

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND MICHELIN NORTH AMERICA, INC.
FOR BUS TIRE LEASING
CONTRACT NO. TRN2118573B2**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Michelin North America, Inc., a New York corporation registered to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into an open-end contract, Contract No. TRN2118573B2, dated March 17, 2020 (the "Original Agreement"), for Contractor to lease tires and provide related installation services to Broward County's Transportation Department ("BCT").

B. The Original Agreement was amended by a First Amendment, dated March 30, 2022, to provide certain price adjustments and increase the maximum not-to-exceed amount under the Original Agreement. The Original Agreement, as amended by the First Amendment, is referred to herein as the "Agreement."

C. The Initial Term of the Agreement was for an initial two-year term with three (3) one-year renewal terms. All renewal terms under the Agreement have been exercised, and the Agreement will expire on June 14, 2025.

D. The Parties now desire to further amend the Agreement to extend the term of the Agreement for an additional six months after the current expiration date, to increase unit prices due to market conditions, and to increase the maximum not-to-exceed payment amount allowable under 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 above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. The current expiration date of the Agreement is June 14, 2025. The Agreement is hereby extended for an additional six (6) months, ending December 14, 2025 (the "Final Extension Period"), at the rates set forth in this Amendment.

4. Contractor's unit prices will increase for the Final Extension Period, effective for work performed from June 15, 2025, through December 14, 2025, as follows:

<u>Final Extension Period</u> <u>(Effective June 15, 2025 – December 14, 2025)</u>					
<u>Item</u>	<u>Description</u>	<u>Unit</u>	<u>Qty</u>	<u>Unit Price</u>	<u>Total Price</u>
<u>Group 5-1</u>	<u>Year Five Lease – B305/85R X 22.5</u>	<u>MILE</u>	<u>3,430,000</u>	<u>0.00920</u>	<u>\$31,556.00</u>
<u>Group 5-2</u>	<u>Year Five Lease – B305/70R X 22.5</u>	<u>MILE</u>	<u>54,570,000</u>	<u>0.00868</u>	<u>\$473,668.00</u>
<u>Group 5-3</u>	<u>Year Five Lease – B315/80R X 22.5</u>	<u>MILE</u>	<u>2,362,000</u>	<u>0.00950</u>	<u>\$22,439.00</u>
<u>Group 5-4</u>	<u>Year Five Full Service Rate</u>	<u>MONTH</u>	<u>6</u>	<u>\$51,085.00</u>	<u>\$306,510.00</u>
			<u>FINAL EXTENSION PERIOD</u> <u>NOT-TO-EXCEED:</u>		<u>\$834,173.00</u>

5. The maximum amount for all goods and services provided under the Agreement is hereby increased by Eight Hundred Thirty-four Thousand One Hundred Seventy-three and 00/100 Dollars (\$834,173.00), from the current Agreement maximum not-to-exceed amount of Six Million, Eighty-seven Thousand, Seven Hundred Seventy-eight and 20/100 Dollars (\$6,087,778.20) to a new maximum amount not-to-exceed Six Million Nine Hundred Twenty-one Thousand, One Hundred Ninety-five and 20/100 Dollars (\$6,921,195.20). Payment shall be made only for goods and services actually received pursuant to the Agreement.

6. No Security Interest; Waiver of Lien Rights; Freedom of Substitution. Notwithstanding anything to the contrary in this Agreement, Contractor acknowledges and agrees that this Agreement does not create, and shall not be construed to create, any security interest, lien, or encumbrance against any real or personal property of County. Contractor hereby waives the ability to assert any lien rights under Florida law related to this Agreement. Furthermore, nothing in this Agreement shall be construed to limit County's right to obtain similar goods or services from any other source. Contractor shall have no expectation of exclusivity, continuation, or compensation beyond the term or appropriated funding of this Agreement. This provision shall survive the expiration or termination of the Agreement.

7. Tire Use and Title Acknowledgement. Contractor acknowledges and agrees that no individual tire leased under this Agreement will remain in use, mounted on a County vehicle, or otherwise located on County premises for more than thirty-six (36) months, except in the event that (i) County exercises its option to purchase the tire in accordance with the terms of this Agreement, or (ii) the tire is damaged, lost, or otherwise rendered unusable in a manner that results in the transfer of title to County under the terms of this Agreement.

8. Fiscal Year. Any and all payments required of County under this Agreement in any fiscal year are subject to both the appropriation and the availability of County funds pursuant to Chapter 129. Notwithstanding the foregoing, if County fails to pay any amount required to be paid under this Agreement when due, Contractor shall be entitled to pursue all otherwise available legal remedies including obtaining and enforcing a judgment for such amounts.
9. Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.
10. Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use 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 Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.
11. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or 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.
12. Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the Term.
13. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.
14. Ownership Disclosure Requirement. By January 1 of each year, Contractor must submit, and cause each of its Subcontractors to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.
15. Iron and Steel Products. If this Agreement is for a “public works project” as defined in Section 255.0993, Florida Statutes, then any iron or steel product permanently incorporated in

the project must be produced in the United States, unless specifically exempted in writing by the Contract Administrator in accordance with Section 255.0993, Florida Statutes.

16. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

17. In the event of any conflict or ambiguity between this Amendment, the First Amendment, or the Original Agreement, the Parties agree that the order of precedence shall be: (1) this Amendment; (2) the First Amendment; and (3) the Original Agreement. The Agreement, as amended herein by this 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 as amended in 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.

18. 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.

19. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

20. The effective date of this Amendment shall be the date of complete execution by the Parties.

21. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

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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 Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2025; and _____, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2025

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

Mckillop
By Erlandson Digitally signed by Mckillop Erlandson
Date: 2025.05.20 10:40:34 -04'00'
McKillop Erlandson (Date)
Assistant County Attorney

Douglas
By Gonzales Digitally signed by
Douglas Gonzales
Date: 2025.05.20
11:42:15 -04'00'
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

DRG/me
Second Amendment
5/12/2025
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**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND MICHELIN NORTH AMERICA, INC
FOR BUS TIRE LEASING
CONTRACT NO. TRN2118573B2**

CONTRACTOR

By: Ed Quigley
Authorized Signer

Ed Quigley Director of Sales & Operations, CXS AMN
Print Name and Title

19th day of May, 2025