exempt. If Engineer keeps and maintains public records upon completion of this Agreement, Engineer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City. The failure of Engineer to comply with the provisions set forth in this section shall constitute a material breach of this Agreement entitling City to exercise any remedy provided in this Agreement or under applicable law.

~~A request for public records regarding this Agreement must be made directly to City, who will be responsible for responding to any such public records requests. Engineer will expeditiously provide any requested records to City to enable City to respond to the public records request.~~

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 603-0033, SANDRA.DEMARCO@INFRAMARK.COM, 210 N. UNIVERSITY DRIVE, SUITE 702, CORAL SPRINGS, FL 33071.

3. Except as otherwise expressly set forth in the Addendum, the Agreement shall remain unchanged and in full force and effect in accordance with the terms and provisions contained therein.

IN WITNESS WHEREOF, the Parties have executed this Agreement, this day and year first above written.

Attest:

CITY OF WESTLAKE, FLORIDA

A handwritten signature in black ink, appearing to be 'Sandra DeMarco', written over a horizontal line.

City Clerk, Sandra DeMarco

A handwritten signature in blue ink, appearing to be 'Kenneth G. Cassel', written over a horizontal line.

Kenneth G. Cassel, City Manager

Chen Moore & Associates, INC.

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BY: *Peter A. Novak*, President

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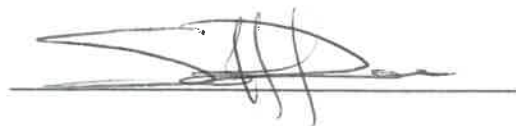
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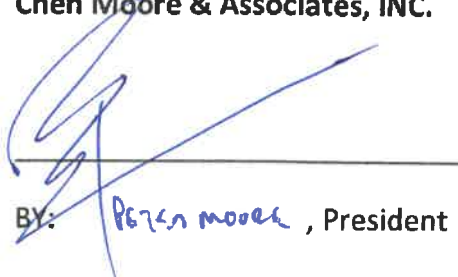
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Kenneth G. Cassel, City Manager

Chen Moore & Associates, INC.

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BY: Peter Moore, President