

**AMENDMENT ONE TO
CONTRACT FOR PROFESSIONAL SERVICES WITH MARY MICA**

Senate Contract Number: SE 2201

This first amendment ("Amendment") is entered into between the Florida Senate and Mary Mica ("Coordinator") (collectively referred to as the "Parties") Nunc Pro Tunc to October 1, 2022. The Parties agree to amend contract SE2201 and attachments thereto (the Contract). This Amendment incorporates in its entirety into, and forms part of, the Contract once fully executed by the Parties.

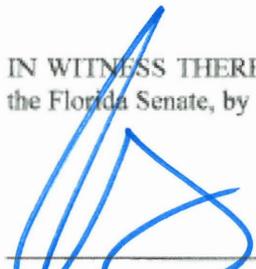
To that end, the Contract is amended as follows:

1. Pursuant to paragraph five of the Contract entitled "Compensation" the Coordinator shall receive an additional twenty-five thousand dollars (\$25,000) to be paid in two (2) equal installments of twelve thousand five hundred dollars (\$12,500) for the Contract period through June 30, 2024. The total Contract amount is \$75,000. Coordinator's installments shall be the following dates: November 20, 2023 and June 30, 2024.

The Florida Senate shall receive invoices from Mary Mica for completion of tasks (related to special projects and/or other services requiring her training, skills and expertise) by the fifteenth of the month in which an installment is due.

All other terms and conditions of the Contract remain the same.
This Amendment is executed upon signature of the authorized officers as of the last date below.

IN WITNESS THEREOF this Agreement has been executed by Coordinator, and on behalf of the Florida Senate, by the President of the Florida Senate.

 for

Kathleen Passidomo, President

The Florida Senate

11/8/23

Date



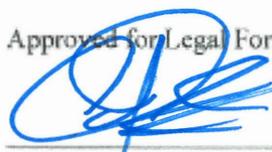
Mary Mica

Coordinator

11-08-2023

Date

Approved for Legal Form and Sufficiency:


11/8/23

Carlos Rey, General Counsel
The Florida Senate

**THE FLORIDA SENATE
404 SOUTH MONROE STREET
403 THE CAPITOL
TALLAHASSEE, FLORIDA 32399-1100
CONTRACT FOR PROFESSIONAL SERVICES
Senate Contract Number SE2201**

This Agreement is entered into by the Florida Senate and Mary Mica ("Coordinator").

TERMS AND CONDITIONS

1. Scope of Services

Coordinator hereby agrees to be retained by the Florida Senate for the purpose of coordinating special projects for the Senate President, whereby the Coordinator agrees to perform services in a satisfactory, timely and proper manner as determined by the Florida Senate in its sole discretion.

The Coordinator is expected to work part-time and may be assigned duties by the Florida Senate to complete outside of regular business hours, to include evenings or weekends. Assigned duties may require Coordinator to provide her expertise, skills and services to support events or projects within the Capitol Complex, the city of Tallahassee and/or surrounding areas of the metropolitan; in partnership with other Senate employees, vendors, and/or elected officials.

2. Qualifications

Coordinator represents that she possesses the training, skills, and experience necessary to perform the services described in this Agreement.

3. Duration and Termination of Agreement

This Agreement will begin October 1, 2022 and end June 30, 2024, unless terminated earlier by any party for any reason after serving notice of termination in writing seven (7) days in advance of such termination. Notice will be sufficient if it is delivered to the other party personally or mailed by certified mail. In the event of termination, the Coordinator will be paid on a pro-rata basis for work satisfactorily completed and approved by the Senate President or her designee.

4. Other Conditions

Coordinator shall neither publish nor release to any third party any publication, news release, or other report concerning work done or information gained under this Agreement without approval by the Florida Senate. All contacts by the media shall be referred to the Katie Betta, Deputy Chief of Staff for Communications.

5. Compensation

The Florida Senate shall compensate Coordinator in accordance with the schedule below for satisfactory and timely completion of assigned tasks. Coordinator shall be paid a total of fifty thousand dollars (\$50,000) for the Contract period. Coordinator shall be paid in four (4) equal installments of twelve thousand five hundred dollars (\$12,500) on the following dates: November 30, 2022, June 30, 2023, November 30, 2023 and June 30, 2024. Coordinator shall submit an invoice by the fifteenth of the month in which an installment is due.

