

**FIRST AMENDMENT TO AGREEMENT  
BETWEEN THE CITY OF WESTLAKE AND NOVA ENGINEERING AND  
ENVIRONMENTAL, LLC**

**THIS FIRST AMENDMENT** to Agreement is entered into as of this 6<sup>th</sup> day of September, 2022, by and between:

**NOVA ENGINEERING AND ENVIRONMENTAL, LLC.**, hereinafter referred to as “NOVA;”

And

**CITY OF WESTLAKE, FLORIDA**, a municipal corporation of the State of Florida, hereinafter referred to as “CITY”

The CITY and NOVA may hereinafter collectively be referred to as the “Parties.”

**WITNESSETH:**

**WHEREAS**, on June 8, 2020, NOVA and CITY entered into an Agreement (the “Original Agreement”); and

**WHEREAS**, the Parties desire to amend the Original Agreement to extend the term of the Agreement for an additional two (2) years and to amend the existing fee schedule; and

**NOW, THEREFORE**, in consideration of the mutual benefits and other consideration as set forth herein, the Parties agree as follows:

**SECTION 1.** The foregoing “whereas” clauses are incorporated herein by reference.

**SECTION 2.** In accordance with Article 1 of the Original Agreement, the parties hereby exercise the option to renew commencing retroactively as of July 1, 2022 for an additional two (2) year term. Commencing as of July 1, 2024, the term shall be renewed automatically until either party terminates in accordance with the provisions of Article 9 of the Original Agreement.

**SECTION 3.** The fee schedule referenced in Article 11 and attached to the Original Agreement is hereby amended and is attached hereto as Exhibit “A”.

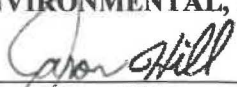
**SECTION 4.** In the event of any inconsistencies between this First Amendment and the Original Agreement, the provisions contained in this First Amendment shall prevail. In all other respects, the terms and provisions of the Original Agreement are ratified and confirmed.

IN WITNESS WHEREOF, the parties have caused this presence to be executed and attested to by their duly authorized officers or representatives and their official seals to be affixed thereto the day and year first above written.

**CITY:**  
**CITY OF WESTLAKE, FLORIDA**

**CONTRACTOR:**  
**NOVA ENGINEERING AND ENVIRONMENTAL, LLC**

  
By: Ken Cassel  
Title: city manager

  
By: Jason Hill  
Title: Executive Vice President

Date: 9/6/2022

Date: 08/31/2022



August 24, 2022

Mr. Kenneth Cassel  
City of Westlake  
4001 Seminole Pratt Whitney Rd.  
Westlake, FL 33470

Mr. Cassel:

Please see the newly proposed rates for the NOVA Engineering/City of Westlake Municipal Contract.

Building Official	Request to change	125.00 per hr.
Fire Official	Request to change	125.00 per hr.
Plans Examiner	Request to change	95.00 per hr.
Building Inspector	Request to change	90.00 per hr.
Permit technician	Request to change	60.00 per hr.

Should you require any additional information, please let us know.

Respectfully submitted,

**NOVA Engineering & Environmental, LLC**

A handwritten signature in blue ink, appearing to read "J. Berko".

Joseph Berko  
Building Official BU 1601  
Branch Manager  
[jberko@usanova.com](mailto:jberko@usanova.com)

**From:** [Zoie Burgess](#)  
**To:** [Mery Ramirez](#)  
**Subject:** FW: Nova Agreement  
**Date:** Monday, May 6, 2024 12:56:45 PM  
**Attachments:** [image001.png](#)

---

Zoie P. Burgess, CMC  
City Clerk  
City of Westlake

---

**From:** Zoie Burgess  
**Sent:** Monday, May 6, 2024 12:53 PM  
**To:** 'Cassel, Kenneth' <Ken.Cassel@Inframark.com>  
**Subject:** RE: Nova Agreement

Ok, I will add a note to the amendment that the agreement will continue in accordance to Article 9 of the original agreement, so we know it is not expiring.

Zoie P. Burgess, CMC  
City Clerk  
City of Westlake

---

**From:** Cassel, Kenneth <[Ken.Cassel@Inframark.com](mailto:Ken.Cassel@Inframark.com)>  
**Sent:** Monday, May 6, 2024 12:32 PM  
**To:** Zoie Burgess <[zburgess@westlakegov.com](mailto:zburgess@westlakegov.com)>  
**Subject:** RE: Nova Agreement

Actually as of July 2024 it turns into an evergreen. Renewing automatically until we terminate in accordance with article 9 of the original contract.

My intent was to have all of them as an evergreen.  
Thanks  
Ken

---

**From:** Zoie Burgess <[zburgess@westlakegov.com](mailto:zburgess@westlakegov.com)>  
**Sent:** Monday, May 6, 2024 12:22 PM  
**To:** Cassel, Kenneth <[Ken.Cassel@Inframark.com](mailto:Ken.Cassel@Inframark.com)>  
**Subject:** Nova Agreement

**This Message Is From an External Sender**

This message came from outside your organization. Please use caution when clicking links.

[Report Suspicious](#)



Ken,

Nova's agreement needs to be reviewed and I know they were inquiring about the contract a few months ago, are we expecting them to send a Second Amendment? The last First Amendment (attached) is set to expire in July and therefore needs to be on the June agenda.

Zoie P. Burgess, CMC  
City Clerk  
City of Westlake  
4001 Seminole Pratt Whitney Road  
Westlake, FL 33470  
P 561.530.5880  
[www.westlakegov.com](http://www.westlakegov.com)

**Citizen Engagement Tip:** Did you know that you can sign up to receive City of Westlake agendas? Visit <https://www.westlakegov.com/newsletter/subscriptions> to get started. Whenever agendas are posted, you will receive an emailed notice with a direct link.

**Florida has a very broad public records law.** As a result, most written communication, created to or received from local officials, and City employees regarding City business is considered public record and available to the public and media upon request, unless otherwise exempt. Your email communications may therefore be subject to public disclosure. Under Florida law, email addresses are public records. If you do not want your email address released in response to a public records request, do not send electronic mail to this office. Instead, contact the City by phone or in writing.



210 N. University Drive, Suite 702 | Coral Springs, FL 33071  
(O) 954.603.0033 | [www.inframark.com](http://www.inframark.com)