



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND NOVA
SOUTHEASTERN UNIVERSITY, INC., FOR SEA TURTLE CONSERVATION PROGRAM (STCP) AND
MARINE ENVIRONMENTAL EDUCATION CENTER (MEEC) PROGRAM SERVICES**

This Third Amendment (“Amendment”) is entered into 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. The Parties entered into the Agreement for Sea Turtle Conservation Program (STCP) and Marine Environmental Education Center (MEEC) Program Services, dated June 28, 2021 (the “Original Agreement”), to provide services related to sea turtle nesting conservation and to operate a marine environmental education facility in portions of the County’s Carpenter House property.

B. The Original Agreement was amended by a First Amendment, dated May 16, 2024, which amended the Parties’ responsibilities for the MEEC program and NSU’s responsibilities regarding the captive marine turtle permit, and a Second Amendment, dated July 16, 2025, which addressed a Consumer Price Index increase and added certain County standard contract provisions. The Original Agreement, as amended by the First Amendment and the Second Amendment, is referred to herein as the “Agreement.” The Purchasing Director exercised the Additional Extension authority provided for in Section 4.3 of the Agreement on December 10, 2025, to extend the end of the Initial Term of the Agreement from December 31, 2025, to March 31, 2026.

C. The Parties now desire to further amend the Agreement to: i) exercise the option for a first Extension Term for nine (9) months from April 1, 2026, through December 31, 2026, to realign the end of the term with STCP budgeting after the Purchasing Director’s three (3) month Additional Extension; ii) increase the total not-to-exceed amount for the STCP Program by \$2,889,102.43 to \$5,439,415.45 for the projected costs of Extension Terms without potential CPI increases; iii) add additional sea turtle nest relocations; iv) add a Task for reporting on the location of escarpments that could affect sea turtle nesting or hatchlings; and v) increase the not-to-exceed amount for the MEEC Program by \$30,500.00 to \$143,000.00 per Extension Term for the projected costs of Extension Terms, inclusive of potential CPI increases.

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 bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. The Parties agree to exercise the option for a first Extension Term for the period of April 1, 2026, through December 31, 2026. In this and any future Extension Terms, any additional funds that are approved by County for either the STCP or MEEC Programs shall be added to the annual program costs by amending the not-to-exceed amounts shown in Section 5.1 of the Agreement and the Payment Schedule as defined in Section 5.1 of the Agreement as necessary to reflect such additional funds.

4. Article 2 of the Agreement is amended as follows:

ARTICLE 2. EXHIBITS

- Exhibit A-1 (Amended) STCP Scope of Services**
- Exhibit A-2 MEEC Program Scope of Services**
- Exhibit B-1 (Second Amended) STCP Program Budget**
- Exhibit B-2 (Amended) MEEC Program Budget**
- Exhibit C Minimum Insurance Requirements**
- Exhibit D Florida Communities Trust Consent Form**
- Exhibit E Affidavit of Criminal Background Screening**
- Exhibit F County Insurance**

5. Section 5.1. of the Agreement is amended as follows:

5.1. Maximum Amounts. For all Services provided under this Agreement, County will pay NSU up to a maximum amount as follows:

Sea Turtle Conservation Program

Services/Goods	Not-To-Exceed Amount
Services	\$2,550,313.02 <u>\$5,439,415.45</u>
TOTAL NOT-TO-EXCEED	\$2,550,313.02 <u>\$5,439,415.45*</u>

* A potential Total Maximum Amount Not-To-Exceed would be \$5,623,790.00 if all services are rendered during each Extension Term and annual CPI increases are requested and approved in accordance with Section 5.2 of the Agreement.

...

MEEC Program for Extension Terms

Services/Goods	Not-To-Exceed Amount <u>per Extension Term</u>
<u>LUMP SUM TOTAL NOT-TO-EXCEED</u>	<u>\$112,500 \$143,000.00</u>

...

6. The following Sections 11.3., 11.10., 11.41., are amended as follows:

11.3. Public Records. To the extent NSU is acting on behalf of County as stated in Section 119.0701, Florida Statutes, NSU shall:

...

