

INTERIM AGREEMENT

Between

BROWARD COUNTY

and

NOVA SOUTHEASTERN UNIVERSITY

for

BROWARD COUNTY SEA TURTLE CONSERVATION PROGRAM

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BROWARD COUNTY SEA TURTLE CONSERVATION PROGRAM

This is an Interim Agreement, 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, the Natural Resource Planning and Management Division of the COUNTY has requested an Interim Agreement with NSU's Oceanographic Center ("NSUOC") to conduct the Broward County Sea Turtle Conservation Program in 2014 and 2015; and

WHEREAS, an Interim Agreement is entered between the County and NSUOC for services of the Broward County Sea Turtle Conservation Program after the 90 Day Extension Contract; and

WHEREAS, NSUOC has operated the Broward County Sea Turtle Conservation Program for 26 of the 33 years that the program has existed, and owns and maintains the facilities and has the personnel that will allow for continued successful operation of the program; and

WHEREAS, NSUOC has direct experience with endangered and threatened sea turtles which would allow continuity of data storage, analysis and regarding the biology and conservation of endangered sea turtles which is of paramount importance in effective management of the sea turtle population and the success of the program.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, COUNTY and NSU agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - This Agreement includes Articles 1 through 9, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Natural Resources Planning and Management Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with NSU and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, the parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.4 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 NSU shall perform all work identified in this Agreement and in Exhibit "A." The parties agree that the scope of services is a description of NSU's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by NSU impractical, illogical, or unconscionable.
- 2.2 NSU acknowledges and agrees that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

NSU shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the COUNTY for such subcontracted work or supplies. NSU agrees that if it withholds an amount as retainage from its subcontractors or

suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30) days after the subcontractor has satisfactorily completed its work, whichever shall first last occur.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on May 30, 2014, and shall end on December 31, 2015. It is the intent of the COUNTY to procure competitive bids for the performance of services described herein after the expiration of this Agreement, and consequently the COUNTY refers to this document as an Interim Agreement. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any such fiscal year shall be subject to the appropriation and availability of funds in accordance with Chapter 129, Florida Statutes.
- 3.2 All duties, obligations, and responsibilities of NSU required by this Agreement shall be completed no later than December 31, 2015, except if NSU is unable complete the same as a result of the occurrence of force majeure event as described herein, in which case the time for completion, and the expiration of the term of this Agreement if applicable, shall be extended accordingly. Except with respect to the occurrence of a force majeure event as referenced in the preceding sentence, time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

- 4.1 COUNTY agrees to pay NSU, in the manner specified in this Section and Section 4.2, up to the total amount of Eight Hundred Twenty-eight Thousand Five Hundred and Ninety-three Dollars and 00 Cents (\$828,593.00) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by NSU for its services related to this Agreement as full compensation for all such work. It is acknowledged and agreed by NSU that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate NSU for this Interim Agreement. The Interim Agreement base payment (Task 1) is Four Hundred Ninety-two Thousand Two Hundred and Three Dollars and 00 Cents (\$492,203.00) which should be payable by monthly invoices (19 months) for the first 90% of the contract amount and additional items (Tasks 2-5) will be billed following the month completed pursuant to the compensation table below. Invoices shall designate the nature of the services performed and/or this maximum amount, however, does not constitute a limitation, of any sort, upon NSU's obligation to perform all items of work required

by the Scope of Services. No amount shall be paid to NSU to reimburse its expenses.

The tasks to be performed by NSU, and the compensation to be paid to NSU in connection therewith, are set forth in the table below.

