

EXHIBIT 6

AGREEMENT

between

BROWARD COUNTY

and

NOVA SOUTHEASTERN UNIVERSITY, INC.

Relating to

CONCEPTUAL UNDERSTANDING REGARDING A MARINE ENVIRONMENTAL
EDUCATION CENTER AT CARPENTER HOUSE AT HOLLYWOOD NORTH BEACH PARK

AGREEMENT

between

BROWARD COUNTY

and

NOVA SOUTHEASTERN UNIVERSITY, INC.

Relating to

CONCEPTUAL UNDERSTANDING REGARDING A MARINE ENVIRONMENTAL
EDUCATION CENTER AT CARPENTER HOUSE AT HOLLYWOOD NORTH BEACH
PARK

This Agreement is made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

NOVA SOUTHEASTERN UNIVERSITY, INC., a Florida not for profit corporation, hereinafter referred to as "NSU."

WHEREAS, COUNTY and NSU have determined that it is in the public interest to enter into this Agreement to agree conceptually on issues related to the development, construction, operation and maintenance of the proposed Marine Environmental Education Center (hereinafter referred to as the "MEEC") to be located within COUNTY's Carpenter House at Hollywood North Beach Park (hereinafter referred to as the "Property"); NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, and covenants, hereinafter set forth, COUNTY and NSU agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. MEEC.
 - 2.1 COUNTY and NSU shall enter into a more detailed Agreement within the time frame specified in Section 4 herein related to the specifications for development, construction, operation and maintenance of the MEEC and its supportive residential quarters to be located within the Property. Please

see: Exhibit "A" for a copy of the Carpenter House Master Plan and Locator Map.

COUNTY desires to have an interpretive center to provide education to school groups and the public focusing on sea turtles and their life cycles in Broward County, or other pertinent marine programs. Interpretive functions will be the care and display of live, non-releasable turtles in the Property's pool, interpretive displays describing sea turtle biology and conservation issues, and live interpretive lectures and/or demonstrations about sea turtles. The Agreement will provide at a minimum, for the following:

- 2.1.1 NSU shall provide two (2) graduate students who will reside at the Property within the main house on the first floor. Each graduate student shall be experienced in turtle conservation. Each student shall work sixteen (16) hours weekly, for a total of Thirty-two (32) hours weekly. The MEEC shall be open on weekends and on most legal holidays. To the extent that it applies, the two (2) graduate students, plus any additional support from NSU or its outreach efforts, shall operate the hatchling turtle release component of the MEEC within the context of its existing contractual relationship with COUNTY for the Broward County Sea Turtle Conservation Project (a separately-contracted project), and the MEEC shall also include:
 - A. Compliance with the Florida Communities Trust ("FCT") Declaration of Restrictive Covenants for the Carpenter House to conduct a minimum of Twenty-four (24) regularly scheduled and ongoing (year round) educational classes or programs at the Property which promote the protection of natural, historic, or cultural resources. These activities shall be conducted within the Thirty-two (32) hours of weekly work of the work year as described in Section 2.1.1 above.
 - B. Normal opening/closing of the MEEC.
 - C. Scheduled tours of the MEEC and the remainder of the Property.
 - D. Turtle hatchling releases/tours.
 - E. "Well" care and maintenance of a small number of live non-releasable sea turtles, including but not limited to arrangement for veterinary care requirements of such turtles, if needed (50/50% cost share with COUNTY).

- F. Ancillary duties related to minor litter pick up, inspecting and reporting issues requiring COUNTY attention to COUNTY's Contract Administrator, setting alarm(s), and reporting suspicious activities to the appropriate authority.
- G. Reconditioning, maintenance and use of the existing pool area for live turtle holding and display, including:
 - 1. Filtration,
 - 2. Low fencing/wall around the pool,
 - 3. Two to Three (2-3) turtle holding tanks,
 - 4. Shade cover for sea turtles,
 - 5. Heating and cooling controls to maintain temperature within sea turtle living range,
 - 6. Seawater supply by establishing a seawater well, and
 - 7. Adequate water supply.
- H. NSU shall be responsible for obtaining all necessary approvals from the FWCC Imperiled Species Management Section for handling sea turtles.
- I. Exhibits and/or displays that can facilitate interpretation of marine aquatic and coastal environment, including exterior, weather-resistant displays, and include listing COUNTY as a MEEC partner. Exhibit design and content will be discussed with COUNTY's MEEC and Parks Contract Administrators prior to construction. COUNTY's Contract Administrator may make displays modifications and recommendations, which shall be considered in good faith by NSU.
- J. Reporting on MEEC visitation.
 - 2.2 NSU shall occupy the MEEC within Thirty (30) days following construction completion and issuance of a certificate of occupancy or equivalent approval by the City of Hollywood.
 - 2.3 NSU shall maintain and operate the MEEC, at its expense.
 - 2.4 COUNTY and NSU shall cooperate in obtaining any necessary City of Hollywood or other government approvals relating to the MEEC.
 - 2.5 The more detailed agreement for the MEEC is expected to have a term of at least five (5) years.
 - 2.6 The Agreement will contain insurance and liability provisions.

