

THIRD AMENDMENT

THIS IS A THIRD AMENDMENT TO THE AGREEMENT dated the _____ day of _____, 2018, between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as “CITY,”

and

THE RUSSELL LIFE SKILLS AND READING FOUNDATION, INC., a Florida Not For Profit corporation, having its office and place of business at 5400 S. University Drive, Suite 506, Davie, Florida 33328, hereinafter referred to as “LICENSEE.”

WHEREAS, the parties entered into an agreement to provide life skills and reading services for youth on March 16, 2015, (“Original Agreement”), approved by Resolution No. 2015-200; and

WHEREAS, the parties entered into a First Amendment to the Original Agreement on February 26, 2016, approved by City Resolution No. 2016-123; and

WHEREAS, the parties entered into a Second Amendment to the Original Agreement on February 17, 2017, approved by City Resolution No. 2017-141; and

WHEREAS, the CITY and LICENSEE have agreed to extend the Original Agreement for one (1) additional one-year period and to include additional language to the Original Agreement.

WITNESSETH:

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments herein set forth CITY and LICENSEE agree as follows:

1. Each “WHEREAS” clause set forth above is true and correct and herein incorporated by this reference.

2. The Original Agreement executed on March 16, 2015, and subsequently amended on February 26, 2016, and February 17, 2017, shall remain in full force and effect except as specifically amended herein below.

3. The parties hereto agree to extend the original Agreement for one (1) additional one-year period, ending March 15, 2019.

4. Article 6, Accounting and Record Keeping Procedures, of the Original Agreement is hereby deleted in its entirety and a new Article 6, Public Records Requirement, Record Keeping, Inspection, and Audit Procedures, shall read as follows:

ARTICLE 6
PUBLIC RECORDS REQUIREMENT, RECORD KEEPING,
INSPECTION, AND AUDIT PROCEDURES

A. Public Records.

1. The CITY of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The LICENSEE shall comply with Florida's Public Records Law, as amended. Specifically, the LICENSEE shall:

a. Keep and maintain public records required by the CITY in order to perform the service.

b. Upon request from the CITY's custodian of public records, provide the CITY with a copy of 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.

c. 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 LICENSEE does not transfer the records to the CITY.

d. Upon completion of the Agreement, transfer, at no cost to the CITY, all public records in possession of the LICENSEE, or keep and maintain public records required by the CITY to perform the service. If the LICENSEE transfers all public records to the CITY upon completion of the Agreement, the LICENSEE shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the LICENSEE keeps and maintains public records upon completion of the contract, the LICENSEE 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.

2. Failure of the LICENSEE to provide the above described public records to the CITY within a reasonable time may subject LICENSEE to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

IF THE LICENSEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE LICENSEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK

100 W. Atlantic Blvd., Suite 253

Pompano Beach, Florida 33060

(954) 786-4611

RecordsCustodian@copbfl.com

B. LICENSEE shall use such accounting methods and procedures as may be prescribed by CITY, in accordance with the generally accepted accounting principles, which shall include, but not be limited to, those methods and procedures set forth below:

1. LICENSEE shall keep a true and accurate account of all monies received and spent attendant to LICENSEE activities and agrees to make available locally at all reasonable times for CITY's examination and audit, all such financial records and supporting documentation. Records shall include but not be limited to, all business records, bookkeeping/accounting records, receipts, invoices, bank statements, attendance rosters and financial/statistical records attendant to LICENSEE activities.

2. LICENSEE shall preserve and make available locally at all reasonable times for City's inspection all financial records and supporting documentation attendant to LICENSEE activities, at no cost to City, for a period of three (3) years or, if an audit has been

initiated and audit findings have not been resolved at the end of this three (3) year period, said records and documentation shall be retained until resolution of the audit finding.

3. LICENSEE and its employees shall maintain a daily log that provides the names, dates of all attendees to program as well as names, date and time of all its employees, volunteers or agents utilizing the CITY Property which shall at all times be available to CITY personnel.

5. This Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though the extension had been originally included in the Agreement.

THE REMAINDER OF THE PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

"CITY":

Witnesses:

CITY OF POMPANO BEACH

By: _____
LAMAR FISHER, MAYOR

By: _____
GREGORY P. HARRISON, CITY

MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

Approved As To Form:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **LAMAR FISHER** as Mayor, **GREGORY P. HARRISON** as CITY Manager and **ASCELETA HAMMOND** as CITY Clerk of the CITY of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE":

Witnesses:

Barbara O'Byley
Print Name: Barbara O'Byley
Mya Smith
Print Name: Mya Smith

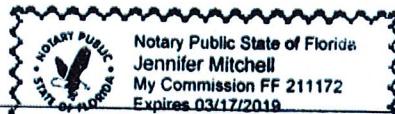
**THE RUSSELL LIFE SKILLS AND READING
FOUNDATION, INC.**

By: *Twan Russell*
Twan Russell, Chairman

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 8th day of February, 2018, by Twan Russell as Chairman of The Russell Life Skills and Reading Foundation, Inc., a Florida Not For Profit corporation, on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



~~NOTARY PUBLIC STATE OF FLORIDA~~

(Name of Acknowledger Typed, Printed or Stamped)

Jennifer Mitchell
FF 211172

Commission Number

:jrm
1/30/18
L:agr/persnl/2018-106