

**CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS**

AND

CITY OF GAINESVILLE

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and the City of Gainesville (“Agency”), to provide for the use of inmate labor in work programs.

This Amendment:

- Renews the Contract for three (3) years pursuant to Section I., B., Contract Renewal; and revises the end date of the Contract referenced in Section I., CONTRACT TERM/RENEWAL, A.; The Department is exercising its renewal option for the final renewal period;
- Revises Section II., B., 1., Responsibilities of the Department, a.;
- Revises Section IV., CONTRACT MANAGEMENT, first paragraph;
- Revises Section IV., A., Department’s Contract Manager;
- Revises Section IV., B., Department’s Contract Administrator;
- Revises Section VII., A., Records;
- Revises Section VII., C., Disputes;
- Revises Section VII., D., Force Majeure;
- Adds Section VII., I., Cooperation with Inspector General;
- Adds Section VII., J., Sovereign Immunity;
- Adds Section VII., K., Americans with Disabilities Act; and
- Replaces Addendum A with Revised Addendum A, effective December 16, 2017 pursuant to Section III., A., Payment to the Department, 5.

Original contract period: December 16, 2014 through December 15, 2017.

In accordance with Section V., **CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. Section I., CONTRACT TERM/RENEWAL, A., is hereby revised to read:

I. CONTRACT TERM/RENEWAL

- A. This Contract shall begin on December 16, 2014 or the last date of signature by all parties, whichever is later.

This Contract shall end at midnight three (3) years from the last date of signature by all parties or December 15, 2020, whichever is later. In the event this Contract is signed by the parties on different dates, the latter date shall control.

This Contract is in its final renewal year.

2. Section II., B., 1., Responsibilities of the Department, a., is hereby revised to read:

II. B. 1. Responsibilities of the Department

- a. Pursuant to Rule 33-601.202(2)(a), Florida Administrative Code (F.A.C.), supervision of the work squad(s) will be provided by the Department. The Department shall provide two (2) Correctional Work Squad Officer position(s) to supervise an inmate work squad(s). This Contract provides for two (2) Work Squad(s) of up to five (5) inmates each.

3. Section IV., CONTRACT MANAGEMENT, first paragraph, is hereby revised to read:

IV. CONTRACT MANAGEMENT

The Department will be responsible for the project management of this Contract. The Department has assigned the following named individuals, address, and phone number as indicated, as Department's Contract Manager and Department's Contract Administrator for the Project.

4. Section IV., A., Department's Contract Manager, is hereby revised to read:

IV. A. Department's Contract Manager

The Field Office Manager of the Lancaster Correctional Institution represented in this Contract is designated as the Department's Contract Manager and is responsible for enforcing performance of the Contract terms and conditions and shall serve as a liaison with the Agency. The title, address, and telephone number of the Department's Contract Manager for this Contract is:

Field Office Manager
Lancaster Correctional Institution
3449 S. W. State Road 26
Trenton, Florida 32693-5641
Telephone: (352) 463-5036
Email: Everett.Perrin@fdc.myflorida.com

5. Section IV., B., Department's Contract Administrator, is hereby revised to read:

IV. B. Department's Contract Administrator

The Department's Contract Administrator is responsible for maintaining a Contract file on this Contract service and will serve as a liaison with the Department's Contract Manager.

The title, address, and telephone number of the Department's Contract Administrator for this Contract is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-3681
Fax: (850) 488-7189

6. Section VII., A., Records, is hereby revised to read:

VII. A. Records

The Agency agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and Section 945.10, Florida Statutes (F.S.), made or received by the Agency in conjunction with this Contract. The Agency's refusal to comply with this provision shall constitute sufficient cause for termination of this Contract.

7. Section VII., C., Disputes, is hereby revised to read:

VII. C. Disputes

Any dispute concerning performance of the Contract shall be resolved informally by the Department's Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Assistant Deputy Secretary of Institutions. The Assistant Deputy Secretary of Institutions, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Agency, with a copy to the Department's Contract Administrator, and Department's Contract Manager.

8. Section VII., D., Force Majeure, is hereby revised to read:

VII. D. Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

9. Section VII., I., Cooperation with Inspector General, is hereby added to read:

VII. I. Cooperation with Inspector General

In accordance with Section 20.055(5), F.S., the Agency understands and will comply with its duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

10. Section VII., J., Sovereign Immunity, is hereby added to read:

VII. J. Sovereign Immunity

The Agency and the Department are state agencies or political subdivisions as defined in Section 768.28, F.S., and agree to be fully responsible for acts and omissions of their

own agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

11. Section VII., K., American with Disabilities Act, is hereby added to read:

VII. K. American with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

12. Replaces Addendum A with revised Addendum A.

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All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on the last date of signature by all parties.

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF GAINESVILLE

SIGNED

BY: _____

NAME: _____

TITLE: _____

DATE: _____

FEIN: _____

FLORIDA DEPARTMENT OF CORRECTIONS

Approved as to form and legality, subject to execution.

SIGNED

BY: _____

NAME: Kasey B. Faulk

TITLE: Chief, Bureau of Procurement

DATE: _____

SIGNED

BY: _____

NAME: Kenneth S. Steely

TITLE: General Counsel

DATE: _____