



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

This _____ Amendment is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and _____, a Florida corporation (“Contractor”) (collectively referred to as the “Parties”) and modifies the Agreement for Private Auto Tag Agency Services (_____ Area) dated _____, 20____, a First Amendment dated _____, 20____, a Second Amendment dated _____, 20____, and a Third Amendment dated _____, 20____ **[add any additional amendments as needed]** (collectively, as amended, the “Agreement”).

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

The effective date of this _____ Amendment is the date of proper execution by County (“Amendment Effective Date”), which will be subsequent to execution by Contractor.

**FEE SCHEDULE MODIFICATION FOR “FAST TITLE” APPLICATION AND “FAST TITLE”
DUPLICATION APPLICATION**

2.1. Commencing on the Amendment Effective Date and continuing throughout the remaining term of the Agreement, Contractor is authorized to increase its fees for “Fast Title Application” and “Fast Title Duplication Application” (as described in Exhibit C to the Agreement) from the existing fee of twenty dollars (\$20.00) to twenty-five dollars (\$25.00) (collectively, the “Fee Modification”).

2.2. Notwithstanding the Fee Modification provided above, if during any three (3) full calendar month period, the number of Contractor’s Fast Title Applications and Fast Title Duplication Applications (collectively) is more than ten percent (10%) above the collective amount during the preceding three (3) calendar month period, County has the right to revisit Contractor’s charges for these services and may, in County’s sole discretion, require Contractor to revert to a lower fee for such service, which lower fee shall be not less than twenty dollars (\$20.00). County and Contractor agree that County may rely on data received from the Florida Department of Highway Safety and Motor Vehicles to determine whether Contractor has exceeded the ten percent (10%) amount provided in this Section. If County elects to reduce Contractor’s fees for Fast Title Applications and Fast Title Duplication Applications pursuant to this section, County may, in its sole discretion, permit Contractor to reimplement the fee increase back to twenty-five dollars (\$25.00) after an additional three (3) full calendar month period at the reduced rate. Contract Administrator has the authority to direct the reduction in fees and restoration of higher fees under this Article.

INCREASE OF CERTAIN FEES

3.1. Effective April 1, 2020, Contractor may increase the following fees as follows: (a) \$3.85 for the issuance, transfer, replacement of license plate and/or decal and registration certificate (currently \$3.50 as of the date of this _____ Amendment); and (b) \$16.50 for application for original or transfer certificate of title (all kinds, including lien recordings, verifications, all necessary forms, notarizations, sales tax collection or exemption) (currently \$15.00 as of the date of this _____ Amendment).

3.2. Except as expressly provided in Sections 2.2. and 3.1 above, the Parties agree that Contractor shall not increase any fees or charges during the remaining term of the Agreement.

AMENDMENT TO ARTICLE 1 (DEFINITIONS) AND SECTION 2.3 OF AGREEMENT

4.1. Article 1 "Definitions and Identifications" is amended by the addition of the following definition:

1.12. **Commercial Account** – shall mean a commercial business (including automobile dealerships and courier services) providing automobile title and/or registration services to individuals.

4.2. Section 2.3.10.1 is hereby amended as follows (additions are noted by underlining and deletions are noted by strikethroughs):

2.3.1.10.1 CONTRACTOR may receive by United States Postal Service, or Express Mail, or e-mail, applications from Commercial Accounts located outside the boundaries of Broward County, Florida.

MISCELLANEOUS

5.1. Capitalized terms not otherwise defined in this _____ Amendment shall have the meanings set forth in the Agreement.

5.2. Except as express set forth herein, all of the terms and conditions contained within the Agreement shall remain in full force and effect and are incorporated herein by reference.

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

5.4. This _____ Amendment represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this _____ Amendment that is not contained in this written document.

5.5. Preparation of this _____ Amendment has been a joint effort of Contractor and County and shall not be construed more strictly against either party.

5.6. Each individual executing this _____ Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this _____ Amendment, duly authorized by all necessary and appropriate action to execute this _____ Amendment on behalf of such party and does so with full legal authority.

5.7. In the event the Agreement, as amended by this _____ Amendment, or a portion thereof, is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless County or Contractor elects to terminate the Agreement. Any election to terminate this Agreement based on this provision shall be made within seven (7) days after the finding by the court becomes final.

5.8. 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 BOARD OF COUNTY COMMISSIONERS, signing by
and through its County Administrator, authorized to executed same by Board action on the _____
day of _____, 20__, and Contractor, signing by and through its
duly authorized to execute same.

COUNTY

BROWARD COUNTY

WITNESS: BROWARD COUNTY, by and through
its County Administrator

(Signature) By _____
County Administrator

(Print Name of Witness) _____ day of _____, 2020

(Signature) Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
(Print Name of Witness) Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

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

By _____
Danielle W. French (Date)
Deputy County Attorney

NAK
2020-01-07 PTA Template Amendment
01/10/2020
#487940v2

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(_____ AREAS) (RLI # _____)**

CONTRACTOR

WITNESSES:

Signature

By: _____
Authorized Signor

Print Name of Witness above

Print Name and Title

Signature

_____ day of _____, 20__

Print Name of Witness above

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)