

**AMENDMENT NO. 3
TO CONTRACT NO. GC920
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**

This Amendment to Contract No. GC920, as previously amended, (Contract) is made by and between the Florida Department of Environmental Protection (Department), an agency of the State of Florida, and Broward County Board of County Commissioners, Public Works and Environmental Services Department, 1 North University Drive, Suite 203, Plantation, Florida, 33324 (Contractor), on the date last signed below.

WHEREAS, the Department entered into the Contract with the Contractor to perform compliance inspections within the jurisdictional (geographical) boundaries of the specified counties, effective July 1, 2017;

WHEREAS, the Contract was subsequently amended on or about August 16, 2018, and again amended on or about May 15, 2019; and

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

NOW THEREFORE, the parties agree as follows:

1. Paragraph 5. A. Compensation, is hereby revised to increase the maximum compensation amount of the Contract from \$4,309,477.00 to \$5,669,539.39, an increase of 1,360,062.39, to allow for additional services.
2. Attachment E, Contractor Affidavit/Release of Claims Form is hereby deleted in its entirety and replaced with Attachment E-1 Revised Contractor Certification Release of Claims Form, as attached to this Amendment and hereby incorporated into the Contract. All references to Attachment E shall hereinafter refer to Attachment E-1 Revised Contractor Certification Release of Claims Form.
3. Attachment F, Public Records Requirements, is hereby deleted in its entirety and replaced with Attachment F-1, Revised Public Records Requirements, as attached to this Amendment and hereby incorporated into the Agreement. All references to Attachment F shall hereinafter refer to Attachment F-1, Revised Public Records Requirements.
4. 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: _____

Date: _____

By: _____

Secretary or Designee

Date: _____

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

Specify Type /

<u>Letter</u>	<u>Description</u>
Attachment E-1	Revised Contractor Certification Release of Claims Form
Attachment F-1	Revised Public Records Requirements

- REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

ALEXIS
MARRERO-
By KORATICH
Digitally signed by ALEXIS
MARRERO-KORATICH
Date: 2025.09.10 16:18:07
-04'00'
Alexis I. Marrero Koratich (Date)
Assistant County Attorney

MAITE
By AZCOITIA
Digitally signed by MAITE
AZCOITIA
Date: 2025.09.10
16:35:56 -04'00'
Maite Azcoitia (Date)
Deputy County Attorney

ATTACHMENT E-1
STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Contractor Certification / Release of Claims Form

This certification must be completed and signed by the Contractor when requesting final payment for a Florida Department of Environmental Protection (Department) authorized Task Assignment. Final payment for a Task Assignment will not be released until this form is accepted by the Department.

The undersigned certifies as follows:

1. I, _____ am the _____ of
(name of person appearing) (title of person appearing)

_____ with the authority to
(name of Contractor)

make this statement on its behalf;

2. _____ ("the Contractor") entered into an
(name of company or person)

Agreement with the Department to perform certain work under Task Assignment No. _____.

3. Contractor has completed the work in accordance with the aforementioned Task Assignment, including all attachments thereto.
4. All subcontractors have been paid in full.
5. Upon receipt by Contractor from Department of final payment under the aforementioned Task Assignment, Contractor releases Department from any and all claims of Contractor and any of its subcontractors and vendors that may arise under, or by virtue of, the Task Assignment, except those claims that may be specifically exempt and set forth under the terms of this Contract. Exemptions claimed must be attached to this affidavit and reference the Task Assignment number. Any exemptions not attached are waived.

(Signature of Authorized Contractor Representative)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Public Records Requirements**

ATTACHMENT F-1

1. 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 and 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.

2. 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:

- a. Keep and maintain Public Records required by the Department to perform the service.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. **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