Task	Description	Estimated Annual Quantity	Units	Unit Price 2014 Season (May 30, 2014-February 28, 2015)	Extended Total Price 2014 Season (May 30, 2014-February 28, 2015)	Unit Price 2015 Season (March 1, 2015-December 31, 2015)	Extended Total Price 2015 Season (March 1, 2015-December 31, 2015)
1	Sea turtle nest surveys (up to a seasonal total of 2,500 nests) including a minimum of 20 hatchling releases and 15 outreach presentations	1			\$235,732.00 (monthly invoices of 1/9 of first 90% of contract amount per 4.1 of Interim Agreement)		\$256,471.00 (monthly invoices of 1/10 of first 90% of contract amount per 4.1 of Interim Agreement)
2	Additional cost-per-nest for all activities (excluding seasonal survey costs covered in line 1) exceeding 2,500 per season, not-to-exceed						
	1-100	100		\$59.00	\$5,900.00	\$61.00	\$6,100.00
	101-300	200		\$69.00	\$13,800.00	\$71.00	\$14,200.00
	301-700	400		\$89.00	\$35,600.00	\$92.00	\$36,800.00
	701-1500	800		\$99.00	\$79,200.00	\$102.00	\$81,600.00
	Total Not to Exceed	1500	nest		\$134,500.00		\$138,700.00
3	Additional cost-per-cage for all restraining cage activities (excluding seasonal survey costs covered in line 1) , not-to-exceed	80	cage	\$298.00	\$23,840.00	\$307.00	\$24,560.00

4	Cost for all nest relocation activities (excluding seasonal survey costs covered in Task 1), not-to-exceed	75	nest	\$57.00	\$4,275.00	\$59.00	\$4,425.00
5	Cost for up to 5 nest relocations and data collection activities associated with a permitted beach nourishment project (including 2 weeks of surveys in November for up to 1 mile of beach)	1			\$3,000.00		\$3,090.00
Opt. 1	Prioritize the Hillsboro Inlet Beach Sand Bypass Discharge Location as the first area of survey in Segment II	N/A			\$__NA__		\$_NA_____
Tasks 1-5	Total Not to Exceed				\$401,347.00		\$427,246.00

4.2 METHOD OF BILLING AND PAYMENT

4.2.1 NSU may submit invoices for compensation no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.

4.2.2 COUNTY shall pay NSU within thirty (30) calendar days of receipt of NSU's proper invoice, as required by the "Broward County Prompt Payment Ordinance" Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the

form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of NSU to comply with a term, condition, or requirement of this Agreement.

4.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner reasonably satisfactory to the Contract Administrator (which shall not exceed the amount of NSU'S invoice attributable to such work,) or failure to comply with this Agreement which has not been remedied within an applicable cure period. The amount withheld shall not be subject to payment of interest by COUNTY. NSU shall have the right to dispute a COUNTY determination that the work done by NSU is inadequate or defective.

4.4 Payment shall be made to NSU at:

Contracts and Grants Accounting
Attn: Andrea White
Nova Southeastern University
3301 SW 9th Avenue
Fort Lauderdale, Florida 33315

ARTICLE 5

INDEMNIFICATION

5.1 Subject to the last sentence of this paragraph, 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, with input from NSU, to defend COUNTY, its officers, agents, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by the intentional or negligent act or omission of NSU, its employees, agents, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, NSU shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel reasonably satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations 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. Notwithstanding anything to the contrary contained in this paragraph or elsewhere in this Agreement, NSU shall have no obligations under this paragraph to the extent that any claim, cause of action, lawsuit, demand or proceeding on the basis of which the COUNTY, or any of its officers, agents or employees seek to enforce any such NSU obligation, arises out of or results from the intentional or negligent acts or omissions or willful misconduct of the COUNTY, its officers, commissioners, agents, employees, contractors or invitees.

With respect to the COUNTY, the 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.

