

FIRST RENEWAL OF AGREEMENT (LEGAL SERVICES)

Clerk Tracking No. 2019-00127

“AGREEMENT FOR PROVISION OF LEGAL SERVICES”

THIS FIRST RENEWAL is made and entered into this 16th day of July 2019 by and between the **City of Naples (the “City”)** and **Roetzel and Andress, A Legal Professional Association (the “Firm”)** an Ohio Corporation authorized to do business in Florida, located at **850 Park Shore Drive, Trianon Centre, 3rd Floor; Naples, Florida 34103.**

WHEREAS, the City and the Firm entered into that certain Agreement on October 1, 2017 for Provision of Legal Services, **Bid No. N/A, Clerk Tracking No. 2017-00125** for the City of Naples; and

WHEREAS, the parties desire to renew the Original Agreement so that the Firm will provide said services for an additional year with no price increase; and

WHEREAS, the City Manager is authorized by City Council pursuant to Section 2-667 (7)(e), Naples City Code, to renew this Agreement;

WHEREAS, the parties are required by **119.0701 F.S.** to amend the Original Agreement so that the City and Firm will abide by the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants, promises and conditions herein set forth, it is hereby acknowledged and agreed as follows:

1. The above recitals are true and correct and are incorporated herein by this Reference.
2. **“Article Five, Maintenance of Records”** shall be amended to **add Articles 5.2 and 5.3** as indicated below and made a part of this First Renewal.

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, CITY CLERK’S OFFICE

If the **FIRM** has questions regarding the application of Chapter 119, Florida Statutes, to the firm’s duty to provide public records relating to this contract, contact the **City Clerk, City of Naples Custodian of Public Records**, at Telephone: 239-213-1015, Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street South; Naples, Florida 34102. Mailing address: same as street address.

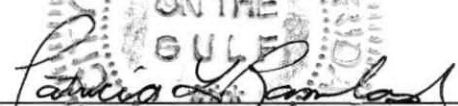
5.3 The FIRM shall:

1. Keep and maintain public records required by the CITY to perform the service.
 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 this chapter 119.0701 F.S. 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 FIRM does not transfer the records to the CITY.
 4. Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the FIRM or keep and maintain public records required by the CITY to perform the service. If the FIRM transfers all public records to the CITY upon completion of the contract, the FIRM shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the FIRM keeps and maintains public records upon completion of the contract, the FIRM 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.
3. The terms of this First Renewal shall control and take precedence over any and all terms, provisions and conditions of Original Agreement which might vary, contradict or otherwise be inconsistent with the terms and conditions hereof. All of the other terms, provisions and conditions of Original Agreement, except as expressly amended and modified by this First Renewal, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

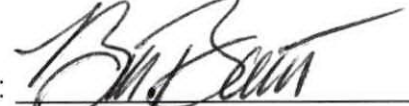
This First Renewal may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

NOW, THEREFORE, it is hereby acknowledged and agreed that the Original Agreement is hereby renewed from **October 1, 2019 through September 30, 2020 with one renewal available upon mutual agreement of the CITY and FIRM.**

IN WITNESS WHEREOF, the City and the Firm have caused this First Renewal to be duly executed by their duly authorized officers, all as of the day and year first above written.

ATTEST:
By: 
Patricia L. Rambosk, City Clerk



CITY:
CITY OF NAPLES, FLORIDA
By: 
Bill Barnett, Mayor

FIRM:
**ROETZEL & ANDRESS, a
LEGAL PROFESSIONAL ASSOCIATION**
850 Park Shore Drive,
Trianon Centre, 3rd Floor;
Naples, Florida 34103
Attention: **James D. Fox**,
Attorney at Law, Shareholder

FIRM WITNESS:

Witness (Signature)

Printed
Name: VICKI L. SMITH

By: 
(Signature)

Printed
Name: JAMES D FOX

Title: SHAREHOLDER

FEI/EIN Number: On File (OH)