

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND NOVA SOUTHEASTERN UNIVERSITY, INC., FOR SEA TURTLE CONSERVATION PROGRAM AND MARINE ENVIRONMENTAL EDUCATION CENTER PROGRAM SERVICES

This First Amendment to the Agreement (“First Amendment”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Nova Southeastern University, Inc., a Florida not for profit corporation (“NSU”) (each a “Party” and collectively referred to as the “Parties”).

RECITALS

- A. County and NSU entered into an Agreement for a sea turtle conservation program and marine environmental education center program services on March 31, 2016 (the “Agreement”).
- B. The term of the Agreement is through December 31, 2020.
- C. The Parties are in the process of negotiating a new agreement with updated terms and conditions.
- D. County and NSU desire to amend the Agreement to extend the term for six (6) months, through June 30, 2021, to allow for further negotiations of the new agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The above Recitals are true and correct and are incorporated into this First Amendment by reference.
- 2. Changes to the Agreement are indicated herein by use of strikethroughs to indicate deletions and bold or underlining to indicate additions.
- 3. The Effective Date of the First Amendment is January 1, 2021. The term of the Agreement is hereby extended for six (6) additional months, through June 30, 2021.
- 4. Section 4.1 of the Agreement is hereby amended as follows:

4.1 For the Initial Term, County will pay NSU up to a maximum amount as follows:

Sea Turtle Conservation Program

Services/Goods	Not-To-Exceed Amount
Services	\$457,559
TOTAL NOT TO EXCEED	\$457,559

MEEC Program Initial Term

Services/Goods	Lump Sum
LUMP SUM	\$47,000

MEEC Program Extension Years (Contingent on extension of Initial Term)

Services/Goods	Lump Sum
LUMP SUM	\$62,500

Six Month First Amendment Extension - Sea Turtle Conservation Program

<u>Services/Goods</u>	<u>Not-To-Exceed Amount</u>
Services	\$164,776.18
TOTAL NOT TO EXCEED	\$164,776.18

Six Month First Amendment Extension - MEEC Program

<u>Services/Goods</u>	<u>Lump Sum</u>
LUMP SUM	\$31,250

5. Section 9.16 of the Agreement, Priority of Provisions, is hereby amended as follows:

9.16 Priority of Provisions. If there is a conflict, ambiguity, or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1-9 of this Agreement, the provisions contained in Articles 1 through 9, as amended, shall prevail and be given effect.

6. Exhibit B-1 to the Agreement, Sea Turtle Conservation Program Budget, is hereby amended to include the following table:

First Amendment Rates - Six Month Extension							
Task	Task 1 (surveys & outreach)	Task 2 (additional cost per nest, 1-100)	Task 2 (additional cost per nest, 101-300)	Task 2 (additional cost per nest, 301-700)	Task 2 (additional cost per nest, 701-1500)	Task 3 (restraining cage activities)	Task 4 (relocation activities)
2020 rates	\$25,677.33 (calculated from lump sum)	\$66.62	\$77.36	\$99.93	\$111.63	\$339.74	\$65.29
Predicted quantity	6	0	0	0	0	20	60
Total	\$154,063.98	\$0.00	\$0.00	\$0.00	\$0.00	\$6,794.80	\$3,917.40

7. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

8. This First Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement and this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreement, whether oral or written.

9. Preparation of this First Amendment has been a joint effort of the Parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

10. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

11. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which taken together, shall constitute one and the same amendment.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor authorized to execute same by Board action on the ____ day of _____, 2021, and Contractor, signing by and through its President duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By: _____
_____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By: _____ (Date)
Michael Owens
Assistant County Attorney

By: _____ (Date)
Maite Azcoitia
Deputy County Attorney

AMT/MO
Nova STCP-MEEC First Amendment
12/21/2020

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NSU

WITNESSES:

Nova Southeastern University

Signature

By: _____
President

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 2020

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)