IF NSU HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO NSU'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE APPLICABLE CUSTODIAN OF PUBLIC RECORDS AT:

MEEC PROGRAM: DAN WEST, (954) 357-8100, DANWEST@BROWARD.ORG, 950 NW 38th STREET, OAKLAND PARK, FLORIDA 33309

**~~STCP: STEPHANIE MOLLOY, (954) 519-1436, SMOLLOY@BROWARD.ORG~~
~~MONICA POGNON, (954)-519-1476, MPOGNON@BROWARD.ORG, 115 SOUTH ANDREWS AVENUE, ROOM 329H, FORT LAUDERDALE, FLORIDA 33301~~**

11.10. Assignment. All **contracts related to Sea Turtle Conservation Program activities and** Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's applicable Contract Administrator. Except for **contracts related to Sea Turtle Conservation Program activities and** subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by NSU without the prior written consent of County. Any assignment, transfer, encumbrance, or subcontract in violation of this Section shall be void and ineffective, constitute a breach of this Agreement, and permit County to immediately terminate this Agreement, in addition to any other remedies available to County at law or in equity.

11.41. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Broward County Code of Ordinances, Contractor represents and certifies that ~~its policies, practices, and procedures regarding inquiry into~~

~~the criminal history of an applicant for employment, including a criminal history background check, preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position~~ **NSU will comply with Section 26-125(d) of the Broward County Code of Ordinances throughout the Term.**

7. New Sections 6.12., 11.45. and 11.46. are added to the Agreement as follows (bold/underlining omitted):

6.12. Entities of Foreign Concern. The provisions of this section apply only if this Agreement provides access to an individual's personal identifying information. By execution of this Agreement, the undersigned authorized representative of NSU hereby attests under penalty of perjury as follows: NSU is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in NSU; and the undersigned authorized representative of NSU declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

11.45. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, NSU is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. NSU must ensure that any use of generative artificial intelligence tools by NSU or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training. NSU must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

11.46. Emergency Response. If this Agreement is for Services related to emergency response for a natural emergency and NSU breaches this Agreement during an emergency recovery period, as such period is defined in Section 252.505, Florida Statutes, NSU must pay County a \$5,000 penalty plus damages, which shall be actual and consequential damages or, if expressly stated otherwise in this Agreement, liquidated damages, in accordance with Section 252.505, Florida Statutes.

8. 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.

9. Exhibit A-1, the STCP Scope of Services, is hereby replaced in its entirety with Exhibit A-1 (Amended), which is attached hereto and incorporated herein (bold/underlining omitted therein).
10. Exhibit B-1 (Amended), the STCP Program Budget, is hereby replaced in its entirety with Exhibit B-1 (Second Amended), which is attached hereto and incorporated herein (bold/underlining omitted therein).
11. Exhibit B-2, the MEEC Program Budget, is hereby replaced in its entirety with Exhibit B-2 (Amended), which is attached hereto and incorporated herein (bold/underlining omitted therein).
12. 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.
13. 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.
14. NSU acknowledges that through the date this Amendment is executed by NSU, NSU has no claims or disputes against County with respect to any of the matters covered by the Agreement.
15. The effective date of this Amendment shall be the date of complete execution by the Parties.
16. 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.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 2026; and Nova Southeastern University, Inc., 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 _____, 2026

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

MICHAEL
By OWENS  Digitally signed by MICHAEL OWENS
Date: 2026.02.18 09:55:34 -05'00'
Michael C. Owens (Date)
Senior Assistant County Attorney

MAITE
By AZCOITIA  Digitally signed by MAITE AZCOITIA
Date: 2026.02.18 10:05:55 -05'00'
Maite Azcoitia (Date)
Deputy County Attorney

MCO/gmb
Third Amendment to Agreement for STCP and MEEC
03/10/2026
#60113.0002

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NSU

NOVA SOUTHEASTERN UNIVERSITY, INC.

By Catherine M. Harlan

Catherine M. Harlan, Executive Director, Office of Sponsored Programs

Dated: 15.00 of February, 2026.

Approved as to Legal Form

By Katherine Rose

Katherine E. Rose, Esq., Assistant Vice President/Associate Counsel for Division of Research

Approved as to Business Content

By Robin Cooper

Robin Cooper, Ph.D., Dean, Halmos College of Arts and Sciences

EXHIBIT A -1 (Amended)
SEA TURTLE CONSERVATION PROGRAM
SCOPE OF SERVICES

This Scope of Work provides for services related to the Broward County Sea Turtle Conservation Program ("STCP") for the period of the Initial Term and any Extension Term. For the STCP, such extensions shall be based on proof of deliverables in each year of the Agreement.

