

## **FIRST AMENDMENT TO PROJECT OVERSIGHT AGREEMENT**

**THIS FIRST AMENDMENT TO PROJECT OVERSIGHT AGREEMENT** (the “**Amendment**”) is made as of the 14 day of April, 2021, by and between **THE COLLEGE OF THE FLORIDA KEYS** (each a “**College**”), and **B.W. SPRAGUE CONSULTING SERVICES, INC.** (the “**Sprague**”).

### **RECITALS**

A. College and Sprague entered into that certain Project Oversight Services Agreement dated November 25, 2019 (the “**Agreement**”) regarding the oversight of the development of the proposed new center in Key Largo to be located at 106040 Overseas Highway, Key Largo, Florida .

B. As there have been some inconsistencies with invoices and payments under the Agreement through March, 2021, the parties desire to amend the Agreement to clarify the payments of the remaining compensation due under the Agreement to Sprague as herein provided.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions hereinafter set forth, and the above recitals, which are by this reference incorporated herein, the sufficiency of which is hereby acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Defined Terms.** All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Agreement.

2. **Amendments to Section 4.** Upon entering the Agreement, the parties intention has been that Sprague receive a total compensation of \$360,000 for overseeing the Project under the Agreement. As of the date hereof, Sprague has received \$208,599.03 of the compensation due under the Agreement. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following as of the date hereof:

**“Compensation.** The College of the Florida Keys agrees to pay Consultant a total of \$360,000.00 for the performance of the Scope of Services described in herein and on Exhibit A under this Agreement. As \$208,599.03 has already been paid by The College of the Florida Keys and received by Consultant, starting in April, 2021 and continuing through October, 2021, upon receipt of a monthly invoice from Consultant, monthly compensation shall be paid by the College of the Florida Keys in the amount of \$21,628.71. For the sake of clarity, the parties agree that (i) there shall be no separate reimbursement costs or any other fees due to Consultant and (ii) Consultant shall receive \$21,628.71 each month through October, 2021 which shall result in the entire \$360,000 due under this Agreement being received by Consultant. Consultant agrees that notwithstanding payment in full of the \$360,000 due under this Agreement, Consultant shall continue to work on the Project until such time as all of the Consultant’s Scope of Services are complete. ”

3. **Reaffirmation of Agreement.** Except as expressly amended by this Amendment, the Agreement remains in full force and effect and is hereby ratified and reaffirmed in its entirety.

4. **Successors and Assigns.** This Amendment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

5. **Severability.** The parties hereto intend and believe that each provision in this Amendment comports with all applicable local, state and federal laws and judicial decisions. However, if any provision in this Amendment is found by a court of law to be in violation of any applicable ordinance, statute, law, administrative or judicial decision, or public policy, and if such court should declare such provision to be illegal, void or unenforceable as written, then such provision shall be given force to the fullest possible extent that the same is legal, valid and enforceable and the remainder of this Amendment shall be construed as if such provision was not contained therein.

6. **Incorporation of Amendment; Entire Agreement.** This Amendment sets forth the entire agreement between the parties with respect to the matters set forth in this Amendment. There have been no additional oral or written representations or agreements between College and Sprague affecting this Amendment not contained in the Agreement or this Amendment. This Amendment cannot be amended or modified except by a written instrument executed by College and Sprague. College and Sprague each hereby acknowledge and affirm that, as of the date hereof, the Agreement is in full force and effect and there are no claims, offsets, or breaches of the Agreement, or any action or causes of action by Sprague against College, directly or indirectly relating to the Agreement.

7. **No Third Party Beneficiaries.** This Amendment shall inure to the sole benefit of College and Sprague. Nothing contained in this Amendment shall create, or be construed to create any right in any person not a party to this Amendment.

8. **Legal Review.** Each party agrees and represents to the other party that it has had the opportunity to obtain counsel of its own choice to represent it in the negotiation, drafting, interpretation and execution of this Amendment, whether or not either or both have elected to avail themselves of such opportunity.

9. **Authority.** College and Sprague each represents and warrants to the other that: (i) it has the full right, power, legal capacity and authority to execute, deliver and perform this Amendment on behalf of College and Sprague, as the case may be; (ii) all consents required as a condition to the executing party's authority to execute, deliver and perform this Amendment have been obtained; and (iii) this Amendment is and shall be binding upon and enforceable against it in accordance with their respective terms.

10. **Counterparts.** This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which, when taken together, shall constitute one document.

11. **Electronic Signatures.** Handwritten signatures to this Amendment transmitted by telecopy or electronic transmission (for example, through the use of a Portable Document Format or "PDF" file) shall be valid and effective to bind the parties so signing. It is expressly agreed that each party to this Amendment shall be bound by its own telecopied or electronically transmitted

handwritten signature and shall accept the telecopy or electronically transmitted handwritten signature of the other party to this Amendment. The parties hereto agree that the use of telecopied or electronic signatures for the execution of this Amendment shall be legal and binding and shall have the same full force and effect as if originally signed.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURES APPEAR ON NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Amendment as of the date first written above.

**SPRAGUE:**

**B.W. SPRAGUE CONSULTING SERVICES, INC.**

By: *Billy W. Sprague* 14April2021  
Name: ~~Bill~~ Sprague  
Title: President

**COLLEGE:**

**THE COLLEGE OF THE FLORIDA KEYS**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_