

**AGREEMENT BETWEEN BROWARD COUNTY AND FUEL FACILITY MANAGEMENT, INC.
FOR MANAGEMENT OF THE RENTAL CAR CENTER FUELING FACILITY FORT LAUDERDALE-
HOLLYWOOD INTERNATIONAL AIRPORT (RFP # PNC2120084P1)**

This Agreement (“Agreement”) is made and entered by and between Broward County, a political subdivision of the State of Florida (“County”), and Fuel Facility Management, Inc., a Florida corporation (“Contractor”) (collectively, County and Contractor are referred to as the “Parties”).

RECITALS

A. County owns and operates Fort Lauderdale-Hollywood International Airport located in Broward County, Florida (“Airport”).

B. County owns and operates a Joint-Use Facility at the Airport, a portion of which is used by rental car companies for the operation of nonexclusive rental car businesses.

C. County conducted a competitive solicitation seeking proposals from qualified and experienced operators for the management and operation of the fueling facility located in the Consolidated Rental Car Center.

D. Contractor is engaged in the business of managing and operating multi-user automobile fueling operations and received the highest ranking during the competitive solicitation.

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

ARTICLE 1. DEFINITIONS

1.1 **Airport** means the Fort Lauderdale-Hollywood International Airport located in Broward County, Florida, and all property encompassed within the boundaries of the Fort Lauderdale-Hollywood International Airport.

1.2 **Applicable Laws** means All Environmental Laws and any and all applicable laws, codes, advisory circulars, rules, regulations, ordinances, and resolutions of any governmental or quasi-governmental entity relating to the Airport, the Premises, Services, or activities at the Airport, Premises, that have been or may hereinafter be adopted, including, but not limited to, all applicable federal, state, County, and local, quasi-governmental agency laws, codes, advisory circulars, rules, regulations, ordinances, resolutions, development orders, grant agreements, and the Minimum Standards.

1.3 **Aviation Department** or **BCAD** means the Broward County Aviation Department or any successor agency.

- 1.4 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.5 **Contract Administrator** means the Director of Business and Property Management of the Aviation Department, or his or her designee, pursuant to written delegation by the Director of Aviation, or such other person designated by same in writing.
- 1.6 **Contract Year** means the twelve (12) month period beginning on the Commencement Date, and ending on the last day of the twelfth month thereafter, and each twelve-month period thereafter.
- 1.7 **County Business Enterprise** or **CBE** means a small business certified as meeting the requirements of Section 1-81, Broward County Code of Ordinances.
- 1.8 **Consolidated Rental Car Center** or **RCC** means that portion of the Joint-Use Facility that is designated for rental car concession operations as more fully described in **Exhibit A-1**. The RCC includes the associated structures, roadways, facilities, infrastructure improvements to utilities, and other infrastructure on Levels 1 through 5 of the Joint-Use Facility, including, but not limited to: (i) the Customer Service Area, (ii) the Ready/Return Area, (iii) the quick turn-around area (“QTA”), (iv) the Storage Area, and (v) the Common Concessionaire Area.
- 1.9 **Consolidated Rental Car Fueling Facility** or **Fueling Facility** means the area of the RCC designated in **Exhibit A-1** including, but not limited to, the fuel storage tank system and its mechanical, electronic, and computerized equipment that controls and records the dispensing and delivery of fuel and other fluids and the pumping system, computerized data management systems, card access systems, monitoring systems, software and licenses, and life-safety and environmental protection systems, and any other administrative or management systems related thereto.
- 1.10 **Discharge** means any accidental or intentional spilling, leaking, pumping, pouring, emitting, emptying, releasing, or dumping of Materials into the air, onto or in the soil, into the groundwater, into the surface water, or onto an impervious surface that has the potential to discharge into the water or onto the soil.
- 1.11 **Environmental Laws** means any and all applicable federal, state, county, and local statutes, ordinances, regulations, codes, rules, laws, permits, orders, advisory circulars, resolutions, development orders, grant agreements, and directives of any federal, state, or local court, governmental, or quasi-governmental entity with jurisdiction of such matter that have been or may hereafter be adopted, including, but not limited to, those relating to the generation, use, storage, transportation, or disposal of hazardous materials. Such laws include, but are not limited to: the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 USC § 9601, et seq.); the Resources Conservation and Recovery Act of 1976 (42 USC § 6901, et seq.); the Clean Water Act (33 USC § 1251 et seq.); the Safe Drinking Water Act (42 USC § 300 et seq.); the Hazardous Materials Transportation Act (49 USC § 5101 et seq.); the Toxic Substance Control Act (15 USC § 2601, et seq.); Chapters 373, 376, and 403, Florida Statutes, and rules

adopted thereunder, specifically including, but not limited to, Rules 62-761 and 62-762, Florida Administrative Code; and Chapter 27 of the Broward County Code of Ordinances, specifically including, but not limited to, Article X, Storage Tanks, and Article XII, Hazardous Material.