ARTICLE 6

INSURANCE

- 6.1 NSU shall, at its sole cost and expense maintain in force at all times during the term of this Agreement the minimum insurance coverage set forth in this Article, in accordance with the terms and conditions required by this Article.
- 6.2 Such coverage provided by NSU may be offered via commercial insurance, self-insurance, a captive or some combination thereof. If the coverage will be provided via commercial insurance, then the coverage shall be issued by companies authorized to do business in the State of Florida, with an AM Best financial rating of A- or better. Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. NSU shall be responsible for any policy deductibles. NSU shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming Broward County as an additional insured on a primary and non-contributory basis under the Commercial General Liability Policy as well as on any Excess Liability Policy. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.
- 6.3 Commercial General Liability Insurance. Commercial General Liability Insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for bodily injury and property damage and One Million Dollars (\$1,000,000.00) per aggregate. Coverage must include for:

Premises and/or operations.
Independent contractors.
Products and/or Completed Operations.

Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
Personal Injury.

- 6.4 Business Automobile Liability. Business Automobile Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for bodily injury and property damage. Coverage must include:

Owned Vehicles.
Hired and Non-Owned Vehicles.
Scheduled Vehicles (must be listed on the Certificate of Insurance).
Employers' Non-Ownership.

- 6.5 Workers' Compensation Insurance. Workers' Compensation insurance shall apply for all employees in compliance with Chapter 440, Florida Statutes, the "Workers' Compensation Law" of the State of Florida, and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of Five Hundred Thousand Dollars (\$500,000.00) each accident.

If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.

- 6.6 NSU shall furnish to Contract Administrator proof of insurance in the form of Certificate of Insurance and endorsements, Declarations pages or policies evidencing the insurance coverage specified by this Article within fifteen (15) calendar days. NSU's failure to provide to COUNTY proof of insurance shall provide the basis for the termination of the Agreement. NSU shall provide to COUNTY certified copies of any policies required by the Article upon request.
- 6.7 Coverage is not to cease and is to remain in force until all performance required of NSU is completed and signed off by the COUNTY. All policies must be endorsed to provide COUNTY with notice of expiration, cancellation, or restriction. If any of the insurance coverage will expire prior to the completion of the work, renewal certificates shall be furnished upon expiration.
- 6.8 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements. If NSU uses a subcontractor,

NSU shall ensure that subcontractor names COUNTY as an additional insured in the name of Broward County.

ARTICLE 7

TERMINATION

- 7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not cured the breach within twenty (20) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by either party. This Agreement may also be terminated for convenience by either party as follows: (i) by providing written notice of termination to the other party between August 15, 2014 and October 15, 2014, with termination effective November 15, 2014, or (ii) by providing written notice of termination to the other party between August 15, 2015 and October 15, 2015, with termination effective November 15, 2015.
- 7.2 In addition to the COUNTY's right to terminate stated elsewhere in this Agreement, the COUNTY may terminate this Agreement due to NSU's repeated (whether negligent or intentional) (i) submission for payment of false or incorrect bills or invoices, (ii) failure to suitably perform the work, or (iii) failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the NSU is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the NSU provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 7.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be provided by verbal notice that shall be immediately confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 7.4 In the event this Agreement is terminated for convenience, NSU shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. NSU acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt

and adequacy of which are, hereby acknowledged by NSU, for COUNTY's right to terminate this Agreement for convenience.

- 7.5 In the event this Agreement is terminated by COUNTY for any reason, any amounts due NSU shall be withheld by COUNTY until all documents are provided to COUNTY pursuant to Section 9.1 of Article 9.

ARTICLE 8

EEO COMPLIANCE

8.1 EEO COMPLIANCE

No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. NSU shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by NSU to carry out any of these requirements, that is not cured within the applicable cure period set forth in section 7.1 herein, shall constitute a material breach of this Agreement, which shall permit the COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

NSU shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

NSU shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. NSU shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, NSU shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, NSU represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from NSU all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 9

MISCELLANEOUS

9.1 RIGHTS IN DOCUMENTS AND WORK

Except as provided for in the last sentence of this section, any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by NSU, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by NSU to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to NSU shall be withheld until all documents are received as provided herein. Notwithstanding anything to the contrary contained in the foregoing, any such reports, photographs, surveys and other data and documents may be used by NSU for educational and research purposes, and in connection therewith upon NSU's request if any these items are not in NSU's possession, COUNTY shall promptly provide to NSU copies of the same.

