

FIRST AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION FOR CONSULTANT SERVICES FOR FAR PART 150 NOISE COMPATIBILITY PLANNING CONSULTING SERVICES (RFP# R1330212P1)

This First Amendment (“First Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and Environmental Science Associates Corporation, a California corporation authorized to transact business in the State of Florida (“Consultant”) (collectively, the “Parties”), is entered into effective as of the date this First Amendment is fully executed by the Parties.

RECITALS

A. The Fort Lauderdale-Hollywood International Airport (“FLL”) is undertaking a 14 C.F.R. Part 150 noise and land use compatibility study (“Part 150 Study”) to evaluate opportunities to improve the compatibility of FLL with surrounding communities, taking into consideration the upgrade to the south runway and the resulting changes in operational capabilities.

B. The Parties entered into an agreement dated April 12, 2016 (“Agreement”) for consultant services for FAR Part 150 noise compatibility planning consulting services.

C. The Agreement expires on April 11, 2021.

D. Due to COVID-19, the public hearings and outreach to finalize the Part 150 Study were rescheduled to 2021 and FLL will need additional time to complete the Part 150 Study.

E. To address a need to change from in-person public hearings and outreach to virtual public hearings and outreach due to COVID-19, the Parties desire to amend the Agreement to add an additional one (1) year renewal term, give authority to the Director of Aviation to exercise the option to renew, and to reallocate \$81,826.00 from Reimbursable Expenses to Lump Sum Compensation.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Amendments made to the Agreement by this First Amendment are indicated by the use of strikethroughs to indicate deletions and underlining (except for the title) to indicate additions.
3. Section 4.1 of the Agreement is amended as follows:
 - 4.1 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three (3) years from that date (“Initial Term”). At its option, the County may renew this Agreement for ~~two (2)~~ three (3) additional one (1) year periods. The option to renew may be exercised by the County’s

Director of Purchasing or the Director of Aviation by written notice of renewal to Consultant.

4. Section 5.1.2 of the Agreement is amended as follows:

5.1.2 Lump Sum Compensation. Compensation to Consultant for the performance of all Basic Services identified in Exhibit A as payable on a "Lump Sum" basis, and as otherwise required by this Agreement, shall be not more than a total lump sum of ~~Two Million One Hundred Twenty Seven Thousand Four Hundred Twenty Five Dollars (\$2,127,425.00)~~ Two Million Two Hundred Nine Thousand Two Hundred Fifty-One Dollars (\$2,209,251.00).

5. Section 5.1.4 of the Agreement is amended as follows:

5.1.4 Reimbursable Expenses. County has established a maximum amount not to exceed of ~~One Hundred Ninety Three Thousand Nine Hundred Fifty Three (\$193,953.00)~~ One Hundred Twelve Thousand One Hundred Twenty-Seven Dollars (\$112,127.00) for potential reimbursable expenses which may be utilized pursuant to Section 5.3. Unused amounts of those monies established for reimbursable expenses shall be retained by County.

6. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

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, including as amended in this First 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.

9. Preparation of this First 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.

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 agreement.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT 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 _____, 2021, and ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION, signing by and through its _____, 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 _____
Mayor
____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By William Bucciero Digitally signed by William Bucciero
Date: 2021.02.04 09:00:30 -05'00'
William J. Bucciero (Date)

Assistant County Attorney
A. J. Williams, Jr., Senior Asst Digitally signed by A. J. Williams, Jr., Senior Asst County Atty
Date: 2021.02.04 08:58:18 -05'00'
By County Atty
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

YA/ch
Part 150 1st Amd.
1/29/2021
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CONSULTANT

WITNESSES:

ENVIRONMENTAL SCIENCE ASSOCIATES CORPORATION



Signature

Michael Arnold, Vice President

Print Name of Witness above



Autumn Ward (Feb 3, 2021 17:27 EST)
Signature

Autumn Ward, Senior Managing Associate

Print Name of Witness above

By: 

Julie Sullivan (Feb 3, 2021 17:15 EST)
Authorized Signor

Julie Sullivan, Vice President, Regional Director

Print Name and Title

3rd day of February, 2021

ATTEST:


Beth Pototo (Feb 3, 2021 14:49 PST)
Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)

