



**FIRST AMENDMENT TO AGREEMENT
BETWEEN BROWARD COUNTY AND JOHN C. MARTIN ASSOCIATES, LLC,
FOR ECONOMIC IMPACT ANALYSIS FOR PORT EVERGLADES (RFP # OPN2120960P1)**

This First Amendment ("Amendment") is between Broward County, a political subdivision of the State of Florida ("County"), and John C. Martin Associates, LLC, a Pennsylvania limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the agreement for Economic Impact Analysis for Port Everglades, dated March 22, 2022 (the "Agreement").

B. The Agreement's term initially ran through June 30, 2025, with two one-year optional extension terms. The Parties desire to amend the Agreement to extend the Term through June 30, 2029, delete the Extension Terms, add tasks to the Scope of Services for the extended Term, and provide compensation to Contractor for those additional tasks.

C. The total maximum amount due to Contractor under the Agreement is increased by \$26,142.00 from \$151,638.80 to \$177,780.80.

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 herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Section 4.1 of the Agreement is amended as follows (original underlining omitted):
 - 4.1 Term. The term of this Agreement shall begin on July 1, 2022 ("Effective Date"), and shall ~~end three (3) years thereafter~~ continue through June 30, 2029 ("~~Initial Term~~"), unless otherwise terminated or extended as provided in this Agreement. ~~The Initial Term, Extension Term(s), and any additional extension as described in this article are collectively referred to as the "Term."~~
4. Section 4.2 of the Agreement, which provided for Extension Terms, is deleted in its entirety.
5. Section 5.1 of the Agreement is amended as follows (original underlining omitted):

5.1. Maximum Amounts. For all Services provided under this Agreement during the Term, County will pay Contractor up to a maximum amount of ~~One Hundred Fifty one Thousand Six Hundred Thirty eight and 80/100 Dollars (\$151,638.80)~~ One Hundred Seventy-seven Thousand Seven Hundred Eighty and 80/100 Dollars (\$177,780.80), which includes the following component parts:

5.1.1. Tasks A through C, Task 1, ~~and Task 3,~~ Task 5, and Task 7 will be paid on a "Not-to-Exceed" basis, as described below and in Section 5.2. The total amount payable on a "Not-to-Exceed" basis under this Agreement is ~~One Hundred Sixteen Thousand Four Hundred Eighty eight and 80/100 Dollars (\$116,488.80)~~ One Hundred Twenty-eight Thousand Five Hundred Seventy and 80/100 Dollars (\$128,570.80).

5.1.2. Task D, Task 2, ~~and Task 4,~~ Task 6, and Task 8 will be paid on a "Lump Sum" basis, as described below and in Section 5.2. The maximum total amount paid on a Lump Sum basis for this Agreement is ~~Thirty five Thousand One Hundred Fifty and 00/100 Dollars (\$35,150.00)~~ Forty-nine Thousand Two Hundred Ten and 00/100 Dollars (\$49,210.00).

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6. Section 10.1 of the Agreement is deleted and replaced in its entirety with the following (bold/underlining omitted):

10.1. Contractor and Subcontractors shall not discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, pregnancy, or any other basis prohibited by Applicable Law in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with all Subcontractors, except that any project assisted by U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26.

7. Exhibit A of the Agreement, Scope of Services, is amended as follows (original underlining omitted):

2. Services Description

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TASK D: Cargo and Cruise Economic Impact Model Runs for Individual Port Projects for ~~the Initial Term~~ Contract Years 1 - 3

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~~TASKS FOR EXTENSION TERMS~~ FY2025, FY2026, FY2027, FY2028 (Contract Years 4 - 7)

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TASK 2: Cargo and Cruise Economic Impact Model Runs for Individual Port Projects for ~~Extension Term Year 1~~ Contract Year 4

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TASK 4: Cargo and Cruise Economic Impact Model Runs for Individual Port Projects for ~~Extension Term Year 2~~ Contract Year 5

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TASK 5: Completion of One Comprehensive Annual Local and Regional Economic Impact Report of Port Everglades for FY 2027 (Conducted in FY 2028)

5.1 Contractor shall utilize the previously developed and updated economic impact models from Task 1 to measure the local, regional, and state economic impacts generated by maritime activity at Port Everglades for FY 2027.