BACKGROUND

For 32 continuous years, County has contracted with NSU as the singular provider of County-wide sea turtle conservation services during the eight-month nesting season and deliverer of interpretive programs and hatchling releases on behalf of County. Additionally, although not continuous, NSU has been involved with sea turtle research and conservation efforts within the County since 1978. NSU's STCP Permit Holder is currently the only person permitted by the Florida Fish and Wildlife Conservation Commission ("FWC") to carry out sea turtle conservation activities for the STCP, and only one (1) permit can be issued within the region for activities of this nature. Over the last three (3) decades, NSU has developed specialized personnel with unique training, experience, and STCP oversight, supported by the research and educational facilities coordinated at NSU's Halmos College of Arts and Sciences and the Guy Harvey Oceanographic Research Center. Historical investments in the training of personal, the acquisition of capital equipment, participation and engagement of NSU students, and oversight by institutional instructors have been fundamental to the successful operation of the STCP. Capital equipment includes beach-appropriate vehicles suitable for the transport of live sea turtles. It is deemed that this collaboration provides for enhanced STCP benefits and investments in community engagement that ensure effective conservation activities, preserving endangered and threatened sea turtles utilizing the beach environment within Broward County, while also ensuring County's ability to manage beaches for shoreline protection and recreation.

The County has since expanded upon previous conservation and outreach activities with the opening of a Marine Environmental Education Center that includes facilities for sea turtle care and public education, as further described in Exhibit A-2.

STCP Requirements

1. NSU shall conduct daily sea turtle nesting surveys from March 1, through October 31, for each year during the Initial Term and any Extension Term of the Agreement, on the entire coastline of Broward County from the northern border with Palm Beach County to the southern border with Miami-Dade County, excluding the beach at Dr. Von D. Mizell-Eula Johnson State Park. Additionally, during the period between May 15th and August 30th, NSU shall conduct nesting surveys immediately within and along the north side of the Port Everglades entrance channel where accreted sand formations exist. The daily survey throughout the entire contract area shall begin no sooner than thirty (30) minutes before the official daily published time of sunrise (unless authorization is obtained from FWC for special events or holidays). NSU shall maintain a level of service that is consistent

throughout all coastal municipalities and strategically utilize the staging locations in its survey methodology to ensure timely completion of daily surveys. This sea turtle nesting survey, and all outlined activities in the Agreement will be done in accordance with the FWC Marine Turtle Handbook and FWC Marine Turtle Permit and will consist of the following:

- 1.1. Make daily accurate counts of the total number of nests laid and an accurate count of the number of false crawls within the survey area. All nest and false crawl site locations shall be referenced to the nearest Florida Department of Environmental Protection ("FDEP") beach reference monument (R1-R128), and the latitude and longitude location of each nest shall be recorded using a hand held, sub-meter, Global Positioning System ("GPS") provided by the respective beach cleaner entities. A set of aerial photographs showing the locations of the numbered FDEP monuments will be made available at the request of NSU by County's Environmental Planning and Community Resilience Division ("EPCRD"). A set of geo-referenced beach aerial photographs in *.tif format for use with ArcView Geographic Information System will be made available to NSU upon request.
- 1.2. Identify the species of turtle(s) responsible for constructing each nest and false crawl.
- 1.3. At the conclusion of each morning's primary survey, notify any County-approved requesting parties (e.g., beach cleaners) that the survey is complete for that area and beach activities may commence.
- 1.4. Authorized personnel may utilize a vehicle to conduct any activities on the beach including nesting surveys, lighting surveys or stranding response. A lightweight utility vehicle (e.g., ATV, UTV), not a truck or other roadway vehicle, may be used as long as they are able to operate within the following parameters:
 - 1.4.1 All vehicles operated on the beach must be operated at a safe and reasonable speed dependent on current conditions and location. When operating along residential property, every effort must be taken to avoid or minimize noise levels near the property.
 - 1.4.2 Whenever possible, the use of headlights shall be avoided. If headlights are required on the beach, they shall be outfitted with a red LED light source or red filter that eliminates short wavelength light.
 - 1.4.3 Travel on dry sandy beach shall be avoided whenever possible except when traveling to or from designated access points, marking out crawls, or when conditions are unsafe.