9.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent NSU is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, NSU shall:

- 9.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 9.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 9.2.3 Ensure that public records that are exempt or that are confidential and

exempt from public record requirements are not disclosed except as authorized by law; and

- 9.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of NSU upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of NSU to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 7.1.

9.3 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of NSU that are related to this Project. NSU shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of NSU shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, NSU shall make same available at no cost to COUNTY in written form.

NSU shall preserve and make available, at reasonable times, and upon prior written notice given at least seven (7) business days prior to the requested audit date, for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to NSU's records, NSU shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by NSU. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.4 TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by NSU shall constitute execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs

supporting the compensation of the Agreement are accurate, complete, and current at the time of contracting. The original Agreement price and any additions thereto shall be adjusted to exclude any significant sums by which COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of this Agreement.

9.5 PUBLIC ENTITY CRIME ACT

NSU represents that the execution of this Agreement will not violate the Public Entity Crime Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, NSU further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether NSU has been placed on the convicted vendor list.

9.6 INDEPENDENT CONTRACTOR

NSU is an independent contractor under this Agreement. Services provided by NSU pursuant to this Agreement shall be subject to the supervision of NSU. In providing such services, neither NSU nor its agents shall act as officers, employees, or agents of the COUNTY. No partnership, joint venture, or other joint relationship is created hereby. Neither party extends to the other party or the other party's agents or employees any authority of any kind to bind the party in any respect whatsoever.

9.7 THIRD PARTY BENEFICIARIES

Neither NSU nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

9.8 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or nationally recognized overnight delivery service (e.g., Federal Express), addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Environmental Protection and Growth Management Department
Natural Resources Planning and Management Division
115 S. Andrews Avenue, Room 329H
Fort Lauderdale, Florida 33301

FOR NSU:

Director
Office of Sponsored Programs
Nova Southeastern University
3301 College Avenue
Fort Lauderdale, Florida 33314

With a copy to:

Dean of the Oceanographic Center
Nova Southeastern University
3301 College Avenue
Fort Lauderdale, Florida 33314

9.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party without the prior written consent of the other party. In addition, NSU shall not subcontract any portion of the work required by this Agreement, except as provided in Exhibit "A."

NSU represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

NSU shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of NSU's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

9.10 CONFLICTS

Neither NSU nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with NSU's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

NSU further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or NSU is not a party, unless compelled by court process. Further, NSU agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude NSU or any persons in anyway from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event NSU is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, NSU agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as NSU.

9.11 MATERIALITY AND WAIVER OF BREACH

COUNTY and NSU agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

Either party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of

any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

9.12 COMPLIANCE WITH LAWS

NSU and COUNTY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

9.12 SEVERANCE

In the event that any provision of this Agreement is determined to be illegal or otherwise unenforceable by a court of competent jurisdiction, the provision in question shall be stricken and the remaining provisions shall remain in full force and effect to the maximum extent permitted by law. If the stricken provision is deemed to be a material term of this Agreement such that its unenforceability defeats the overall purpose of this Agreement, then the parties agree that they will promptly negotiate in good faith a lawful and enforceable replacement provision which is as similar to the original provision as reasonably possible. Should the good faith efforts of the parties fail to result in such a replacement provision, this Agreement may be terminated by either party by providing ten (10) days prior written notice of termination to the other party.

9.13 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

9.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 9 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 shall prevail and be given effect.

9.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that

jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. By entering into this Agreement, NSU and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to this Agreement.

9.16 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 COUNTY and NSU.

9.17 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

9.18 PAYABLE INTEREST

9.18.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof NSU waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

9.18.2 Rate of Interest. In any instance where the prohibition or limitations of Section 9.18.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

9. INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

9.20 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto does hereby represent and warrant that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party.

