

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
RICONDO AND ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR AIRPORT
MASTER PLAN UPDATE CONSULTANT SERVICES (RFP# R1277707P1)**

This Second Amendment (“Second Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and Ricondo and Associates, Inc., an Illinois corporation authorized to transact business in the State of Florida (“Consultant”) (collectively, the “Parties”), is entered into effective as of the date this Second Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into an agreement dated October 6, 2015 (as amended, the “Agreement”) for Master Plan Update Consultant Services.

B. The Agreement expires on October 5, 2020.

C. The spread of COVID-19 has resulted in a global pandemic impacting Broward County, Florida, the Fort Lauderdale-Hollywood International Airport (“FLL”), and the North Perry Airport. COVID-19 caused an unprecedented reduction in air traffic and airline passengers resulting in the suspension, closure, or reduction of the services across all businesses operating at FLL.

D. The Parties desire to amend the Agreement to add an additional one (1) year renewal term, give authority to the Director of Aviation to exercise the option to renew, and increase the Optional Services budget by an additional Seven Hundred Fifty Thousand Dollars (\$750,000), which will increase the Optional Services budget to One Million Five Hundred Ninety-two Thousand Three Hundred Ninety-four and 88/100 Dollars (\$1,592,394.88).

E. Additional funds are needed in order to continue providing consulting services for the Master Plan Update, along with economic and development evaluations of the Master Plan Update development program due to fluctuations in market conditions associated with COVID-19.

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

1. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Amendments made to the Agreement by this Second Amendment are indicated by the use of strikethroughs to indicate deletions and underlining (except for the title) to indicate additions.

3. Section 4.1 of the Agreement is amended as follows:

4.1 The initial term of this Agreement shall be for the period beginning on the date of execution of this Agreement by the Board and ending three years from that date

("Initial Term"). At its option, the County may renew this Agreement for ~~two (2)~~ three (3) additional one (1) year periods. The option to renew may be exercised by the County's Director of Purchasing or the Director of Aviation by written notice of renewal to Consultant.

4. Article 5 of the Agreement is amended as follows:

Absent amendment, the total cumulative amount authorized for all Work Authorizations issued under this Agreement to CONSULTANT may not exceed a total maximum not to exceed Agreement amount of ~~\$4,832,997.88~~ Five Million Five Hundred Eighty-two Thousand Nine Hundred Ninety-seven and 88/100 Dollars (\$5,582,997.88). The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following:

5. Section 5.1.3 of the Agreement is amended as follows:

5.1.3 Optional Services. County has established an amount of ~~\$842,394.88~~ One Million Five Hundred Ninety-two Thousand Three Hundred Ninety-four and 88/100 Dollars (\$1,592,394.88) for potential Optional Services identified in Exhibit F which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

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

7. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

8. This Second Amendment incorporates and includes all prior negotiations, correspondence, conversations, 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, including as amended in this Second 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.

9. Preparation of this Second 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.

10. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

11. This Second 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.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 _____, 2020, and RICONDO AND ASSOCIATES, INC., 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 _____, 2020

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By _____
Yesenia Alfonso (Date)
Assistant County Attorney

By _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

YA/ch
Ricondo 2nd Amd.
09/08/2020
80071.0072

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CONSULTANT

WITNESSES:

RICONDO AND ASSOCIATES, INC.

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 2020

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)