- 1.4.4 Operation of vehicles over any dunes or beach vegetation is avoided to the safest extent possible.
 - 1.4.5 The wrack line or areas of dense seaweed, which may contain sea turtle hatchlings or shorebird chicks, shall be avoided to the extent possible.
 - 1.4.6 Every effort will be made to minimize ruts on the beach.
 - 1.5. Storage facilities, if provided by the coastal municipalities, will be available for use by NSU for storage of equipment and supplies. These currently include: a space underneath the Las Olas bridge in Fort Lauderdale, Florida; a storage space at the Hillsboro Club in Hillsboro Beach, Florida; a 10'x10' caged area in the beach parking garage in Pompano, Florida; and a space underneath the Hollywood Boulevard Bridge in Hollywood, Florida. County is not responsible for providing staging locations.
2. In zones where a nest is left in its natural location (in-situ) NSU shall affix a secure marking device at all nest sites (Stakes and Markers). These nest site markers shall be of a type and design approved by County's Sea Turtle Conservation Contract Administrator and shall be highly visible to operators of beach cleaning equipment and to the general public, shall not pose an undue hazard to beach users, and shall not include recreational beach equipment within the marked area whenever possible. A unique and consistent number needs to be assigned to each nest. The markers shall be created at the nest site with a radius not to exceed three (3) feet for loggerhead nests. Nest site markers and tape for leatherback and green turtle nest sites shall encircle the entire visible nesting area unless the location of the clutch is known, in which case the markings shall be installed with a radius not to exceed three (3) feet. These nest markers shall be maintained by NSU until three (3) days after the nest has hatched, or seventy (70) days for loggerhead and green turtles and eighty (80) days for leatherback turtles, whichever comes first, minimizing the impact to the nest by beach cleaning equipment and the public using the beach.
 - 2.1. In the event that nest markers are lost for any reason (including vandalism or weather and tide events) NSU shall identify all known nest locations based on GPS coordinates to restore the nest site marker, creating a circle with a five (5) foot radius centered at the GPS coordinates for each clutch.
3. NSU shall affix a secure marking device at all nest sites (Stakes and Markers) of relocated nests. These nest site markers shall be of a type and design approved by the Sea Turtle Conservation Program Manager, shall be highly visible to operators of beach cleaning equipment and to the general public, shall not pose an undue hazard to beach users, and shall not include recreational beach equipment within the marked area. A unique and consistent number needs to be assigned to each nest. The markers shall be created at the nest site with a radius not to exceed three (3) feet. NSU shall record and maintain information for each relocated nest in its relocation zone.

4. Move at risk nests, as well as nests deposited in donor zones in accordance with the then-current FWC Marine Turtle Permit and all Special Conditions. Every effort will be made by NSU and NSU's employees to place nests that are relocated outside the influence of artificial lighting that can disorient hatchling sea turtles (i.e. workers will identify dark areas within the recipient zones before time of relocation).
 - 4.1. All relocated nests shall be inventoried post-hatch as outlined in the FWC Guidelines. If this post-hatch inventory information is unavailable for a relocated nest, then NSU shall report the reason that the post-hatch inventory was not completed for each such nest. The post-hatch inventory information includes the following:
 - 4.1.1 The nest number, species responsible, date deposited, latitude and longitude of the original nest site (and any relocation nest site) hatching date, and number of incubation days;
 - 4.1.2 The number of eggs in the clutch when discovered;
 - 4.1.3 The number of eggs relocated. If this number does not equal the number of eggs in the clutch when discovered, then explain the fate of the missing eggs;
 - 4.1.4 The number of hatchlings released from the clutch;
 - 4.1.5 The number of hatchlings found live in the nest;
 - 4.1.6 The number of hatchlings dead in the nest (out of the egg);
 - 4.1.7 The number of eggs pipped and dead (dead hatchlings that broke through the shell but did not hatch completely);
 - 4.1.8 The number of eggs pipped and alive;
 - 4.1.9 The number of unhatched eggs; and
 - 4.1.10 Hatchling emergence success percentage (for each species) by dividing the number in Subsection 4.1.4 by the number in Subsection 4.1.2, above, and multiplying by one hundred (100) for each nest relocated for the STCP.
5. NSU shall implement appropriate nest protection techniques (e.g., self-releasing screen or cage, restraining cages, and alternative nest protection measures) when appropriate or required to do so by conditions set forth in the Marine Turtle Permit. When necessary, NSU shall deploy these protection measures in accordance with all applicable FWC

Guidelines after consultation with FWC and the Sea Turtle Conservation Program Manager.

For nests that require screening from artificial lighting NSU will place a restraining cage over the egg chamber after forty-five (45) days of incubation. Minimally, the cages will be closed at sunset, checked for hatchlings at least once between 23:00 and 02:00, and opened and checked at sunrise every day during the normal survey. NSU will remove the cage seventy-two (72) hours post-emergence, during nest excavation, and record the post-hatch inventory information described above in Subsection 4.1.3 above, and the position of hatchlings within the cage.