5.2 Contractor shall provide a Draft Report and a Final Report for FY 2027 titled, "The Local and Regional Economic Impacts of Port Everglades," utilizing the proprietary calibrated economic impact models to measure the local, regional, and state economic impacts generated by maritime activity at Port Everglades. The Final Report must include, but not be limited to, the contents stated in Attachment I, as modified by the Contract Administrator.

5.3 Contractor shall work closely with staff from PED (including via email, phone and/or in-person meetings as may be requested by PED) to address any items related to Task 5.

TASK 6: Cargo and Cruise Economic Impact Model Runs for Individual Port Projects for Contract Year 6

Contractor shall run estimated economic impacts for any individual Port project as may be requested by the Contract Administrator. Within three calendar days (72 hours) after such request by the Contract Administrator, Contractor shall provide a written report of the analysis. Contractor shall address any questions/comments as may be requested by PED (including via email, phone, or in-person meetings) related to the individual project runs.

TASK 7: Completion of One Comprehensive Annual Local and Regional Economic Report of Port Everglades for FY 2028 (Conducted in FY 2029)

7.1 Contractor shall utilize the previously developed and updated economic impact models from Task 1 to measure the local, regional, and state economic impacts generated by maritime activity at Port Everglades for FY 2028.

7.2 Contractor shall provide a Draft Report and a Final Report for FY 2028 titled, "The Local and Regional Economic Impacts of Port Everglades," utilizing the proprietary calibrated economic impact models to measure the local, regional, and state economic impacts generated by maritime activity at Port Everglades. The Final Report must include, but not be limited to, the contents stated in Attachment I, as may be modified by the Contract Administrator.

7.3 Contractor shall work closely with staff from PED (including via email, phone and/or in-person meetings as may be requested by PED) to address any items related to Task 7.

TASK 8: Cargo and Cruise Economic Impact Model Runs for Individual Port Projects for Contract Year 7

Contractor shall run estimated economic impacts for any individual Port project as may be requested by the Contract Administrator. Within three calendar days (72 hours) after such request by the Contract Administrator, Contractor shall provide a written report of the analysis. Contractor shall address any questions/comments as may be requested by PED (including via email, phone, or in-person meetings) related to the individual project runs.

3. Services Schedule

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TASKS FOR ~~EXTENSION TERMS~~ FY2025, FY2026, FY2027, FY2028 (Contract Years 4 - 7)

...

TASK 5

- Draft Report - Maximum 20 calendar days after NTP
- Final Report - Maximum 30 calendar days after NTP

TASK 6

- Within three calendar days (72 hours) after such request by the Contract Administrator

TASK 7

- Draft Report - Maximum 20 calendar days after NTP
- Final Report - Maximum 30 calendar days after NTP

TASK 8

- Within three calendar days (72 hours) after such request by the Contract Administrator

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6. Deliverables

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TASKS FOR RENEWAL OPTION YEARS FY2025, FY2026, FY2027, FY2028 (Contract Years 4 - 7)

...

TASK 5

- Contractor shall submit a Draft Report to PED for review. PED will review the draft submitted by Contractor within five calendar days after receipt of the draft and provide comments (if any). Contractor will then incorporate PED comments into the Final Report and deliver the Final Report, in conformance with the requirements below, within five calendar days after receipt of PED comments for PED final review and acceptance. Contractor shall provide a comment and response matrix to address the comments from the Draft Report and conduct a teleconference to review this matrix with PED to clarify any remaining issues before submitting the Final Report.
- Contractor shall submit a Final Report, which must include three (3) 8½"x11" hard and electronic color copies in both .pdf and Microsoft Word formats.

TASK 6

- Contractor shall submit a written report of the analysis for individual Port project runs requested by PED.

