



**SECOND AMENDMENT TO AGREEMENT
FOR
GENERAL PLANNING SERVICES CONSULTANT**

THIS IS AN AGREEMENT ("Agreement"), dated this _____ day of _____ 2023, by and between:

CITY OF OAKLAND PARK, a municipal corporation organized and existing under the laws of the State of Florida and whose address is 3650 NE 12 Avenue, Oakland Park, FL 33334 ("City"),

and

LEIGH ROBINSON KERR & ASSOCIATES, INC., a corporation authorized to do business in the State of Florida, located at 808 E. Las Olas Blvd., Suite 104, Fort Lauderdale, FL 33301, hereinafter "CONSULTANT."

City and CONSULTANT may each be referred to herein as "party" or collectively as "parties".

WHEREAS, on March 2, 2018, the City received a Statement of Qualifications from CONSULTANT in response to the City's Request for Qualifications (RFQ) for General Planning Services Consultant, RFQ #030218.

WHEREAS, on October 17, 2018, the City and CONSULTANT entered into an agreement, R-2018-151, for a General Planning Services Consultant (hereinafter referred to as the "Original Agreement"); and

WHEREAS, the initial term of the Original Agreement was for three (3) years and the Original Agreement expired on October 16, 2021; and

WHEREAS, the Original Agreement provided for an option to renew for two (2) additional 2-year periods, subject to the mutual written consent of the Parties, and the Original Agreement was renewed for the first 2-year period on October 6, 2021, via Resolution R-2021-128, effective October 17, 2021, through October 16, 2023; and

WHEREAS, the City is satisfied with the CONSULTANT's performance pursuant to the Original Agreement, and the Parties seek to renew the Original Agreement for the second and final 2-year renewal period, effective October 17, 2023, through October 16, 2025; and

WHEREAS, the Parties seek to adopt the CONSULTANT'S current professional service rates, attached hereto as "EXHIBIT A", and

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties agree as follows:

Section 1. The foregoing recitals are true and correct and are hereby incorporated into this Agreement.

Section 2. The Original Agreement is hereby renewed for the second and final 2-year term which shall commence on October 17, 2023, and terminate on October 16, 2025.

Section 3. Scrutinized Companies. CONSULTANT, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

3.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

3.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

3.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

3.2.2 Is engaged in business operations in Syria.

Section 4. E-Verify. CONSULTANT certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

4.1 Definitions for this Section:

4.1.1 "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, but is not limited to, CONSULTANT or consultant.

4.1.2 "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.

4.1.3 "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.

4.2 Registration Requirement; Termination:

Pursuant to Section 448.095, Florida Statutes, 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:

4.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract;

4.2.2 All persons (including subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the CITY OF OAKLAND PARK. 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 OAKLAND PARK; and

4.2.3 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.

Section 5. That the Original Agreement, as amended and executed by the parties, shall remain in full force and effect except as specifically amended herein.

IN WITNESS OF THE FOREGOING, the parties have hereunto set their hands and seals on the dates written below.

CITY OF OAKLAND PARK, a Florida municipal corporation

BY: _____
CITY MANAGER

ATTEST:

BY: _____
CITY CLERK

APPROVED AS TO LEGAL FORM:

BY: _____
CITY ATTORNEY

WITNESSED BY:

Print name

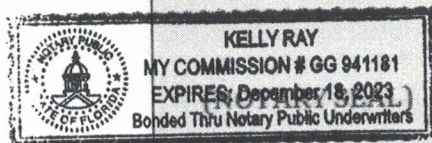
Print name

LEIGH ROBINSON KERR & ASSOCIATES, INC.

BY: _____

Name: Leigh R. Kerr

Title: President



STATE: **FLORIDA**
COUNTY: Broward

Sworn to (or affirmed) and subscribed before me this 19 day of September, 2023, by: Leigh R. Kerr
Name of person making statement

Signature of Notary Public - State of Florida

Name of Notary Typed, Printed, or Stamped

Personally Known ☒ OR Produced Identification ☐

Type of Identification Produced _____

From: Leigh Kerr <lkerr808@bellsouth.net>
Sent: Friday, August 18, 2023 6:09 PM
To: Lauren Pruss
Cc: Melissa Alvarado; Kerri Fisher; Kelly Ray
Subject: Re: Extension of Continuing General Planning Consulting Services Agreement - Leigh Robinson Kerr
Attachments: R-2018-151.pdf; R-2021-128 -Renewal of General Planning Services Agreements.pdf; Leigh Kerr Renewal Letter.pdf

CAUTION: This email originated from outside of the City of Oakland Park. DO NOT click links or open attachments unless you are expecting the information and recognize the sender.

Good afternoon. Yes we are interested in the extension.
Thank you. Happy weekend

Sent from my iPhone

On Aug 18, 2023, at 4:40 PM, Lauren Pruss <lauren.pruss@oaklandparkfl.gov> wrote:

Good Afternoon Mr. Kerr ,

Please find the attached letter requesting Leigh Robinson Kerr & Associates consider the City of Oakland Park's interest in extending the current agreement for Continuing General Planning Consulting Services. The original RFP and additional information is also attached.

Thank you for your consideration of this request.

Sincerely,



Lauren Pruss, AICP

Assistant Director – Planning and Zoning

Community and Economic Development Department

City of Oakland Park

5399 North Dixie Highway, Suite 3

Oakland Park, Florida 33334

954-630-4425

lauren.pruss@oaklandparkfl.gov

www.oaklandparkfl.gov www.opcra.com



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LEIGH, ROBINSON, KERR
GENERAL PLANNING SERVICES
2023-2025 RATES

PROPOSED RATE SCHEDULE

Principal	\$225.00 per hour
Planner/GIS	\$125.00 per hour
CADD/Graphic Design	\$95.00 per hour