6. NSU shall release live hatchlings from inventoried nests or disorientation events, obtained through the course of contracted activities, at appropriate times and locations to insure maximum survival of released turtles. All hatchlings shall be released at night between 21:00 and 09:00 (or between one (1) hour after sunset and one (1) hour after sunrise). Only hatchlings that are discovered between 07:00 and 09:00 will, at the discretion of NSU's STCP Permit Holder, be allowed to be held (in dark, dry containers with damp sand, at room temperature) for release until after 21:00 on the day they emerged. Hatchlings may be held at the Carpenter House Property to the extent practicable. If hatchlings are deemed by NSU to be not fit for release during the night after their emergence, then they can be held in accordance with FWC guidelines for 1-2 days or until their fitness state has improved enough for release. Hatchlings may not be held multiple days solely for the purpose to facilitate scheduled Nighttime Public Hatchling Releases. If no improvement has occurred, then the hatchlings should be taken to a rehabilitation facility approved by FWC Imperiled Species Management (ISM) staff.

7. The Towns of Hillsboro Beach, Lauderdale-By-The-Sea, and the Cities of Dania Beach, Pompano Beach, Deerfield Beach, Fort Lauderdale, Hollywood, and Hallandale Beach, Florida, have each enacted a lighting ordinance to control beachfront lighting consistent with Rule 62B-55, Florida Administrative Code, a Model Ordinance for Marine Turtle Protection. In each municipality NSU shall survey these areas of beach at night, commencing between the hours of 22:00 and 02:00 (midnight) once a month, starting in March and ending in September, totaling seven (7) surveys per nesting season. The survey shall follow standard techniques for such a survey as described in the FWC Technical Report: Understanding, Assessing, and Resolving Light-Pollution Problems on Sea Turtle Nesting Beaches (Witherington, Martin, and Trindell 2014). These surveys should be cumulative in nature and normalized based on fixture and bulb type, building height, and survey length for prioritizing outreach efforts. Addresses surveyed, areas surveyed, and surveyors should be kept consistent throughout the season to the greatest extent possible. When practicable, resources will be made available for follow up outreach for addresses with the most reoccurring non-turtle friendly and visible beach light. All property lights visible from the beach shall be documented. Within ten (10) days of completion of the inspection NSU shall provide the Sea Turtle Conservation Program Manager and FWC ISM staff with a report detailing those areas of beach.

8. NSU shall search for evidence of sea turtle disorientation events and obstructed nesting attempts while conducting nesting surveys outlined above in Section 1. Disorientation reports shall be completed for each disorientation event observed that does not show evidence of having been previously documented by another entity. NSU shall submit completed reports to FWC, the Sea Turtle Conservation Program Manager, and any entities designated by the Sea Turtle Conservation Program Manager by fax, electronic mail or hard copy within one (1) week of the disorientation date.
9. NSU shall perform a seasonal minimum of eighteen (18) hatchling releases that are covered as part of the STCP. Additionally, NSU shall perform various outreach events, including interpretive programs explaining potential topics, but not limited to, sea turtle life histories and artificial lighting impacts under this contract. Outreach event times and locations shall be made available for attendance by the general public. Additionally, the Sea Turtle Conservation Program Manager shall be provided a current schedule of events. Acceptable categories of outreach events may include, but are not limited to: public turtle watches, lighting outreach at coastal residences, educational presentations at schools, festivals, public events, summer camps or other gatherings, and public hatch success evaluations. NSU shall conduct only the educational activities for which they are authorized by FWC and all activities must be in accordance with applicable FWC Guidelines and FWC Marine Turtle Permit conditions. NSU shall also include information specifically about the STCP, answer questions from attendees and/or distribute brochures describing the STCP. STCP brochures will be supplied to NSU by the Sea Turtle Conservation Program Manager if available. NSU or NSU's employees shall NOT release hatchling sea turtles or sea turtle eggs of any species to any individual who is not appropriately permitted to handle sea turtles without first receiving permission from the FWC ISM.
10. NSU shall also maintain a "Sea Turtle Emergency Response" cell-phone number during any term of the Agreement. This number, if not provided by the County, is to be established each year the Agreement is in effect and advertised locally for the purpose of reporting information about injured, stranded, or diseased turtles, as well as disoriented hatchlings and poaching events. The number is to be monitored by NSU on a 24-hour basis throughout the duration of the Agreement. Calls to the number needing sea turtle attention, that are not answered, will receive a call back within thirty (30) minutes; less urgent calls will receive a call back within one (1) work day.
11. NSU shall notify FWC's Fish and Wildlife Research Institute Sea Turtle Stranding and Salvage Network ("FWRI STSSN") each time it responds to a stranding event, regardless of how NSU is informed of the stranding. Whenever possible, this notification should take place prior to responding the event. However, notification shall minimally occur within twenty-four (24) hours as required by the FWC Guidelines. NSU shall maintain three (3) Stranding Kits that include at a minimum, stranding report forms, gloves, a camera, a GPS, a soft tape measure, spray paint, note cards, zip-top plastic bags, a marker, a knife or