9.21 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

9.22 DRUG-FREE WORKPLACE

It is a requirement of COUNTY that it enter into contracts only with entities that certify the establishment of a drug-free work place in accordance with Section 21.31(a)(2) of the Broward County Procurement Code. Execution of this Agreement by NSU shall serve as NSU's required certification that it either has or that it will establish a drug-free work place in accordance with Section 21.31(a)(2) of the Broward County Procurement Code.

9.23 CONTINGENCY FEE

NSU warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for NSU, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for NSU, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For a breach or violation of this provision, COUNTY shall have the right, at its discretion, to terminate this Agreement without liability, or to deduct from this Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

9.24 FORCE MAJEURE

If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any

governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed; provided, however, that if such non-performance exceeds sixty (60) days, the party that is not prevented from performance by the force majeure event shall have the right to terminate this Agreement upon written notice to the party so affected. This section shall not supersede or prevent the exercise of any right the parties may otherwise have to terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, signing by and through its BOARD OF COUNTY COMMISSIONERS, duly authorized to execute same, and NOVA SOUTHEASTERN UNIVERSITY, signing by and through its Executive Director, Office of Grants and Contracts, 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 _____, 20____

Approved as to Insurance
Requirements by

RISK MANAGEMENT DIVISION

 4/29/14

Risk Management Division

Jacqueline A. Binns


Risk Insurance and

Contracts Manager

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, FL 33301
Telephone: (954) 357-7600
Facsimile: (954) 357-6968

By  4/29/14
DAPHNE E. JONES

Assistant County Attorney

By  4/29/14
MAITE AZCOITIA
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND NOVA SOUTHEASTERN
UNIVERSITY FOR BROWARD COUNTY SEA TURTLE CONSERVATION PROGRAM


NSU

NOVA SOUTHEASTERN
UNIVERSITY, INC.

WITNESSES:





By 

Director
Office of Sponsored Programs

18th day of April, 2014

(SEAL)

DEJ/tlr
#14-058.06

EXHIBIT "A"

**SCOPE OF SERVICES FOR THE BROWARD COUNTY SEA TURTLE
CONSERVATION PROGRAM
INTERIM AGREEMENT WITH NOVA SOUTHEASTERN UNIVERSITY
(May 30, 2014 – December 31, 2015)**

PROGRAM AND CONTRACTOR REQUIREMENTS:

1. Contractor shall conduct daily sea turtle nesting surveys from May 30, 2014 through October 31, 2014 and March 1, 2015 - October 31, 2015 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 John U. Lloyd Beach State Park. The daily survey throughout the entire contract area shall begin no sooner than 30 minutes before the official daily published time of sunrise (unless authorization is obtained from FWC for special events or holidays). This sea turtle nesting survey will consist of the following:
 - 1.1 Make daily accurate counts of the total number of nests laid and 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 shall be recorded using a hand held Global Positioning System (GPS) to the nearest 0.001 minute in degrees decimal minutes. A set of aerial photographs showing the locations of the numbered FDEP monuments will be made available at the request of the Contractor by the Broward County Natural Resources Planning and Management Division (BCNRPMD) – Marine Resources Section. A set of geo-referenced beach aerial photographs in *.tif format for use with ARCVIEW Geographic Information System will be made available to the Contractor 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 requesting parties (e.g., beach cleaners) via the previously agreed flagging protocol 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, mule, gator), 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 at night, 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/from designated access points, marking out crawls or conditions are unsafe.
- 1.4.4 Operation of vehicles over any dunes or beach vegetation is prohibited.
- 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 the Contractor for storage of equipment and supplies. These currently include a 10x10 foot closed fenced area at the corner of State Road A1A and Nevada St. in Hollywood, two 10x10 foot sheds located in the South Beach Parking Lot in Ft. Lauderdale, and storage space at the Hillsboro Club in Hillsboro Beach. The County is not responsible for providing staging locations.
 - 1.5.1 Please refer to Option One in tasks for this item. Indicate the price difference (if any) giving survey priority to the Hillsboro Inlet Sand Bypass Discharge location (R25-R27) considering the current staging locations at Hillsboro Beach and Fort Lauderdale.
- 2. In zones where a nest is left in its natural location (in-situ) the Contractor 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 the BCNRPMD 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 3 feet for loggerhead and green turtle nests. Nest site markers and tape for leatherback turtle nests 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 3 feet. These nest markers shall be maintained by the Contractor until 3 days after the nest has hatched, minimizing the impact to the nest by beach cleaning equipment and the beach-using public.

