

ADDENDUM
to
LANDOWNER AGREEMENT FOR INGRESS/EGRESS AND CONDUCTING NATURAL
RESOURCES SURVEY AND SAMPLING ACTIVITIES

1. **Hours of Access.** COMMISSION acknowledges that LANDOWNER's property is an operating public middle school with before care between the hours of 7:30 to 8:30 AM, normal classroom hours between 9:30 to 4:00 PM, and after care hours from 4:00 to 6:00 PM, Monday through Friday. Access by COMMISSION, its contractors and agents shall be coordinated and scheduled in advance with New River Middle School's Principal to minimize disruption of educational programs.

2. **Background Screening.** COMMISSION, its contractors and agents agree to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by LANDOWNER in advance of COMMISSION, its contractors and agents being afforded access, contact or control of funds as set forth herein above. The COMMISSION shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to the COMMISSION and its personnel. The parties agree that the failure of the COMMISSION to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling LANDOWNER to terminate immediately with no further responsibilities or duties to perform under this Agreement. To the extent permitted by law, each party agrees to indemnify and hold harmless the other party, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from its failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes, as amended from time to time. Nothing herein is intended nor shall be construed as consent to be sued by any third party or a waiver by LANDOWNER or the COMMISSION of sovereign immunity or of any rights or limits to liability existing under Section 768.28, Florida Statutes, as amended from time to time.

3. **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

4. **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

5. **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To THE LANDOWNER: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director, Facility Planning and Real Estate Department
The School Board of Broward County, Florida
600 Southeast Third Avenue – 8th Floor
Fort Lauderdale, Florida 33301

To The COMMISSION: Erin E. McDevitt, MESS Project Manager
The Florida Fish and Wildlife Conservation Commission
19100 SE Federal Highway
Tequesta, Florida 33469

6. **Public Records.** The following provisions are required by Section 119.0701, Florida Statutes, and may not be amended. COMMISSION shall keep and maintain public records required by The LANDOWNER to perform services required under this agreement. Upon request from The LANDOWNER's custodian of public records, COMMISSION shall provide The LANDOWNER with a copy of any requested public records or to allow the requested public records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law. COMMISSION shall ensure that public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement's term and following completion of the Agreement if COMMISSION does not transfer the public records to The LANDOWNER. Upon completion of the Agreement, COMMISSION shall transfer, at no cost, to The LANDOWNER all public records in possession of COMMISSION or keep and maintain public records required by The LANDOWNER to perform the services required under the Agreement. If COMMISSION transfer all public records to The LANDOWNER upon completion of the Agreement, COMMISSION shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If COMMISSION keeps and maintains public records upon completion of the Agreement, COMMISSION shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to The LANDOWNER, upon request from The LANDOWNER's custodian of public records, in a format that is compatible with The LANDOWNER's information technology systems.

IF A PARTY TO THIS AGREEMENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATION TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT REQUELL BELL, 754-321-1900, REQUELLBELL@BROWARDSCHOOLS.COM, 600 SE 3RD AVENUE FORT LAUDERDALE, FL 33301.