

**FIRST EXTENSION TO
AGREEMENT BETWEEN
THE CITY OF GAINESVILLE
AND
STUDIO 601 INC**

THIS AGREEMENT is made and entered into this ____ day of _____, 2013, by and between the CITY OF GAINESVILLE, Florida, a municipal corporation organized under the laws of the State of Florida, hereinafter referred to as "CITY" and STUDIO 601, INC hereinafter referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the CITY and CONTRACTOR entered into an agreement on March 31, 2011 with the CITY;

WHEREAS, the original contract allows for extension of 3 12 month period extensions, upon satisfactory and faithful performance of this contract by the CONTRACTOR the CITY reserves the right through negotiation with the CONTRACTOR to extend the term of this contract.

NOW THEREFORE, the parties hereto agree as follows:

1. CONTRACTOR shall continue to provide the services described in the original Agreement for the amount of **\$49,500** for a (1) one 12 month period starting October 1, 2013 through September 30, 2014.

2. Public Records requirements for Independent Contractor providing services:

Florida has a very broad public records law. By entering into an agreement with the City, the contractor acknowledges that it will comply with the Florida Public Records Act (Chapter 119, Florida Statutes). In complying with the Florida Public Records Act the contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided by law;
- c) Ensure that all public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law;
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City all public record in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Failure to comply with the Florida Public Records Act, including failure to provide a public record upon request, is a breach of the contract between City and contractor. City may pursue all remedies for breach of this agreement

3. Contractor shall maintain records sufficient to document their completion of the scope of work established by the Contract Documents. These records shall be subject at all reasonable time to review, inspect, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the scope of work or termination of the Agreement, whichever first occurs. Records which relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

4. This extension, when executed, together with the original Agreement and amendment constitutes the entire Agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

CITY OF GAINESVILLE

STUDIO 601 INC

Tony Jones, Chief
Gainesville Police Department

Date

Timothy Sorel
President

APPROVED AS TO FORM AND LEGALITY

BY: _____
 Lee Libby Date
 Assistant City Attorney