

**TENTH AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND
THE URBAN GROUP, INC. FOR CONSULTANT SERVICES FOR THE NOISE MITIGATION
PROGRAM ASSISTANCE AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This Tenth Amendment (“Tenth Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and The Urban Group, Inc., a Florida corporation (“Consultant”) (collectively, the “Parties”), is entered into effective as of the date this Tenth Amendment is fully executed by the Parties.

RECITALS

A. The Parties entered into the Agreement between Broward County and The Urban Group, Inc., for Consultant Services for the Noise Mitigation Program Assistance at Fort Lauderdale-Hollywood International Airport, dated November 27, 2006, which was amended nine prior times (as amended, the “Agreement”).

B. On June 16, 2020, a Ninth Amendment was entered into by the Parties extending the term of the Agreement through January 26, 2021, with no additional compensation, adding an option to extend the Agreement for an additional six (6) month option period, and giving authority to the Director of Aviation to exercise the option period. The Director of Aviation exercised the six (6) month option period extending the Agreement through July 26, 2021.

C. Due in large part to the impacts that COVID-19 has had on construction projects, the Parties desire to amend the Agreement to extend the term of the Agreement through July 26, 2022, with no additional compensation.

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

1. The above Recitals are true and correct, and incorporated herein by reference.
2. The term of the Agreement is hereby extended for an additional twelve (12) month period through July 26, 2022.
3. A new Section 10.30 is added to the Agreement as follows:

10.30 VERIFICATION OF EMPLOYMENT ELIGIBILITY.

Consultant represents, as of the effective date of the Tenth Amendment to this Agreement, that Consultant and each subconsultant has registered with and uses the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Consultant violates this section, County may immediately terminate this Agreement for cause and Consultant shall be liable for all costs incurred by County due to the termination.

4. A new Section 10.31 is added to the Agreement as follows:

10.31 CRIMINAL HISTORY SCREENING PRACTICES.

Consultant represents and certifies, as of the effective date of the Tenth Amendment to this Agreement, that it has implemented policies, practices, and procedures regarding inquiry into the criminal history of an applicant for employment, including a criminal history background check of any such person, that preclude inquiry into an applicant's criminal history until the applicant is selected as a finalist and interviewed for the position.

5. A new Section 10.32 is added to the Agreement as follows:

10.32 PROHIBITED TELECOMMUNICATIONS EQUIPMENT.

Consultant represents and certifies that it and its subconsultants do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Consultant represents and certifies that Consultant and its subconsultants shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

6. Consultant acknowledges that through the date this Tenth Amendment is executed by Consultant, Consultant has no claims against County with respect to any of the matters covered by the Agreement, and Consultant has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

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

8. This Agreement, including as amended herein by this Tenth Amendment incorporates and includes all prior negotiations, correspondence, conversations, agreements, or 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 Tenth 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 Tenth 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 Tenth 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 Tenth 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 _____, 2021, and THE URBAN GROUP, 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 _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By Yesenia Alfonso Digitally signed by Yesenia Alfonso
Date: 2021.04.27 16:34:59 -04'00'

Yesenia Alfonso (Date)
Assistant County Attorney

Alexander J. Williams, Senior Assistant County Atty. Digitally signed by Alexander J. Williams, Senior Assistant County Atty.
Date: 2021.04.27 16:39:27 -04'00'

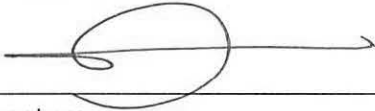
By Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

YA/ch
TUG 10th Amd
04/27/2021
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CONSULTANT

WITNESSES:



Signature

BARRY S. LAZARUS

Print Name of Witness above

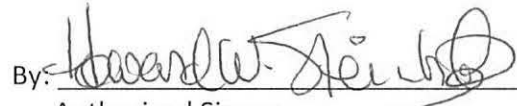


Signature

ANNA M. BIANCO

Print Name of Witness above

THE URBAN GROUP, INC.

By: 

Authorized Signor

Howard W. Steinhilber

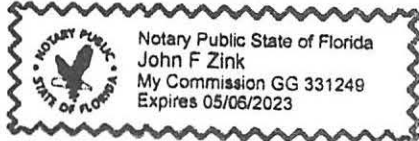
Print Name and Title President

22 day of April, 2021

ATTEST:



Corporate Secretary or other person
authorized to attest



(CORPORATE SEAL OR NOTARY)