



**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSULTANT
SERVICES FOR AVIATION PLANNING AND ADVISORY SERVICES (RFP# PNC2120792P1)**

This First Amendment ("First Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Kimley-Horn and Associates, Inc., a North Carolina corporation ("Consultant") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into an agreement dated December 14, 2021 ("Agreement"), for consultant services for aviation planning and advisory services at the Fort Lauderdale-Hollywood International Airport ("FLL") and the North Perry Airport ("HWO").

B. The Parties now desire to amend the Agreement to, among other things, increase the maximum not-to-exceed amount payable under the Agreement by Five Million Dollars (\$5,000,000) to provide funding for continued consultant services for aviation planning and advisory services at FLL and HWO and update certain terms 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 above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this First 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 First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Section 5.1.2 of the Agreement is amended as follows:

5.1.2 Maximum Amount Not-To-Exceed. ~~For~~ The aggregate **compensation** of all Work Authorizations issued under this Agreement (inclusive of all Extension Terms) shall not exceed ~~Five Million Dollars (\$5,000,000)~~ **Ten Million Dollars (\$10,000,000)**, which includes ~~Two Hundred Thousand Dollars (\$200,000)~~ **Four Hundred Thousand Dollars (\$400,000)** for potential reimbursables to be authorized pursuant to Section 5.3.

4. Section 7.7 of the Agreement is amended as follows:

7.7 **Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern.** Consultant 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. Consultant 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. **Consultant represents that it is, and for the duration of the term will remain, in compliance with Section 286.101, Florida Statutes.**

5. New Sections 11.33 and 11.34 are added to the Agreement as follows (bold/underlining omitted):

11.33 Polystyrene Food Service Articles. Consultant 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.

11.34 Ownership Disclosure Requirement. By January 1 of each year, Consultant must submit, and cause each of its Subconsultants 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.

6. Entities of Foreign Concern. By execution of this First Amendment, the undersigned authorized representative of Consultant hereby attests under penalty of perjury as follows: Consultant is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Consultant; and the undersigned authorized representative of Consultant declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

7. Anti-Human Trafficking. By execution of this First Amendment by an authorized representative of Consultant, Consultant hereby attests under penalty of perjury that Consultant 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 Consultant declares that they have read the foregoing statement and that the facts stated in it are true.

8. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control. The Agreement, as amended herein by this First 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 by this First 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 First 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. Consultant acknowledges that through the date this First Amendment is executed by Consultant, Consultant has no claims or disputes against County with respect to any of the matters covered by the Agreement.

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

12. This First 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.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First 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 _____, 20__; and Kimley-Horn and Associates, Inc., 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 _____, 20__

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

Kailie Rush Digitally signed by Kailie Rush
Date: 2025.03.18 15:15:52 -04'00'
By _____
Kailie Rush (Date)
Assistant County Attorney

Alexander J. Williams, Jr. Digitally signed by Alexander
J. Williams, Jr.
Date: 2025.03.18 16:26:15
-04'00'
By _____
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

KR/ch
Kimley-Horn First Amendment
02/12/2025
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BROWARD COUNTY AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONSULTANT SERVICES
FOR AVIATION PLANNING AND ADVISORY SERVICES (RFP# PNC2120792P1)

CONSULTANT

KIMLEY-HORN AND ASSOCIATES, INC.

By: Jill Capelli
Authorized Signer

Jill Capelli, Senior Vice President
Print Name and Title

12 day of March, 2025