scalpel, and contractor/body bags. To the greatest degree possible NSU shall be the first respondent for the investigation of any live stranded or dead stranded sea turtles washed ashore in the contract area for the duration of the Agreement. NSU shall coordinate with FWRI STSSN staff to determine and implement the prescribed course of action of any live stranded sea turtles including, but not limited to, release or transportation to a site designated by the FWC. NSU shall arrange for the proper removal, salvage (at the request of FWRI STSSN) or internment of dead stranded sea turtles through communication with the beach cleaning operation in the local coastal municipality or other resources as necessary. NSU shall collect specimens or samples from stranded turtles as requested by FWRI STSSN staff. NSU shall submit a complete STSSN form within one (1) week of the stranding date to FWRI STSSN and the Sea Turtle Conservation Program Manager by fax, electronic mail or hard copy.

12. The abilities and experience of NSU's personnel assigned to perform services under the Agreement, commensurate with the skills required to perform assigned tasks in a timely manner, and maintaining a high degree of professionalism and initiative, and performance of assigned duties in harmony with County personnel and the public shall be factors in assessing performance for any renewal period(s).
13. The data or information developed or obtained by NSU and its personnel in the performance of services under this Contract are the property of County and is available to the public through County upon request.
14. The Sea Turtle Conservation Program Manager will be included on the current FWC Marine Turtle Permit for activities including, but not limited to, nesting surveys, stranding and salvage activities, all caging activities, conduct of night public hatchling releases, relocation of nests, and monitoring for mechanical beach cleaning. Additionally, the Sea Turtle Conservation Program Manager will be included in all trainings for these activities. NSU personnel in professional positions of the STCP will vouch for work completed under the FWC Marine Turtle Permit.
15. The Parties shall, following reasonable consultation, develop mutually agreeable messages, template language and graphics for routine press releases and communications. County acknowledges and agrees that NSU shall have the right (i) to issue press releases regarding the STCP to publicize NSU's involvement; (ii) to use County's name in NSU's press releases, publicity and advertising; and (iii) to display photographs of the STCP, personnel, equipment, and facilities in its advertising and promotional materials. NSU staff, in an official capacity on behalf of NSU, will limit its communications regarding STCP to information pertaining to the sea turtle nests and its other projects, and will not speak to other issues regarding the County including, but not limited to, the state of the beaches. Inquiries regarding County property or issues must be directed to County staff. NSU acknowledges that County shall have the right (i) to issue press releases to publicize County's involvement to County customers and to the public; (ii) to use NSU's name in County press releases, publicity and advertising; and (iii) to display photographs

of the STCP in its advertising and promotional materials. Special events and media opportunities departing from routine communications shall involve coordination and approval by both Parties.

16. Should NSU require additional staff hours for to reestablish nests after a named tropical storm or hurricane, NSU may seek reimbursement of said hours with prior approval of the Contract Administrator.
17. NSU shall include the Sea Turtle Conservation Program Manager on all correspondence that impact the STCP's public relations and finances.

NOTE:

Any updates to Rule 68E-1, Florida Administrative Code, (including updates to the Marine Turtle Conservation Handbook) will take precedence over direction outlined in the Agreement.

All sea turtle monitoring, handling, caging, and relocation stranding and salvage are to be done according to the procedures outlined in the then-current FWC Marine Turtle Permit and the "Sea Turtle Conservation Handbook" at the following FWC website at:

<https://myfwc.com/license/wildlife/marine-turtle-permit/>

STCP TASK DESCRIPTIONS

1. *Sea Turtle Nest Surveys and Interpretive Programs* – Encompasses all activities outlined in the introduction for daily survey activities from (March 1 – October 31) during the Initial Term and any Extension Term and all listed deliverables (including the final report due December 30th of each year under the Agreement).
2. *Nests Exceeding 2,500 Per Season* – Provides compensation for additional survey efforts for dense nesting years. Nest counts start with the first nest laid in the season and not the effective date of the Agreement, compensating for total nests exceeding 2,500 per season (from March 1 – October 31). Maximum 4,000 nests total.
3. *Nest Protection* – NSU shall implement appropriate nest protection techniques (e.g., self-releasing screen/cage, restraining cages, and alternative nest protection measures) when appropriate or required to do so by conditions set forth in the FWC Marine Turtle Permit. Restraining cage monitoring will be compensated per nest outfitted.
4. *Relocation* – Move at-risk nests and nests in donor zones in accordance with the then-current FWC Marine Turtle Permit and all Special Conditions. Compensation will be provided per nest relocated, as provided in Exhibit B-1, except when compensation is provided for pursuant to separate agreements.