3. COUNTY responsibilities regarding MEEC.

- 3.1 COUNTY shall draft and share with NSU toward finalization, the more detailed agreement to reflect the terms and conditions within this Agreement.
- 3.2 COUNTY will provide space for living quarters for up to two (2) graduate students who will reside at the Property (please see parking language below). The present plan is for Two (2) separate apartments. One apartment will consist of Two (2) rooms and a kitchenette and bathroom in the former Chauffeur's Quarters. The other apartment would entail conversion of up to one-half (1/2) of the interior of the adjoining garage and an increase in air handling capacity. This will be at NSU's expense and through NSU's procurement, contracting, and permitting efforts, and will be subject to COUNTY's prior review and written approval. It is anticipated that up to one half (1/2) of the remainder of the adjoining garage will be converted to a turtle food storage and preparation area, lab area plus storage area as needed. This will be at NSU's expense and through NSU's procurement, contracting, and permitting efforts, and will be subject to COUNTY's prior review and written approval. Existing washer/dryer hook-up will be shared use by the two (2) graduate students. (NSU to supply washer/dryer).
- 3.3 COUNTY will pay all utilities at the Property.
- 3.4 COUNTY will provide space for MEEC exhibits in designated areas to be determined by NSU and COUNTY's Contract Administrator.
- 3.5 COUNTY will allow storage of sea turtle program turtle food, food equipment and supplies. This may also include a chest freezer (space permitting). It is anticipated to have this activity in the converted portion of the garage adjoining the two (2) graduate students living quarters.
- 3.6 COUNTY will provide basic, shared COUNTY and NSU limited work space, probably on second (2nd) floor of the main house.
- 3.7 COUNTY will provide access to wireless internet and, if available, hi-speed internet service.
- 3.8 COUNTY will provide use of one (1) parking space for One (1) graduate student resident. COUNTY is planning and will be seeking approvals for the construction of additional parking spaces adjacent to the Property. If such parking spaces are constructed, a second (2nd) parking space shall be made available for the Second (2nd) graduate student.

- 3.9 COUNTY will allow use of the Property's meeting rooms and other areas of the Property when available, for NSU purposes and mutually agreed-upon events.
- 3.10 COUNTY will provide general and necessary maintenance and repair to the Property outside of those NSU responsibilities stated in Subsection 2.1.1. F. above.
- 3.11 COUNTY will complete construction of the renovated Property in accordance with the approved construction plans for the Property, with the exception of the MEEC responsibilities in the pool area and any modified MEEC residents quarters.
4. Time for Performance. Following execution of this Agreement by both parties, COUNTY and NSU agree, in good faith, to diligently pursue and use their respective best efforts to formalize the items conceptually agreed upon herein and enter into the more detailed agreement referenced in Section 2.1 above within six (6) months of execution of this Agreement. The County Administrator for COUNTY and George L. Hanbury for NSU are authorized upon mutual assent to extend the time for the parties to enter into the more detailed Agreement, in writing, in the event the parties experience any unforeseen delays in COUNTY's construction completion of the Property. Any communication by COUNTY or NSU to the other party regarding delays in the construction completion of the Property or other issues addressed herein shall be furnished as provided for in the "Notices" section.
5. Termination.
- 5.1 This Agreement shall terminate automatically upon execution by both parties of the more detailed agreement referenced in Section 2.1 above with the inclusion of the conceptual understandings addressed herein.
- 5.2 In the event that COUNTY and NSU cannot come to terms and both execute the more detailed agreement referenced in Section 2.1 above within Six (6) months from the time of joint approval of this Agreement, either party may terminate this Agreement and the MEEC project with Thirty (30) days written notice pursuant to the "Notices" provisions in Section 7 below. COUNTY and NSU may jointly agree to extend the negotiations and new Agreement approval period.
6. Liability.
- COUNTY: COUNTY is a political subdivision as defined in Chapter 768.28, Florida Statutes, and as such agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing

herein is intended to serve as a waiver of sovereign immunity by COUNTY to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

NSU: NSU shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by any intentional or negligent act or omission of NSU, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due NSU under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

7. Notices. Whenever either party desires to give notice unto the other, such notice must be provided in writing (email or facsimile is acceptable), addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

COUNTY:

County Administrator
Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

NSU:

Vice President Facilities
3301 College Avenue
Fort Lauderdale-Davie, Florida 33314-7796

8. Amendments. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and

executed by the Board of County Commissioners for COUNTY and George L. Hanbury for NSU.

9. Multiple Originals. This Agreement may be fully executed in duplicate copies, each of which, bearing original signatures, shall have the force and effect of an original document.

- Remainder of page 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 _____, 20____, and NOVA SOUTHEASTERN UNIVERSITY, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the Board
of County Commissioners of
Broward County, Florida

By _____
Mayor

____ day of _____, 2010.

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

By _____
Patrice M. Eichen
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND NOVA SOUTHEASTERN UNIVERSITY, INC. RELATING TO CONCEPTUAL UNDERSTANDING REGARDING A MARINE ENVIRONMENTAL EDUCATION CENTER AT CARPENTER HOUSE AT HOLLYWOOD NORTH BEACH PARK

NSU

NOVA SOUTHEASTERN UNIVERSITY, INC.

WITNESSES:

By _____
_____ (TITLE)

Signature

___ day of _____, 2010.

Print Name

Signature

Print Name

**Parks & Recreation
Geographic Information System**



Carpenter House

-  Carpenter Property
-  Park Boundaries

This map is for planning purposes only.
For more information please call the
Environmental Section at 954.357.8120



