

FIRST AMENDMENT TO SELF-SERVICE BAGGAGE CART CONCESSION AGREEMENT

This First Amendment ("First Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Smarte Carte, Inc. ("Concessionaire") (collectively, the "Parties"), is entered into effective as of the date this First Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. County and Concessionaire entered into a Self-Service Cart Concession Agreement Between Broward County, Florida and Smarte Carte, Inc. RFP #20150428-0-AV-01, on November 10, 2015, and the term commenced on December 1, 2015 ("Agreement").

B. The Agreement is currently scheduled to expire on November 30, 2020.

C. The Parties desire to extend the term of the Agreement for an additional three (3) years and provide for two (2) one (1) year optional extension terms.

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

1. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

2. Article II of the Agreement is amended as follows:

2.1 The term of this Agreement ("Term") shall commence on December 1, 2015, ("Commencement Date") ~~and shall terminate for an initial period of five (5) years from such date at~~ until 11:59 p.m. on November 30, 2020, followed immediately by an extension period of three (3) years from December 1, 2020, through 11:59 p.m. on November 30, 2023, unless sooner terminated as provided herein.

2.2 At least sixty (60) days prior to the conclusion of the then-current Term or the first Option Period (as defined herein), Concessionaire may request that the Aviation Director approve an extension of the Term of this Agreement for one (1) year (each one (1) year term shall be an "Option Period"), up to a total of two (2) one-year Option Periods. If requested and if Concessionaire is in full compliance with the terms and conditions of this Agreement at the time of such request, the Director of Aviation, in his or her sole discretion, may approve the Option Period. The Director shall respond in writing to the request for the Option Period within thirty (30) days after receipt; failure of the Director to respond within such period shall be deemed a denial of request. If the requested Option Period is approved, the duration of this Agreement shall be extended for a period of one Contract Year, unless terminated earlier as provided in this Agreement.

3. Section 3.1 (a) of the Agreement is amended as follows:

3.1 Subject to the terms, provisions, and conditions hereof, the Concessionaire shall have the non-exclusive right, privilege and obligation to operate the Concession within the Airport Terminals, RCC and Parking Facilities according to the terms and conditions of this Agreement. Concessionaire shall operate from the Assigned Areas depicted on **Exhibit A**, attached hereto and made a part hereof. Additionally, Concessionaire has the right to sell advertising for placement on luggage carts and/or CMUs. Advertising content must be pre-approved by the Aviation Department.

- (a) The maximum charge for renting a Cart shall not exceed ~~Five Dollars (\$5.00)~~ Six Dollars (\$6.00), except that in the FIS area, baggage carts will be provided at no charge to the user with no time limit imposed. The Concessionaire shall provide passengers who pay for Carts and are going to and from the RCC a token, to avoid having travelers pay twice for Carts during one visit to the Airport and the Concessionaire shall not add any surcharge(s) to the end user's cost for use of Concessionaire's service.

4. Article XXII of the Agreement is amended by adding a new Section 22.49 to read as follows:

22.49 Verification of Employment Eligibility. Concessionaire represents that Concessionaire and each of Concessionaire's subcontractors 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 Concessionaire violates this section, County may immediately terminate this Agreement for cause and Concessionaire shall be liable for all costs incurred by County due to the termination.

5. The Agreement, as amended herein, 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 or 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.

6. Concessionaire acknowledges that, through the date hereof, it has no claims against the County with respect to any of the matters covered by the Agreement, as amended hereby, and it has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended hereby.

7. 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.

8. The Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

9. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. This First 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 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 _____, _____, and Smarte Carte, Inc., signing by and through its _____ duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: _____
_____ day of _____, 20__

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

Sharon V.

By: Thorsen
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

Digitally signed by Sharon V.
Thorsen
Date: 2020.11.10 16:09:13
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SVT/ch
Smart Carte 1st Amend
10/15/2020
80071.0078

FIRST AMENDMENT TO FIRST AMENDMENT TO SELF-SERVICE BAGGAGE CART CONCESSION
AGREEMENT

CONCESSIONAIRE

Smarte Carte, Inc.

Witness:
Victoria Gibbs
Signature

Victoria Gibbs
Print Name of Witness above

[Signature]
Signature

Michael Mulrow
Print Name of Witness above

By: [Signature]
Authorized Signor

Gregory C. Schultz
General Counsel
Print Name and Title

4th day of November, 2020