1.12 **Environmental Site Assessment** means a document based on one or more environmental site assessments, examinations, inspections, tests, inquiries, and surveys necessary to identify Recognized Environmental Conditions, contamination, pollutants, and the presence of hazardous materials, hazardous substances, or other Materials in, on, or under the surface of the Premises or real property impacted by the condition of the Premises, including Environmental Site Assessments conducted in accordance with American Society for Testing and Materials (“ASTM”) E1527 - 13, ASTM E2247 - 16, or Rule 62-780, Florida Administrative Code.

1.13 **Materials** means any pollutant, contaminant, petroleum product, hydrocarbon contamination, hazardous substances, hazardous materials, or other material regulated pursuant to Applicable Laws.

1.14 **Joint-Use Facility** means the nine-level garage structure constructed and owned by County, a part of which is the RCC.

1.15 **Purchasing Director** means County’s Director of Purchasing as appointed by the Broward County Administrator.

1.16 **Rental Car Concessionaire(s) or Concessionaire(s)** means the rental car companies that have entered into a concession agreement with County to provide rental car services to rental car customers at the Airport from the Joint-Use Facility.

1.17 **Services** means all work required by Contractor under this Agreement, including without limitation all deliverables, consulting, training, project management, or other services specified in **Exhibit A**.

1.18 **Subcontractor** means an entity or individual providing services to County through Contractor for all or any portion of the work under this Agreement. The term “Subcontractor” shall include all subconsultants.

ARTICLE 2. EXHIBITS

The following exhibits are attached hereto and incorporated into this Agreement:

Exhibit A	Scope of Services
Exhibit B	Payment Schedule
Exhibit C	Minimum Insurance Coverages
Exhibit D	Work Authorization Form
Exhibit E	Certification of Payments to Subcontractors and Suppliers
Exhibit F	Security Requirements

Exhibit G	Nondiscrimination Requirements
Exhibit H	Environmental Documents
Exhibit I	Management and Operation Plan

ARTICLE 3. SCOPE OF SERVICES

3.1 Scope of Services. Contractor shall perform all work identified in this Agreement including, without limitation, the work specified in **Exhibit A** (the “Scope of Services”). The Scope of Services is a description of Contractor’s obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

3.2 Optional Services. Contractor acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement except as expressly set forth in this Agreement or, to the extent applicable, set forth in the Broward County Procurement Code. To the extent any goods or services under this Agreement, or the quantity thereof, are identified as optional (“Optional Services”), County may select the type, amount, and timing of such goods or services pursuant to a work authorization (“Work Authorization”) in substantially the form attached as **Exhibit D** executed by Contractor and County pursuant to this section, provided that no such selection, when combined with those goods or services required under this Agreement, would result in a payment obligation exceeding the applicable maximum amount stated in Section 5.1. Notwithstanding anything to the contrary in this Agreement, Work Authorizations for Optional Services shall be executed on behalf of County as follows: (a) the Contract Administrator may execute Work Authorizations for which the total cost to County in the aggregate is less than \$50,000.00; (b) the Purchasing Director may execute Work Authorizations for which the total cost to County in the aggregate is within the Purchasing Director’s delegated authority; and (c) any Work Authorization above the Purchasing Director’s delegated authority requires express approval by the Board. Subsequent to the full execution of any Work Authorization, the Contract Administrator will issue a Notice to Proceed for those authorized Optional Services. Contractor shall not commence work on any Work Authorization until after receipt of a purchase order and Notice to Proceed.

ARTICLE 4. TERM AND TIME OF PERFORMANCE

4.1 This Agreement shall become effective on the date it is fully executed by the Parties (“Effective Date”).

4.2 The term of this Agreement shall commence on December 1, 2020 (“Commencement Date”) and shall end on November 30, 2023 (“Initial Term”) unless otherwise extended or terminated as permitted in this Agreement.

4.3 Extensions. County shall have the option to renew this Agreement for up to two (2) additional one (1) year terms (each an "Extension Term"). If County desires to enter into an Extension Term, County shall send written notice to Contractor at least ninety (90) days prior to expiration of the then current Term requesting that the Parties meet to negotiate compensation for the Extension Term. The Parties shall meet within thirty (30) days from the date the County sends the notice to Contractor to begin to negotiate compensation for the Extension Term. The extension of this Agreement for an Extension Term shall be contingent upon the Parties reaching an agreement for compensation for the Extension Term, which shall be reflected in a written amendment to this Agreement. The amendment relating to compensation for the Extension Term shall be subject to Board approval. The Initial Term, any Extension Terms, and any other additional extensions are collectively referred to as the "Term."

4.4 Additional Extension. In the event unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an Extension Term not practicable, or if no extension is available and expiration of this Agreement would, as determined by the Purchasing Director, result in a gap in the provision of services necessary for the ongoing operations of County, then the Purchasing Director may extend this Agreement on the same terms and conditions for period(s) not to exceed six (6) months in the aggregate. The Purchasing Director may exercise this option by written notice stating the duration of the extended period, which notice shall be provided to Contractor at least thirty (30) days prior to the end of the then-current term.