- 2.1 In the event that nest markers are lost for any reason (including vandalism or weather and tide events) the Contractor shall identify all known nest location 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. The Contractor 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 BCNRPMD Contract Administrator, 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 3 feet. The Contractor shall record and maintain information for each relocated nest in its relocation zone.
4. The Contractor 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 released shall be released between 21:00 and 09:00 (or between one hour after sunset and one hour after sunrise). Only hatchlings that emerge after 07:00 will be allowed to be held (in dark, dry containers, at room temperature) for release until after 21:00 on the day they emerged. If hatchlings are deemed by the Contractor to be not fit for release during the night after their emergence then they can be held in accordance with FWC guidelines for 2-3 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 rehab facility approved by FWC ISMS.
5. 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 have each enacted a lighting ordinance to control beachfront lighting consistent with Section 62B-55, Florida Administrative Code (FAC) a Model Ordinance for Marine Turtle Protection. In each municipality the Contractor shall survey these areas of beach at night, commencing between the hours of

22:00 and 00:00 (midnight) once a month, starting in June and ending in September. 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 (Blair E. Witherington and R. Erik Martin 1996). For each municipality, the lighted properties should be listed by street address and include, type of visibility (direct or indirect), location of lights on property, and photo documentation of lights. All property lights visible from the beach shall be documented. Within 10 days of completion of the inspection the Contractor shall provide the BCNRPMD Contract Administrator and FWC ISM staff with a report detailing those areas of beach.

6. The Contractor shall search for evidence of sea turtle disorientation events 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. The contractor shall submit completed disorientation reports to FWC, the BCNRPMD Contract Administrator, and any entities designated by the Contract Administrator by fax, electronic mail, or hard copy within one (1) week of the disorientation date.
7. The Contractor shall also maintain a "Sea Turtle Emergency Response" cell-phone number during any term of this Agreement. This number, if not provided by the County, is to be established each year the contract is in effect and advertised locally for the purpose of reporting information about injured or stranded turtles, disoriented hatchling turtles, poaching, and dead sea turtles that have washed ashore. The number is to be monitored by the Contractor on a 24-hour basis throughout the duration of the contract period. Calls to the number needing sea turtle attention, that are not answered, will receive a call back within 30 minutes; less urgent calls will receive a call back within 1 day.
8. The Contractor shall notify FWC's Fish and Wildlife Research Institute (FWRI) Stranding and Salvage Network (STSSN) each time they respond to a stranding event, regardless of how the Contractor is informed of the stranding. Whenever possible this notification should take place prior to responding the event; however, notification shall minimally occur within 24 hours as required by the FWC Guidelines. The Contractor shall maintain three 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 the Contractor 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 contract. The Contractor 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. The Contractor shall arrange for the proper removal, salvage (at the request of FWRI STSSN) or interment of dead stranded sea

turtles through communication with the beach cleaning operation in the local coastal municipality or other resources as necessary. The Contractor shall collect specimens or samples from stranded turtles as requested by FWRI STSSN staff. The Contractor shall submit a complete STSSN form within one (1) week of the stranding date to FWRI STSSN and the BCNRPMD Contract Administrator by fax, electronic mail or hard copy.

