

**SECOND AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND FUEL
FACILITY MANAGEMENT, INC., FOR MANAGEMENT OF THE RENTAL CAR CENTER
FUELING FACILITY AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT**

This Second Amendment ("Second Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Fuel Facility Management, Inc., a Florida corporation ("Contractor") (collectively, the "Parties"), is effective on the date this Second Amendment is fully executed by the Parties ("Amendment Effective Date").

RECITALS

A. On October 21, 2020, the Parties entered into an Agreement for Management of the Rental Car Center Fueling Facility at the Fort Lauderdale-Hollywood International Airport, which was amended by a First Amendment dated September 22, 2021 (collectively, as so amended, the "Agreement").

B. In accordance with Section 4.3 of the Agreement, the Parties would like to enter into this Second Amendment for the purpose of, among other things, extending the Term of the Agreement by one (1) year.

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

1. The recitals stated above are accurate and are fully incorporated herein. Unless expressly defined in this Second Amendment, all capitalized terms used in this Second Amendment shall have the meanings given to such terms in the Agreement.
2. The Term of the Agreement is hereby extended by one (1) year. **Exhibit B** to the Agreement (i.e., the Payment Schedule) is hereby replaced and superseded by the revised **Exhibit B** attached hereto and made a part hereof. Effective as of the Amendment Effective Date, every reference in the Agreement to **Exhibit B** shall be deemed a reference to the revised **Exhibit B** attached hereto.
3. The fourth sentence of Section 5.1 of the Agreement is amended as follows (words with a strikethrough are deletions): "The maximum not-to-exceed reimbursement amount for Emergency Services shall not exceed One Hundred Thousand Dollars (\$100,000.00) during the ~~Initial~~ Term."
4. Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force and effect. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, this Second Amendment shall control.
5. Preparation of this Second 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.

6. Each individual executing this Second Amendment represents and warrants that they are, on the date they sign this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and do so with full legal authority.

7. Multiple originals of this Second Amendment may be executed by the Parties, each of which shall be deemed an original. This Second Amendment may be executed in counterparts, whether signed physically or electronically, which, taken together, shall have the force and effect of one and the same original document.

8. Contractor acknowledges that through the date this Second Amendment is executed by Contractor, Contractor has no claims against County with respect to any of the matters covered by the Agreement, including as amended herein, and Contractor has no right of set-off or counterclaims against any of the amounts payable under the Agreement, including as amended herein.

[The remainder of this page has been intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 _____, 2023, and FUEL FACILITY MANAGEMENT, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

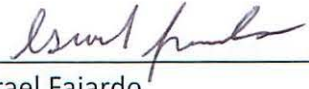
ATTEST:

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

By  10/7/23
Israel Fajardo (Date)
Assistant County Attorney

By  10/5/23
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

IF/em:ch
Second Amendment to FFM Agreement
08/15/2023
80071.0133

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CONTRACTOR

FUEL FACILITY MANAGEMENT, INC.

By: *[Signature]*
Authorized Signor

Saret Hooser
Printed Name and Title

7 day of September, 2023

WITNESS/ATTEST: *[Signature]*
Corporate Secretary or other witness

(CORPORATE SEAL OR NOTARY)

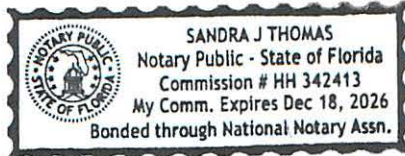


EXHIBIT B - PAYMENT SCHEDULE

The rates specified below shall be in effect for the entire term of the Agreement, including any renewal or extension term(s), unless otherwise expressly stated below. Any goods or services required under this Agreement for which no specific fee or cost is expressly stated in this Payment Schedule shall be deemed to be included, at no extra cost, within the costs and fees expressly provided for in this **Exhibit B**.

12/01/2020-11/30/2021 Maximum not-to exceed amount		12/01/2021-11/30/2022 Maximum not-to exceed amount		12/01/2022-11/30/2023 Maximum not-to exceed amount		12/01/2023-11/30/2024 Maximum not-to exceed amount	
Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost
\$84,083.33	\$1,009,000.00	\$85,658.33	\$1,027,900.00	\$87,280.33	\$1,047,364.00	\$87,280.33	\$1,047,364.00

Emergency Services reimbursement of cost not to exceed \$100,000.00 for the Term of this Agreement.

Four Year Maximum not-to-exceed amount (includes Emergency Services reimbursement): \$4,231,628.00