5. *Storm Clause* - Provides compensation for additional storm preparation and nest re-establishment activities in accordance with the FWC Marine Turtle Permit. NSU must request prior approval of the STCP Contract Administrator either by phone or email for this task. Compensation will be provided per storm.
6. *Visual Escarpment Surveys (AUTHORIZATION WITHHELD)* - Conduct visual escarpment surveys in areas designated by the Sea Turtle Conservation Program Manager once weekly throughout the marine turtle nesting season. Provide a weekly summary of escarpment surveys to the Sea Turtle Conservation Program Manager indicating the date each survey was conducted and note if any escarpments were observed that exceed eighteen (18) inches in height for a distance of one hundred (100) feet or greater. For those escarpments exceeding eighteen (18) inches in height for one hundred (100) feet or greater, provide photos, GPS coordinates, closest R-monument, and height and length measurements with the weekly report. The Sea Turtle Conservation Program Manager will provide advance notice prior to the start of sea turtle nesting season.

STCP DELIVERABLES AND TIMELINE

1. All work will be conducted in compliance with current FWC permits and guidelines.
2. NSU shall provide monthly progress reports which shall include updated and cumulative results of tasks as specified herein. These progress reports shall be submitted monthly along with quarterly invoices. Each progress report shall be provided to the Sea Turtle Conservation Program Manager by e-mail to skedzuf@broward.org or designee, in addition to any other persons or entities as determined by County's Sea Turtle Conservation Contract Administrator.
 - 2.1. Monthly reports shall be presented in an ArcView *.shp file(s) format listing all data available when the report was written. The Sea Turtle Conservation Program Manager may make requests to NSU for format change or type of data included. All other requests for information from EPCRD shall be addressed in detail within one (1) business day of the request.
 - 2.2. Any crawl location that cannot be corrected through real-time or post-processing shall be reported to County with the appropriate monthly data submittal.
3. NSU shall prepare and submit a draft copy by November 30th of each year, and a final copy of an annual Sea Turtle Conservation Report to the Sea Turtle Conservation Program Manager on or before December 30th of each year. This report shall be professional in quality and content and shall be delivered to Sea Turtle Conservation

Program Manager in both Word *.doc or *.docx and Adobe *.pdf formats and shall include, but not be limited to, the following information:

- 3.1. All nesting data from Dr. Von D. Mizell-Eula Johnson State Park (acquired from the Park Ranger holding an FWC Marine Turtle Permit);
- 3.2. An executive summary, a description of the study area and data collection methods, summary of crawl activity, summary of over-wash events, summary of predation events, summary of caging and screening activities, summary of reproductive success/nest fate, description of storm events and effects, summaries of all educational outreach events and stranding events, as well as a review of any issues encountered. Cumulative results for crawl totals, nesting success, nesting density, reproductive success, and disorientation rates for each species should be compared to the previous season and the 5-year average. Yearly nesting trends, seasonal nesting patterns, and County-wide nest distribution should be discussed; and
- 3.3. NSU shall make available upon request to County all nest survey and operation data forms to allow for verification of data in the report. Original datasheets are to be kept at least until the annual report has been approved by County. Copies will be provided upon request.
4. Lighting survey reports should be annually cumulative and submitted within ten (10) days of completion of the inspection NSU shall provide the Sea Turtle Conservation Program Manager and FWC ISM staff with a report detailing those areas of beach.
5. Disorientation, Obstructed Nesting Attempt, and Stranding Reports shall be submitted to FWC, the Sea Turtle Conservation Program Manager, and any entities designated by the Sea Turtle Conservation Program Manager by fax, electronic mail or hard copy within one (1) week of the documentation date.

**Exhibit B-1 (Second Amended)
Sea Turtle Conservation Program Budget**

The rates specified below shall be in effect for the Extension Term(s) of the Agreement, including any further renewal or extension term(s), unless otherwise expressly stated below or as provided for in Sections 5.1 and 5.2 of the Agreement. Any goods or services required under the Agreement for which no specific fee or cost is expressly stated in this Sea Turtle Conservation Program Budget shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B-1 (Second Amended).

