

**ADDENDUM AGREEMENT BETWEEN ALACHUA COUNTY AND THE FLORIDA
CORRECTIONS ACCREDITATION COMMISSION INC.**

This Addendum Agreement (“Agreement”) is entered into by and between Alachua County, a charter county and a political subdivision of the State of Florida (the “Applicant”), and The Florida Corrections Accreditation Commission, Inc., a Florida not-for-profit corporation, at PO Box 1489, Tallahassee, FL 32302, hereafter referred to as the “FCAC”. Collectively, the Applicant and “FCAC” are referred to herein as the “Parties” and individually, as appropriate, as a “Party.”

WHEREAS, the Applicant desires to contract with FCAC determine Applicant’s compliance with accreditation standards (the “Services”); and

WHEREAS, pursuant to Sections 22.3-302(21) of the Alachua County Procurement Code, the procurement of the Services to be provided by FCAC to the Applicant pursuant to this Agreement are exempt from the Applicant’s competitive procurement processes; and

WHEREAS, FCAC desires to provide the Services to the Applicant and has presented to the Applicant the Pretrial and Probation Accreditation Agreement attached to this Agreement as Attachment 1 and incorporated herein; and

WHEREAS, the Applicant and FCAC agree to the terms and conditions of the Pretrial and Probation Accreditation Agreement, except as modified herein.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereto do mutually agree as follows:

1. cThe recitals set forth above are true, correct, and are incorporated into and made part of this Agreement.
2. cThe Parties agree to be bound by the terms, conditions and pricing of the Pretrial and Probation Accreditation Agreement, incorporated herein and attached hereto as Attachment 1, except as modified in Paragraph 3 below. In the event of conflict between the provisions in Paragraph 3 below and the terms and conditions of the FCAC Pretrial and Probation Accreditation Agreement, the provisions of this Agreement will prevail.
3. cThe Parties agree to the following provisions:

a. *Project Records

i. *General Provisions

- A. Any document submitted to the Applicant may be a public record and is open for inspection or copying by any person or entity. “Public Records” are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance

or in connection with the transaction of official business by any agency per §119.011(12), Florida Statutes, or as otherwise provided by law.

- B. In accordance with §119.0701, Florida Statutes, FCAC, when acting on behalf of the Applicant, as provided under 119.011(2), Florida Statutes, shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. Upon request from the Applicant's custodian of public records, provide the Applicant with a copy of the requested records or allow the records to be inspected or copied within a reasonable time unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, FCAC shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. FCAC shall 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 this Agreement and following completion of this Agreement if FCAC does not transfer the records to the Applicant.

ii. Confidential Information

- A. During the term of this Agreement, FCAC may claim that some, or all of FCAC's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by FCAC in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. FCAC shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the Applicant shall use reasonable efforts to maintain the confidentiality of the information properly identified by FCAC.
- B. The Applicant shall promptly notify FCAC in writing of any request received by the Applicant for disclosure of FCAC's Confidential Information and FCAC may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. FCAC shall protect, defend, indemnify, and hold the Applicant, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. FCAC shall investigate, handle, respond to, and defend, using counsel chosen by the Applicant, at FCAC's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. FCAC shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. FCAC releases

Applicant from claims or damages related to disclosure by Applicant.

- iii. **Project Completion.** Upon completion of, or in the event this Agreement is terminated, FCAC, when acting on behalf of the Applicant, as provided under §119.011(2), Florida Statutes, shall transfer, at no cost, to the Applicant all public records in possession of FCAC or keep and maintain public records required by the Applicant to perform the service. If FCAC transfers all public records to the Applicant upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If FCAC keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the Applicant, upon request from the Applicant's custodian of public records, in a format that is compatible with the information technology systems of the Applicant.

IF FCAC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO FCAC'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE APPLICANT REPRESENTATIVE AT E-MAIL publicrecordsrequest@alachuacounty.us, PHONE: (352) 264-6906, Address 12 SE 1st Street, Gainesville, FL 32601.

4. This Agreement, when executed by both Parties, shall become binding on both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

ALACHUA COUNTY, FLORIDA

By: _____
Ken Cornell, Chair
Date: _____

ATTEST:

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

DocuSigned by:
Robert C Swain
274E045D4F99416...

Alachua County Attorney's Office

FCAC

Witness

By: _____
Print: *Jennifer J. Renner*
Title: *Program Manager*

By: *Danielle Terrell*
Print: *Danielle Terrell*
Title: *Executive Director*
Date: *8/10/2021*