All notices, written approvals, or other communications required or permitted under this Agreement must be sent to the respective Contract Managers, referencing *Senate contract number SE2201*.

The Senate's Contract Manager will determine whether satisfactory services have been provided in accordance with this Agreement. Upon a determination by the Senate Contract Manager that the services received are satisfactory, the Senate Contract Manager will, subject to approval of the Senate President, cause payments for completed tasks to be made.

6. Availability of Funds

The performance of the Florida Senate under the terms of this Agreement is subject to and contingent upon the availability of funds appropriated to the Senate for this purpose.

7. Contract Manager

The Contract Manager on behalf of the Florida Senate is Audrey Mathews, Director of Senate Administration. The Contract Manager on behalf of the Coordinator is Mary Mica.

8. Waivers

The Florida Senate will not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by the Senate President or her designee. No delay under this Agreement or omission on the part of the Senate in exercising any rights or remedies will operate as a waiver of such right or remedy. A waiver on

one occasion will not be construed as a bar or waiver of any remedy on future occasions.

9. Resolution of Disputes and Prohibition Against Assignment

This Agreement shall be governed by and construed under the laws of the State of Florida, which shall also be the forum for any litigation arising from or incident to this Agreement. This Agreement is an exclusive Agreement for personal services and may not be assigned in whole or in part. The Coordinator is responsible for providing the services required under this Agreement. The Coordinator represents that performance of other contractual services for any agency, entity, or person will not interfere with the faithful and timely performance by the Coordinator under this Agreement.

10. Public Records

Unless specifically exempted by law, all records made or received by the Coordinator in conjunction with this Agreement may be public records available for inspection by the public in accordance with the provisions of Art. I § 24, Fla. Const., and § 11.0431, F.S. In the event Coordinator receives a request for public records, Coordinator shall notify the Senate Contract Manager of the request and shall coordinate the production of records to the requester. Refusal of Coordinator to allow public access to such records shall constitute grounds for termination of this Agreement.

In order to ensure that records subject to any exemption are not disclosed, the Coordinator agrees to notify the Senate Contract Manager immediately upon being requested to disclose any documents or records in the Coordinator's possession or which relate to the subject matter of this Agreement. Coordinator shall not allow any inspection of or otherwise disclose any information found in said documents or records unless and until so directed by the Florida Senate.

11. Senate Policies & Procedures

The Coordinator will prohibit workplace harassment consistent with Senate Policy 1.60 and will disclose relationships pursuant to Senate Policy 1.39, Acknowledgment of Waiver.

12. Entire Agreement

This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and may be amended at any time only upon mutual written agreement of the parties. Any notice to either party shall be sent to the parties at the addresses set forth below personally, mailed by registered or certified mail, return receipt requested, or overnight mail service, with proof of delivery and reference *Senate contract number SE2201*.

If to the Senate:

Audrey Mathews
Suite 303, The Capitol
404 South Monroe Street
Tallahassee, Florida 32399-1100
mathews.audrey@flsenate.gov

If to the Coordinator:

Mary Mica
817 Live Oak Plantation Road
Tallahassee, Florida 32312
marycarolinemica@gmail.com

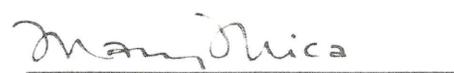
IN WITNESS THEREOF this Agreement has been executed by Coordinator; and on behalf of the Florida Senate, by the President of the Florida Senate.



Wilton Simpson, President
The Florida Senate

9/3/22

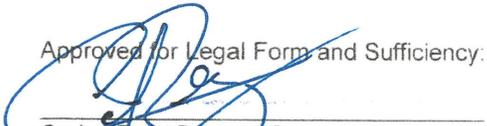
Date



Mary Mica
Coordinator

9.06.22

Date

Approved for Legal Form and Sufficiency:


Carlos Rey, General Counsel
The Florida Senate