

**AMENDMENT NO. 1
RENEWAL
TO CONTRACT NO. GC890
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Contract No. GC890 (Contract) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Broward County Board of County Commissioners, 1 N. University Drive, Bldg. A, Suite 203, Plantation, FL 33324 (Contractor), on the date last signed below.

WHEREAS, the Department entered into the Contract with the Contractor to provide petroleum contamination cleanup site management activities effective October 1, 2016; and

WHEREAS, the parties wish to amend the Contract as set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Pursuant to Paragraph 4.B., the Contract is renewed for a 4 year and 9 month period to begin July 1, 2021, and remain in effect until March 31, 2026. The Department and the Contractor shall continue to perform their respective duties during this renewal period pursuant to the same terms and conditions provided in the Contract.
2. Paragraph 3.A is hereby deleted in its entirety and replaced with the following:
Local program shall provide the services ("Work") specified in the Scope. The Task Assignment Notification Form and Task Assignment Change Order Form as attached to the Contract as Attachments C and D, respectively, are hereby deleted. All Task Assignments and Task Assignment Change Orders shall be executed on the Department's latest Task Assignment and Task Assignment Change Order forms, copies of which are available from the Department's Contract Manager.
3. Paragraph 26 is hereby deleted in its entirety and replaced with: "Exhibit A, Public Records Requirements, as attached to this Amendment, is hereby incorporated into the Contract."
4. The following provision is hereby added to paragraph 38, Disqualification:
 - C. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.
5. The following provision is hereby added to the Contract as a new paragraph 53:

Dispute Resolution. Any dispute concerning performance of the Contract shall be decided as follows:

 - A. All claims or disputes (Claims) must be presented to the Department in writing within thirty (30) days of the date such Claim arises (Notice of Dispute). The Notice of Dispute shall set out in detail all aspects of the disputed matters to be resolved, including the specific relief sought by the Contractor. Claims not presented by Notice of Dispute to Contract Manager shall be deemed waived by the Contractor.
 - B. The parties shall make a good faith attempt to resolve Claims which may arise from time to time by informal conference within ten (10) days of the Notice of Dispute.

- C. Within ten (10) days of the informal conference, the Department shall provide Contractor a detailed written response to the Claim. A formal conference of the parties shall be convened no later than thirty (30) days following the Department’s response to the Notice of Dispute, unless the parties mutually agree in writing to a longer period of time within which to schedule a formal conference.
 - 1) All persons necessary to resolution of the claim or disputed matter shall attend the formal conference.
 - 2) Minutes of the formal conference shall be taken, recorded, transcribed, and signed by the Department and the Contractor. Any terms of settlement and/or resolution reached shall be signed by all persons authorized to resolve the Claim.
- D. Either party may request mediation of unresolved Claims, with the party seeking mediation to bear the expense of mediation.
- E. Any Claim not resolved at formal conference or mediation, may be the subject of a complaint filed in a court of competent jurisdiction in Leon County, Florida.

6. The following provision is hereby added to the Contract as a new paragraph 54:

MyFloridaMarketPlace Transaction Fee. The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace (MFMP), a statewide e-procurement system. Pursuant to Rule 60A-1.031, Florida Administrative Code, payments under this Contract are exempt from the MyFloridaMarketPlace transaction fee.

7. All other terms and conditions of the Contract remain in effect. If and to the extent that any inconsistency may appear between the Contract and this Amendment, the provisions of this Amendment shall control.

The parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Broward County Board of County Commissioners

Florida Department of Environmental Protection

By: _____
Title: Mayor

By: _____
Secretary or Designee

Date: _____

Date: _____

**Approved as to form by
Andrew J. Meyers, Broward County Attorney**

Alexi I. Koratich
 By: _____
 Alexis Marrero-Koratich (Date)
 Assistant County Attorney

Digitally signed by Alexis I. Marrero Koratich
Date: 2021.04.14 11:43:51 -04'00' 4/14/2021

MAITE AZCOITIA
 By: _____
 Maite Azcoitia (Date)
 Deputy County Attorney

Digitally signed by MAITE AZCOITIA
Date: 2021.04.14 11:58:36 -04'00' ITE

List of attachments/exhibits included as part of this Contract:

Specify Type / Letter	Description
Exhibit A	Public Records Requirements (1 page)

EXHIBIT A, PUBLIC RECORDS REQUIREMENTS

A. Public Records Access Requirements.

- a. If the Contract exceeds \$35,000.00, and if the Contractor is acting on behalf of the Department in its performance of services under the Contract, the Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by the Contractor in conjunction with the Contract (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Contract if the Contractor refuses to allow public access to Public Records as required by law.

B. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

If the Contractor is a "contractor" as defined in section 119.0701(1)(a), F.S., the Contractor shall:

- (1) Keep and maintain Public Records required by the Department to perform the service.
- (2) Upon request, provide the Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- (3) A Contractor who fails to provide the Public Records to the Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- (4) 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 Contractor does not transfer the Public Records to the Department.
- (5) Upon completion of the Contract, transfer, at no cost, to the Department all Public Records in possession of the Contractor or keep and maintain Public Records required by the Department to perform the service. If the Contractor transfers all Public Records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the Contractor keeps and maintains Public Records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to the Department, upon request from the Department's custodian of Public Records, in a format specified by the Department as compatible with the information technology systems of the Department. These formatting requirements are satisfied by using the data formats as authorized in the Contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the Contractor is authorized to access.
- (6) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

**Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399**