STCP Program First Extension Term (2026) Budget, Effective April 1, 2026

Task	Description	Maximum Annual Quantity	Units	Unit Price	Total Price
1	Sea turtle nest surveys (up to a season total of 2,500 nests) including a minimum of eighteen (18) hatchling releases and fifteen (15) outreach presentations, paid as quarterly payments.	9	Months	\$30,997.64	\$278,978.76
2	Additional cost per nest for all activities (excluding seasonal survey costs covered in Task 1) exceeding 2,500 nests per season, paid as a not-to-exceed amount.		Nests		
		100		\$69.14	\$6,913.76
		200		\$80.28	\$16,056.12
		400		\$103.71	\$41,482.58
		800		\$115.85	\$92,676.48
3	Additional cost per cage for all restraining cage activities (excluding seasonal survey costs covered in Task 1), paid as a not-to-exceed amount.	100	Cages	\$363.16	\$36,316

Task	Description	Maximum Annual Quantity	Units	Unit Price	Total Price
4	Cost for all relocation activities (excluding seasonal survey costs covered in Task 1), paid as a not-to-exceed amount.	120	Nests	\$67.76	\$8,131.20
5	Additional cost for tropical storms and hurricanes, paid as not-to-exceed amounts.		Storms		
	Tropical storm or Category 1 hurricanes	5		\$770.25	\$3,851.25
	Category 2+ hurricanes	5		\$2,054.00	\$10,270.00
6	Visual Escarpment Surveys. Visual escarpment surveys in areas designated by the Sea Turtle Conservation Program Manager. Authorization withheld per segment.	35	Weeks		
	Segment II			\$125	\$4,375
	Segment III			\$125	\$4,375
Tasks 1-6	Total Maximum Amount Not-to-Exceed for First Extension Term				\$503,426.15

STCP Extension Terms Budget, Used to calculate renewals

Task	Description	Maximum Annual Quantity	Units	Unit Price	Total Price
1	Sea turtle nest surveys (up to a season total of 2,500 nests) including a minimum of eighteen (18) hatchling releases and fifteen (15) outreach presentations, paid as quarterly payments.	12	Months	\$30,997.64	\$371,971.68
2	Additional cost per nest for all activities (excluding seasonal survey costs covered in Task 1) exceeding 2,500 nests per season, paid as a not-to-exceed amount.		Nests		
		100		\$69.14	\$6,913.76
		200		\$80.28	\$16,056.12
		400		\$103.71	\$41,482.58
		800		\$115.85	\$92,676.48
3	Additional cost per cage for all restraining cage activities (excluding seasonal survey costs covered in Task 1), paid as a not-to-exceed amount.	100	Cages	\$363.16	\$36,316
4	Cost for all relocation activities (excluding seasonal survey costs covered in Task 1), paid as a not-to-exceed amount.	120	Nests	\$67.76	\$8,131.20
5	Additional cost for tropical storms and hurricanes, paid as not-to-exceed amounts.		Storms		
	Tropical storm or Category 1 hurricanes	5		\$770.25	\$3,851.25
	Category 2+ hurricanes	5		\$2,054.00	\$10,270.00
6	Visual Escarpment Surveys. Visual escarpment surveys in areas designated by the Sea Turtle	35	Weeks		

Task	Description	Maximum Annual Quantity	Units	Unit Price	Total Price
	Conservation Program Manager. Authorization withheld per segment.				
	Segment II			\$125	\$4,375
	Segment III			\$125	\$4,375
Tasks 1-6	Total Maximum Amount Not-to-Exceed for each Extension Term				\$596,419.07
	Total Maximum Amount Not-to-Exceed				\$5,439,415.45*

* A potential Total Maximum Amount Not-To-Exceed would be \$5,623,790.00 if all services are rendered during each Extension Term and annual CPI increases are requested and approved in accordance with Section 5.2 of the Agreement.

**EXHIBIT B-2 (Amended)
MEEC Program Budget**

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below or as provided for in Section 5.1 of the Agreement. Any goods or services required under the Agreement for which no specific fee or cost is expressly stated in this MEEC Program Budget shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this Exhibit B-2. Lump sum payments for the Initial Term or annual extensions thereafter are payable on a pro-rated basis each month subject to NSU's proper invoice as provided for in Subsection 5.2.1 of the Agreement.

MEEC Extension Term Budget

Extension Term Budget for Carpenter House MEEC	NSU	County	Total
Salary Costs: MEEC Program Director; Turtle Caretaker/Permit Holder, Education Coordinator and Education Specialist	\$37,252	\$78,198	\$115,450
Fringe Benefits (25.79% of salaries)	\$9,610	\$20,168	\$29,778
Interpretive Education Display and Program Development	\$7,725	\$7,725	\$15,450
Turtle food, medication, maintenance (Consumables), Veterinary assistance	\$4,635	\$4,635	\$9,270
Annual water and wastewater system maintenance	\$5,150	\$5,150	\$10,300
TOTAL ANNUAL PROGRAM COSTS	\$64,372	\$115,876	\$180,248