



 AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
 , **FOR PRIVATE AUTO TAG AGENCY SERVICES (AREAS)**
(RLI #)

This Amendment (" Amendment") to the Agreement (hereinafter defined) is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and , a ("Contractor") (collectively referred to as the "Parties").

RECITALS

A. On or about , County and Contractor entered into an Agreement for Private Auto Tag Agency Services, which was subsequently amended on , , , and (the original agreement as previously amended is referred to as the "Agreement").

B. The Parties now desire to further amend the Agreement to authorize Contractor to accept credit card and debit card payments in transactions governed by the Agreement and to modify Contractor's insurance and bond requirements provided for in the Agreement.

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

1. The Recital clauses stated above are true and correct and are incorporated in this Amendment by reference. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

2. The effective date of this Amendment is the date on which this Amendment is executed by the last of the Parties executing this document ("Amendment Effective Date").

3. County hereby authorizes Contractor to accept payment from customers via credit card, debit card, or other payment card (collectively, "Payment Card"), subject to applicable law and the terms set forth in the Agreement as amended herein. Contractor has the sole discretion as to which Payment Card network(s) (e.g., Visa, Mastercard, American Express, Discover, etc.) it elects to accept.

4. In addition to the fees authorized by the Agreement as set forth in Revised Exhibit C, Contractor may charge customers who pay via Payment Card a convenience fee in an amount that shall not to exceed the actual cost to Contractor for the processing of the customer's payment via the Payment Card (the "Convenience Fee").

5. Before accepting Payment Cards from any customer, Contractor shall post the amount of the Convenience Fee (whether expressed in the form of a flat fee, a percentage of the customer's transaction amount, or both, as applicable) in the same manner and on the same signage prescribed in Section 2.3.2.5 of the Agreement for other County-required fees. Such

signage shall disclose the Convenience Fee in a manner reasonably calculated to be understood by customers and prior to posting by Contractor must be approved in writing by the Contract Administrator. If the Contract Administrator fails to provide notice to Contractor within fifteen (15) days after County receives the proposed signage for review from Contractor, the proposed signage shall be deemed approved by County. Notwithstanding any approval by County of the proposed signage, Contractor shall remain exclusively liable for any claims asserted and damages or other remedies awarded in connection with any dispute relating to the Convenience Fee, or in any way regarding the legal validity or sufficiency of the signage.

6. Contractor must be listed and registered as the merchant of record for all customer transactions processed using Payment Cards. Contractor shall be solely responsible for identifying and ensuring compliance with applicable laws and regulations governing Payment Card data and transactions, including without limitation the then-current version of the Payment Card Industry (PCI) Data Security Standard (DSS) Requirements and Security Assessment Procedures and any and all laws and regulations governing credit or debit transactions in the context of auto tag and title services in Florida. Contractor's duty to indemnify County under Article 5 of the Agreement shall include the duty to indemnify, hold harmless, and defend County and its officers, agents, servants, and employees against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, caused or alleged to be caused, or in whole or in part arising out of or relating to, Contractor's acceptance, use, processing, or other handling of Payment Cards or the data related thereto (collectively, "Claims"), including, without limitation, any Claims based on Contractor's failure to comply with applicable laws, rules, regulations, and standards governing the acceptance, use, processing, or other handling of payments via Payment Cards or the data related thereto.

7. Contractor may not commence accepting customer payments via Payment Cards until the necessary modifications to the bonds and policies of insurance required pursuant to Article 6 of the Agreement have been made to provide coverage for Contractor's acceptance of Payment Cards.

8. Exhibit __ to the ____ Amendment, titled "Insurance Requirements," is hereby deleted and replaced in its entirety by Exhibit A hereto. Contractor shall obtain all policies of insurance required by the attached Exhibit A, ensure such policies are effective no later than the Amendment Effective Date, and maintain such policies in accordance with the terms of the Agreement.

9. This _____ Amendment incorporates and includes all prior negotiations, correspondence, conversations, commitments, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement, as amended by this _____ Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

10. Preparation of this _____ Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

11. In the event of any conflict or ambiguity between this _____ Amendment and the Agreement, the Parties agree that this _____ Amendment shall control.

12. This _____ Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have made and executed this _____ Amendment: BROWARD COUNTY, through its Mayor, authorized to execute same by Board action on _____, 2021, and _____, signing by and through its _____ 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 _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
Scott Andron (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

SA
____ PTA _____ Amendment
1/25/21

_____ AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
_____, FOR PRIVATE AUTO TAG AGENCY SERVICES (_____ AREAS)
(RLI # _____)

CONTRACTOR

Witness:

_____, a
_____ corporation

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 2021

Print Name of Witness above


Exhibit A Insurance Requirements

Project: Private Auto Tag Agency Services
Agency: Records Taxes and Treasury Division

TYPE OF INSURANCE	ADD L INSD	SUBR WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made Gen'l Aggregate Limit Applies per: <input type="checkbox"/> Project <input type="checkbox"/> Policy <input type="checkbox"/> Loc. <input type="checkbox"/> Other _____	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury		
			Property Damage		
			Combined Bodily Injury and Property Damage	\$1,000,000	\$2,000,000
			Personal Injury		
			Products & Completed Operations		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto, If applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Bodily Injury (each person)		
			Bodily Injury (each accident)		
			Property Damage		
			Combined Bodily Injury and Property Damage		
<input checked="" type="checkbox"/> EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: <input checked="" type="checkbox"/> Per Occurrence <input type="checkbox"/> Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			
<input checked="" type="checkbox"/> WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	<input checked="" type="checkbox"/>	Each Accident	STATUTORY LIMITS	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY			Each Accident	\$100,000	
<input type="checkbox"/> GARAGE KEEPERS	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Each Accident		
<input type="checkbox"/> Professional Liability (Errors and Omissions)	N/A	<input checked="" type="checkbox"/>	If claims-made form:		
			Extended Reporting Period of:		
			*Maximum Deductible:		
<input checked="" type="checkbox"/> Crime and Fidelity Dishonesty	N/A	<input checked="" type="checkbox"/>	Each Occurrence	\$250,000	
<input checked="" type="checkbox"/> Crime and Fidelity Bond			Each Location	\$25,000	
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Contractors insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) higher than the amount permitted in this Agreement must be declared to and approved by County and may require proof of financial ability to meet losses. Contractor is responsible for all coverage deductibles unless otherwise specified in the agreement.					

CERTIFICATE HOLDER:

Broward County
115 South Andrews Avenue
Fort Lauderdale, Florida 33301


 TIMOTHY CROWLEY
dc=cty, dc=broward, dc=bc, ou=Organization, ou=BCC, ou=RM, ou=Users, cn=TIMOTHY CROWLEY 2021.01.29 08:55:05 -05'00'
 Risk Management Division