

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
THE SCHOOL BOARD OF BROWARD COUNTY FOR A  
NATURESCAPE PROGRAM IN SUPPORT OF ENVIRONMENTAL STEWARDSHIP WITHIN THE  
SCHOOL BOARD OF BROWARD COUNTY**

This is the First Amendment to the Agreement ("First Amendment"), made and entered into by and between Broward County, a political subdivision of the State of Florida ("County") and The School Board of Broward County, a political subdivision of the State of Florida ("SBBC") (collectively referred to as "Parties").

**RECITALS**

- A. County and SBBC entered into an Agreement dated December 12, 2017 ("Agreement"), providing for the implementation of a partnership in support of water conservation, including the NatureScape Broward principles for an Initial Term of one (1) year with SBBC able to renew this Agreement for up to four (4) additional one (1) year terms.
- B. The Parties desire to enter into this First Amendment to realign the Agreement term and annual renewals with the SBBC fiscal year calendar to assure the appropriation and availability of funds.
- C. The Parties desire for the payments and services to continue past the Initial Term, otherwise ending on December 11, 2018.
- D. To effectuate the realignment with SBBC's fiscal year, the Parties desire to amend the first renewal to be from December 12, 2018, through June 30, 2018, with SBBC able to elect up to three (3) additional one (1) year term renewals.
- E. The Amendment shows text deletions in strikethrough format and text additions in underline format.

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

- 1. Article 3.1 of the Agreement is amended as follows:

3.1 The term of this Agreement shall begin on December 12, 2017, ("effective date") and shall end on December 11, 2018, ("Initial Term"). SBBC may elect to renew this Agreement for ~~four (4) additional one (1) renewal term from December 12, 2017, through June 30, 2017, and up to three (3) additional one (1) year renewal~~ terms under the terms and conditions set forth herein by providing written notice to County at least ~~sixty (60)~~ thirty (30) days prior to the end of the current term. The continuation of this Agreement beyond the end of any fiscal

year of the Parties is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

2. Article 3.2 of the Agreement is amended as follows:

3.2 Unless otherwise agreed by the Parties in writing, all duties, obligations, and responsibilities of the Parties required by this Agreement shall be completed no later than December 11, 2018, extendable for four (4) additional renewal terms consisting of one (1) term from December 12, 2018, through June 30, 2018, and up to three (3) additional one (1) year renewal terms as provided for in Section 3.1, above. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

3. The table contained in Article 4.1 is amended and REPLACED as follows:

Services/Goods	Not-To-Exceed Amount
Initial Term	\$55,554 quarterly (\$222,216 term total)
1 <sup>st</sup> Renewal Term (December 12, 2018 through June 30, 2018)	\$57,221 quarterly (\$114,442 term total)
2 <sup>nd</sup> Renewal Term (July 1, 2018 through June 30, 2019)	\$57,221 quarterly (\$228,884 term total)
3 <sup>rd</sup> Renewal Term (July 1, 2019 through June 30, 2020)	\$58,937 quarterly (\$235,748 term total)
4 <sup>th</sup> Renewal Term (July 1, 2020 through June 30, 2021)	\$60,705 quarterly (\$242,820 term total)
Total Services	\$1,044,110

4. Exhibit "B" (Fees to be Paid to County for Services) is amended as shown in the attached Exhibit "B-1".
5. SBBC hereby elects to renew the Agreement for the 1<sup>st</sup> Renewal Term as revised through this First Amendment and to extend the term of the Agreement from December 12, 2018 through and including June 30, 2019 (approximately 6 months).
6. Except as expressly provided herein, all other terms and conditions of the Agreement remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2018, and SBBC, signing by and through its Chair, 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: \_\_\_\_\_  
\_\_\_\_ day of \_\_\_\_\_, 2018.

Approved as to form by  
Andrew J. Myers  
Broward County Attorney  
Governmental Center, Suite 423  
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By: Michael C. Owens 12/13/18  
Michael C. Owens (Date)  
Senior Assistant County Attorney

By: Malte Azcoitia 12/14/18  
Malte Azcoitia (Date)  
Deputy County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE SCHOOL BOARD  
OF BROWARD COUNTY FOR A NATURESCAPE PROGRAM IN SUPPORT OF ENVIRONMENTAL  
STEWARDSHIP WITHIN THE SCHOOL BOARD OF BROWARD COUNTY

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By 

Heather P. Brinkworth, Chair

ATTEST:



Robert W. Runcie  
Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

Exhibit "B-1"

**Fees to be Paid to County for Services**

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County shall be paid according to the Rates and Fees listed below:

**Total Cost of Services**

For the initial twelve (12) month term of this Agreement, County shall provide services described in the Statement of Work at the flat rate fee of Fifty Five Thousand Five Hundred and Fifty Four Dollars (\$55,554.00) per quarter year, paid in arrears.

Following the initial twelve (12) month term, SBBC shall have the option of extending this Agreement for ~~four (4) additional years~~ one (1) renewal term from December 12, 2017, to June 30, 2017, and up to three (3) additional one (1) year renewal terms. Rates established for each additional year of implementation are as follows which includes a three percent (3%) increase per ~~annum~~ renewal term except for the 2<sup>nd</sup> renewal terms being at the same rate due to the shortened 1<sup>st</sup> renewal term.

~~Year 1 renewal~~ 1<sup>st</sup> Renewal Term (12/12/18 through 6/30/18): A not-to-exceed fee of Fifty Seven Thousand Two Hundred Twenty One Dollars (\$57,221.00) per quarter, paid in arrears.

~~Year 2 renewal~~ 2<sup>nd</sup> Renewal Term (1 year): A not-to-exceed fee of Fifty Seven Thousand Two Hundred Twenty One Dollars (\$57,221.00) per quarter, paid in arrears.

~~Year 3 renewal~~ 3<sup>rd</sup> Renewal Term (1 year): A not-to-exceed fee of Fifty Eight Thousand Nine Hundred Thirty Seven Dollars (\$58,937.00) per quarter, paid in arrears.

~~Year 4 renewal: A not to exceed fee of Sixty Two Thousand Five Hundred Twenty Seven Dollars (\$62,527.00) per quarter, paid in arrears.~~

4th Renewal Term (1 year): A not-to-exceed fee of Sixty Thousand Seven Hundred Five Dollars (\$60,705.00) per quarter, paid in arrears.