

**ITEM #125**

**ADDITIONAL MATERIAL  
10:00 A.M. REGULAR MEETING  
AUGUST 22, 2017**

**SUBMITTED AT THE REQUEST OF  
COUNTY ATTORNEY'S OFFICE**

**Additional Material**

August 22, 2017 Meeting

Broward County Board of County Commissioners

***Item 125***

***Motion to Approve Agreements for Appointment of Bond Counsel for Broward County.***

The following changes have been made to each of the Bond Counsel Agreements:

1. Page 3: The language ", including the requirements of Exhibit "D" attached hereto and made a part hereof" has been added at the end of Section 5.2 after the word "Agreement."
2. Exhibit "D" has been added.

**4. Termination.**

4.1. This Agreement may be terminated for cause by the aggrieved party, with County acting by and through the County Attorney, if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach, or may be terminated for convenience by the County Attorney, upon not less than thirty (30) days' advance written notice to Counsel. This Agreement may also be terminated by the County Attorney upon such notice as the County Attorney deems appropriate in the event that termination is necessary to protect the public health, safety, or welfare. An erroneous termination for cause shall be considered a termination for convenience.

4.2. In the event that this Agreement is terminated for convenience, Counsel shall be paid for any services performed to the date the Agreement is terminated. Upon being notified of the County Attorney's election to terminate, Counsel shall refrain from performing further services or incurring additional expenses under this Agreement, unless otherwise instructed by the County Attorney. Counsel acknowledges and agrees that Ten Dollars (\$10.00) of compensation to be paid by County, the adequacy of which is hereby acknowledged by Counsel, is given as specific consideration to Counsel for County's right to terminate this Agreement for convenience. Upon such termination for convenience, Counsel shall cooperate with the County Attorney or designee in facilitating the orderly and professional transfer of its responsibilities and files under this Agreement.

**5. Audit and Public Records.**

5.1. Audit. County, acting by and through its County Auditor, shall have the right to audit the books and records of Counsel pertinent to the funding under this Agreement. Counsel shall preserve and make available, at reasonable times for examination and audit by the County Auditor, all financial records, supporting documents, and other documents pertinent to this Agreement for a period of three (3) years after expiration or termination of this Agreement, or, if any audit has been initiated and audit findings have not been resolved at the end of the three years, such books and records shall be retained until resolution of the audit findings.

5.2. Public Records. Counsel shall comply with all applicable requirements of the Florida Public Records Act with respect to Counsel's records relating to, arising from, or in connection with this Agreement, including the requirements of Exhibit "D" attached hereto and made a part hereof.

**6. Conflict of Interest.**

6.1. Counsel shall strictly comply with the terms and conditions of the Conflicts of Interest Policy for Outside Legal Counsel ("Conflict of Interest Policy") set forth in Section 18.88 of the Broward County Administrative Code, as may be amended from time to time.

## **EXHIBIT "D"**

### **PUBLIC RECORDS**

To the extent Counsel is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Counsel shall:

- a) Keep and maintain public records required by County to perform the services under this Agreement;
- b) Upon request from County, provide County 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 or termination of this Agreement if the records are not transferred to County; and
- d) Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Counsel or keep and maintain public records required by County to perform the services. If Counsel transfers the records to County, Counsel shall destroy any duplicate public records that are exempt or confidential and exempt. If Counsel keeps and maintains public records, Counsel shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

The failure of Counsel to comply with the provisions of this Section shall constitute a material breach of this Agreement entitling County 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 County, who will be responsible for responding to any such public records requests. Counsel will provide any requested records to County to enable County to respond to the public records request.

**IF COUNSEL HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO COUNSEL'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-7600, ANNIKA E. ASHTON, AASHTON@BROWARD.ORG, 115 S. ANDREWS AVE., SUITE 423, FORT LAUDERDALE, FLORIDA 33301.**