9. The abilities and experience of the personnel assigned to the Contract, 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 Broward County personnel and the public shall be factors in assessing performance for any renewal period(s).
10. The data or information developed or obtained by the Contractor and their personnel in the performance of services under this Contract is the property of Broward County and is available to the public through Broward County upon request.
11. The Contract Administrator will be requested to be on the current Florida Fish and Wildlife Commission Marine Turtle Permit for activities including, but not limited to, nesting surveys, stranding/salvage activities, all caging activities, conduct night public hatchling releases, relocation of nest, and monitoring for mechanical beach cleaning. Additionally, the Contract Administrator will be included in all trainings for these activities. Notwithstanding anything to the contrary contained in this Section 11 or elsewhere in this Agreement, if the Contract Administrator is included on the Turtle Permit referenced in the first sentence of this Section, then to the extent not prohibited by law, COUNTY agrees to be fully and solely liable and responsible for the acts and omissions of the Contract Administrator with respect to or relating to such activities.

PROGRAM TASK DESCRIPTIONS:

1. *Sea Turtle Nest Surveys and Interpretive Programs*- Encompasses all activities outlined in the introduction for daily survey activities from (May 30 - October 31, 2014 and March 1 - October 31, 2015) and all listed deliverables (including the final report due December 30). The Contractor shall perform a seasonal minimum of 18 hatchling releases and 15 outreach events as interpretive programs under this contract. Outreach event times and locations shall be made available for attendance by the general public. Additionally, the Contract Administrator shall be provided a current schedule of events. Acceptable categories of outreach events may include, but are not limited to: public turtle watches; educational presentations at schools, festivals, public events, summer camps or other gatherings; and public hatch success evaluations. The Contractor 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 permit conditions. The Contractor shall also include information specifically about the Broward County Sea Turtle Conservation Program, answer questions from attendees and/or distribute brochures describing the Program. Program brochures will be supplied to the Contractor by the BCNRPMD Contract Administrator. The Contractor or the Contractor's employees shall NOT release hatchling sea turtles or sea turtle eggs of any species to any individual without first receiving permission from the FWC ISMS. Does not include costs associated with tasks 2, 3, 4, 5, and option one.

2. *Nests Exceeding 2,500 Per Season* - Provides compensation for additional survey efforts for abundant nesting years. Nest counts start with the first nest laid in the season and not the start of this agreement, compensating for total nests exceeding 2,500 per season from (March 1- October 31). Maximum 4,000 nests total.
3. *Nest Cages* - The Contractor shall implement appropriate nest protection techniques (e.g., self-releasing screen/cage, restraining cages, alternative nest protection measures) when appropriate or required to do so by conditions set forth by FWC Marine Turtle Permit. When necessary, the Contractor shall deploy these protection measures in accordance with all applicable FWC Guidelines after consultation with FWC and BCNRPMD.
 - 3.1 For nests that require screening from artificial lighting the contractor will place a restraining cage over the egg chamber after 40 days of incubation. The cages will be opened and checked at sunrise every day during the normal survey. The contractor will remove the cage 72 hours post-emergence, during nest excavation, and record: emergence, number of hatchlings, and position of hatchlings within the cage.
4. *Relocation* - Move at-risk loggerhead nests only from donor zones defined in the required Marine Turtle permit, Special Conditions. As determined by Florida Fish and Wildlife Conservation Commission – Imperiled Species Management Section (FWC ISMS) loggerhead nests will be moved into adjacent recipient zones also listed in the special conditions. Every effort will be made by the Contractor and Contractor'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 Each nest that is to be moved in accordance with FWC Guidelines or Marine Turtle Permit conditions shall be relocated to a recipient zone prior to 09:00 hours on the morning it was deposited. For purposes of these specifications, an at-risk nest is defined as follows:
 - 4.1.1 A nest located seaward of the previous evening's high tide line (relocation is at the discretion of the MTP holder).