TASK 7

- Contractor shall submit a Draft Report to PED for review. PED will review the draft submitted by Contractor within five calendar days after receipt of the draft and provide comments (if any). Contractor will then incorporate PED comments into the Final Report and deliver the Final Report, in conformance with the requirements below, within five calendar days after receipt of PED comments for PED final review and acceptance. Contractor shall provide a comment and response matrix to address the comments from the Draft Report and conduct a teleconference to review this matrix with PED to clarify any remaining issues before submitting the Final Report.

- Contractor shall submit a Final Report, which must include three (3) 8½"x11" hard and electronic color copies in both .pdf and Microsoft Word formats.

TASK 8

- Contractor shall submit a written report of the analysis for individual Port project runs requested by PED.

8. Exhibit B of the Agreement, Payment Schedule, is amended as follows:

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Table B: Task Amounts

Task	Rate	Retainage	Amount (including retainage)
Task A	Hourly Fee per Table A	10%	Not-to-Exceed: \$49,182.90
Task B	Hourly Fee per Table A	10%	Not-to-Exceed: \$6,041.00
Task C	Hourly Fee per Table A	10%	Not-to-Exceed: \$6,041.00
Task D	Hourly Fee per Table A	10%	Lump Sum: \$1,757.50 Quarterly (\$7,030.00 Annual Maximum) (\$21,090.00 Total Maximum for Initial Term)
Task Amounts for FY2025, FY2026, FY2027, and FY2028 (Contract Years 4 - 7)			
Task 1	Hourly Fee per Table A	10%	Not-to-Exceed: \$49,182.90
Task 2	Hourly Fee per Table A	10%	Lump Sum: \$1,757.50 Quarterly (\$7,030.00 Annual Maximum)
Task 3	Hourly Fee per Table A	10%	Not-to-Exceed: \$6,041.00
Task 4	Hourly Fee per Table A	10%	Lump Sum: \$1,757.50 Quarterly (\$7,030.00 Annual Maximum)
<u>Task 5</u>	<u>Hourly Fee per Table A</u>	<u>10%</u>	<u>Not-to-Exceed: \$6,041.00</u>

Task	Rate	Retainage	Amount (including retainage)
Task 6	Hourly Fee per Table A	10%	Lump Sum: \$1,757.50 Quarterly (\$7,030.00 Annual Maximum)
Task 7	Hourly Fee per Table A	10%	Not-to-Exceed: \$6,041.00
Task 8	Hourly Fee per Table A	10%	Lump Sum: \$1,757.50 Quarterly (\$7,030.00 Annual Maximum)

9. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

10. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

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

12. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County relating to the Agreement including as amended herein.

13. The effective date of this Amendment shall be the date of complete execution by the Parties.

14. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: 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 _____, 20__; and _____, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Port Everglades Department
1850 Eller Drive, Suite 302
Fort Lauderdale, Florida 33316
Telephone: (954) 523-3404

By ANTONIO LOZADA Digitally signed by ANTONIO LOZADA
Date: 2026.05.05 16:12:52 -04'00'
Antonio Lozada (Date)
Senior Assistant County Attorney

By CARLOS A. RODRIGUEZ-CABARROCAS Digitally signed by CARLOS A. RODRIGUEZ-CABARROCAS
Date: 2026.05.05 16:26:01 -04'00'
Carlos Rodriguez-Cabarrocas (Date)
Senior Assistant County Attorney

AL/cr
John Martin First Amendment 2026 FINAL
5/5/2026
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BETWEEN BROWARD COUNTY AND JOHN C. MARTIN ASSOCIATES, LLC,
FOR ECONOMIC IMPACT ANALYSIS FOR PORT EVERGLADES (RFP # OPN2120960P1)**

CONTRACTOR

JOHN C. MARTIN ASSOCIATES, LLC

By: *J. C. Martin*
Authorized Signer

John C. Martin, Manager/Owner
Print Name and Title

5 day of May, 2026