

**SECOND RENEWAL OF AGREEMENT  
PROFESSIONAL CONSULTANT SERVICES  
Clerk Tracking No. 2020-00100**

**“BUILDING PERMIT INSPECTION AND PLAN REVIEW SERVICES – LIBRARY OF FIRMS”**

**THIS SECOND RENEWAL** (Year 5) is made and entered into this 15<sup>th</sup> day of **July 2020** by and between the **City of Naples** (the “CITY”) and **C.A.P. Government, Inc.** a Florida Corporation authorized to do business in Florida, whose business address is: 343 Almeria Avenue; Coral Gables, Florida 33134 (the “CONSULTANT”).

**WHEREAS**, the CITY and the CONSULTANT entered into that certain Agreement on February 3, 2016 for Building Permit Inspection and Plan Review Services – Library of Firms, **Bid No. 16-014**), **Clerk Tracking No. 2016-00019** for the City of Naples; and

**WHEREAS**, the parties desire to renew the Original Agreement so that the Consultant 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 the CONSULTANT 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 Second Renewal.

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

If the CONSULTANT has questions regarding the application of Chapter 119, Florida Statutes, to the consultant’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](mailto:PublicRecordsRequest@naplesgov.com); Address: 735 8<sup>th</sup> Street South; Naples, Florida 34102. Mailing address: same as street address.

### 5.3 The CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records required by the CITY to perform the service. If the CONSULTANT transfers all public records to the CITY upon completion of the contract, the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the contract, the CONSULTANT 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 Second 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 Second Renewal, shall remain unchanged and are hereby ratified and confirmed and shall remain in full force and effect.

This Second 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, 2020 through September 30, 2021 with two Extensions available upon mutual agreement of the CITY and CONSULTANT. All Extensions, Year 6 & 7, would require approval by City Council.**

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

**ATTEST:**  
ON THE  
By: Patricia L. Rambosk  
Patricia L. Rambosk, City Clerk

**CITY:**

**CITY OF NAPLES, FLORIDA**

By: Charles T. Chapman IV  
Charles T. Chapman IV, City Manager

Approved as to form and legal sufficiency:

By: James D. Fox  
James D. Fox, City Attorney

**CONSULTANT:**

**C.A.P. GOVERNMENT, INC.**  
343 Almeria Avenue  
Coral Gables, Florida 33134  
Attention: **Carlos A. Penin, P.E.**, President

**CONSULTANT:**

Jose Miranda  
Witness (Signature)

Printed  
Name: Jose Miranda

By: Carlos A. Penin  
(Signature)

Printed  
Name: Carlos A. Penin

Title: President

FEI/EIN Number: On File (FL)