- 4.1.2 A nest located in an eroding beach or close to an escarpment (relocation is at the discretion of the MTP holder).
- 4.1.3 A nest located in a donor zone.
- 4.2 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 the Contractor shall report the reason that the post-hatch inventory was not completed for each such nest. Data collected shall include to the extent possible:
 - 4.2.1 The nest number, the species responsible, date deposited, latitude and longitude of the original nest site and the relocation nest site, hatching date, and number of incubation days.
 - 4.2.2 The number of eggs in the clutch when discovered.
 - 4.2.3 The number of eggs relocated. If this number does not equal the number of eggs in the clutch when discovered, then explain fate of the missing eggs.
 - 4.2.4 The number of hatchlings released from the clutch.
 - 4.2.5 The number of hatchlings found live in the nest.
 - 4.2.6 The number of hatchlings dead in the nest (out of the egg).
 - 4.2.7 The number of eggs pipped and dead (dead hatchlings that broke through the shell but did not hatch completely).
 - 4.2.8 The number of eggs pipped and alive.
 - 4.2.9 The number of unhatched eggs.
 - 4.2.10 Hatchling emergence success percentage (for each species) by dividing the number in 4.2.4 by the number in 4.2.2, above, and multiplying by 100 for each nest relocated for the project.
- 5. *Beach Renourishment Nest Relocation* - Conduct morning nesting surveys within the permitted project area (about 1 mile of beach) until November 15th (This is 2 weeks outside of the County wide morning surveys that would cease at the end of October). Relocate nest deposited within the project area starting 64 days prior to November 1st. Collect all data required for the FWC report, and excavate all relocated nests as outlined in 4.2 above.

NOTE:

Each at risk nest is to be moved according to the procedures outlined in the "Sea Turtle Conservation Guidelines" at the following Florida Fish and Wildlife Conservation Commission website:

<http://myfwc.com/seaturtle/Guidelines/Guidelines.PDF>

Option One - *Prioritize R25- R27* Indicate the price difference (if any) giving survey priority to the Hillsboro Inlet Sand Bypass Discharge location (R25-R27) considering the current staging locations at Hillsboro Beach and Fort Lauderdale. (There is no price difference,)

DELIVERABLES AND TIMELINE

1. All work will be conducted in compliance with FWC permits and guidelines.
2. Contractor shall provide monthly progress reports which shall include updated and cumulative results of tasks as specified herein. These progress reports shall be submitted with monthly invoices. Each progress report shall be provided to the BCNRPMD Contract Administrator by e-mail to ckiel@broward.org or designee, in addition to any other persons or entities as determined by the 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. Contract Administrator or designee may make requests to Contractor for format change or type of data included. All other requests for information from BCNRPMD shall be addressed in detail within 1 business day of the request.
 - 2.1.1 Any crawl location that cannot be corrected through real-time or post- processing shall be reported to the County with the appropriate monthly data submittal.
3. The Contractor shall prepare and submit a draft copy by November 30, and a final copy of an annual Sea Turtle Conservation Report to the BCNRPMD Contract Administrator on or before December 30. This report shall be professional in quality and content and shall be delivered to BCNRPMD Contract Administrator in both WORD *.doc and Adobe *.pdf formats and shall include, but not be limited to, the following information:

- 3.1 All nesting data from John U. Lloyd State Park;
 - 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 countywide nest distribution should be discussed.
 - 3.3 The Contractor shall make available upon request to the 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 the County. Copies will be provided upon request.
- 4. Lighting survey reports should be submitted within 10 days of completion of the inspection the Contractor shall provide the BCNRPMD Contract Administrator and FWC ISM staff with a report detailing those areas of beach.
 - 5. Disorientation reports shall be submitted to FWC, the BCNRPMD Contract Administrator, and any entities designated by the Contract Administrator by fax, electronic mail or hard copy within one (1) week of the disorientation date.