FIRST AMENDMENT FOR PROFESSIONAL SERVICES
FOR
THE DESIGN THROUGH CONSTRUCTION ADMINISTRATION
OF A NEW PUBLIC LIBRARY IN MARATHON, MONROE COUNTY, FLORIDA

This First Amendment ("Amendment") made and entered into this 19th day of December, 2016, by and between Monroe County, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "County", through the Monroe County Board of County Commissioners ("BOCC"),

AND

Synalovski Romanik Saye, LLC, ("SRS"), a Limited Liability Company, in the State of Florida, whose address is 1800 Eller Drive, Suite 500, Ft. Lauderdale, Florida, 33316, its successors and assigns, hereinafter referred to as "Consultant" or "Contractor",

WITNESSETH:

WHEREAS, on October 21, 2015, the parties entered into an Agreement for Professional Services for the Design through Construction Administration of a new Public Library in Marathon; and

WHEREAS, additional services for a solar feasibility study is required by a Resolution of the Climate Change Advisory Committee; and

WHEREAS, County desires to revise language in its contracts and/or agreements for Public Records compliance in accordance with Chapter 119 of the Florida Statutes pursuant to legislative revisions to § 119.0701, which became effective March 8, 2016, and any subsequent changes thereto;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Owner and Consultant agree as follows:

1. In accordance with the Agreement of October 21, 2015, Article III paragraph 3.2, Consultant shall provide additional services for a Feasibility Study to achieve 50% total power of the Library via solar panels, solar water heater, and a cistern.

2. County shall pay Consultant a sum of Five Thousand Five Hundred and 00/100 Dollars ($5,500.00) after the study is received and accepted.
3. Article 9.2.1, PUBLIC ACCESS, of the Consultant Agreement for Professional Services dated October 21, 2015, shall be revised as follows with the aforementioned Consultant referred to herein also as “Contractor” for this provision only:

Public Records Compliance. Contractor must comply with Florida public records laws, including but not limited to Chapter 119, Florida Statutes and Section 24 of article I of the Constitution of Florida. The County and Contractor shall allow and permit reasonable access to, and inspection of, all documents, records, papers, letters or other “public record” materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and Contractor in conjunction with this contract and related to contract performance. The County shall have the right to unilaterally cancel this contract upon violation of this provision by the Contractor. Failure of the Contractor to abide by the terms of this provision shall be deemed a material breach of this contract and the County may enforce the terms of this provision in the form of a court proceeding and shall, as a prevailing party, be entitled to reimbursement of all attorney’s fees and costs associated with that proceeding. This provision shall survive any termination or expiration of the contract.

The Contractor is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision.

Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the Contractor is required to:

(1) Keep and maintain public records that would be required by the County to perform the service.

(2) Upon receipt from the County’s custodian of records, provide the County 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 this chapter or as otherwise provided by law.

(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 the contractor does not transfer the records to the County.

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

(5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately
notify the Contractor of the request, and the Contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the Contractor does not comply with the County’s request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County’s option and right to unilaterally cancel this contract upon violation of this provision by the Contractor. A Contractor who fails to provide the public records to the County or pursuant to a valid public records request within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

The Contractor shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

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, BRIAN BRADLEY AT PHONE# 305-292-3470 BRADLEY-BRIAN@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY’S OFFICE 1111 12TH STREET, SUITE 408, KEY WEST, FL 33040.

4. In all other respects, the original Agreement dated October 21, 2015, remains unchanged.

IN WITNESS WHEREOF, each party caused this Agreement to be executed by its duly authorized representative.

MONROE COUNTY
COUNTY ADMINISTRATOR

Roman Gastesi

CONSULTANT

Synalovski Romanik Saye, LLC (“SRS”)

Printed Name: Manuel Synalovski
Title: Managing Member

WITNESSES TO CONSULTANT’S SIGNATURE:

By: 
Print Name: 
Title: 

By: 
P.M.Marin
Title: Admin. Assf.