4.5 Extension Rates and Terms. For any extension beyond the Initial Term, Contractor shall be compensated at the rates in effect when the extension was invoked by County, unless otherwise expressly stated in **Exhibit B**. Contractor shall continue to provide the Services upon the same terms and conditions as set forth in this Agreement for such extended period.

4.6 Fiscal Year. The continuation of this Agreement beyond the end of any County fiscal year is subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

4.7 Time of the Essence. All duties, obligations, and responsibilities of Contractor required by this Agreement shall be completed in accordance with all requirements of this Agreement. Time is of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 5. COMPENSATION

5.1 County will pay Contractor in accordance with **Exhibit B** for Services actually performed and completed pursuant to this Agreement. For the first Contract Year, the maximum not-to-exceed amount to be paid to Contractor is One Million Nine Thousand Dollars (\$1,000,009.00) for Services actually performed and completed pursuant to this Agreement. The maximum not-to-exceed amount for each subsequent Contract Year shall be adjusted as set forth in **Exhibit B**

(Payment Schedule). The amount paid per this section and **Exhibit B** for each Contract Year shall be accepted by Contractor as full compensation for all such Services. All payments shall be made as specified in Section 5.2. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services required under this Agreement.

5.2 Method of Billing and Payment.

5.2.1 Contractor may submit invoices for compensation no more often than on a monthly basis, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days after the end of the month covered by the invoice, except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the Services performed and, as applicable, the personnel, hours, tasks, or other details as requested by the Contract Administrator. If Contractor subcontracts any Services under this Agreement, Contractor shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (**Exhibit E**). The certification shall be accompanied by a copy of the notification sent to each unpaid Subcontractor listed on the form, explaining the good cause why payment has not been made to that Subcontractor.

5.2.2 Any invoice submitted by Contractor shall be in the amount set forth in **Exhibit B** for the applicable Services, minus any agreed upon retainage as stated in **Exhibit B**. Retainage amounts shall only be invoiced to County upon completion of all Services under this Agreement, unless otherwise stated in **Exhibit B**.

5.2.3 County shall pay Contractor within thirty (30) days of receipt of Contractor's proper invoice, as required under the "Broward County Prompt Payment Ordinance," Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the then-current form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement. Payment shall be made to Contractor at the address designated in the Notices section.

5.2.4 Contractor shall pay Subcontractors and suppliers within fifteen (15) days following receipt of payment from County for such subcontracted work or supplies. Contractor agrees that if it withholds an amount as retainage from Subcontractors or suppliers, it will release such retainage and pay same within fifteen (15) days following receipt of payment of retained amounts from County. Failure to pay a Subcontractor or supplier in accordance with this subsection shall be a material breach of this Agreement,

unless Contractor demonstrates that such failure to pay results from a bona fide dispute with the Subcontractor or supplier and, further, Contractor promptly pays the applicable amount(s) to the Subcontractor or supplier upon resolution of the dispute. Contractor shall include requirements substantially similar to those set forth in this subsection in its contracts with Subcontractors and suppliers.

5.3 Withholding by County. Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with any provision of this Agreement. The amount withheld shall not be subject to payment of interest by County.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

6.1 Representation of Authority. Contractor represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of Contractor, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that Contractor has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to Contractor. Contractor further represents and warrants that execution of this Agreement is within Contractor's legal powers, and each individual executing this Agreement on behalf of Contractor is duly authorized by all necessary and appropriate action to do so on behalf of Contractor and does so with full legal authority.

6.2 Solicitation Representations. Contractor represents and warrants that all statements and representations made in Contractor's proposal, bid, or other supporting documents submitted to County in connection with the solicitation, negotiation, or award of this Agreement, including during the procurement or evaluation process, were true and correct when made and are true and correct as of the date Contractor executes this Agreement, unless otherwise expressly disclosed in writing by Contractor.

6.3 Contingency Fee. Contractor represents that it has not paid or agreed to pay any person or entity, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.4 Truth-In-Negotiation Representation. Contractor's compensation under this Agreement is based upon its representations to County, and Contractor certifies that the wage rates, factual unit costs, and other information supplied to substantiate Contractor's compensation, including without limitation in the negotiation of this Agreement, are accurate, complete, and current as of the date Contractor executes this Agreement. Contractor's compensation will be reduced to exclude any significant sums by which the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs.

6.5 Public Entity Crime Act. Contractor represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. Contractor further represents that there has been no determination that it committed a “public entity crime” as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a “public entity crime” regardless of the amount of money involved or whether Contractor has been placed on the convicted vendor list.

6.6 Discriminatory Vendor and Scrutinized Companies Lists. Contractor represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. Contractor further represents that it is not ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes.

6.7 Warranty of Performance. Contractor represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services under this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render Services. Contractor represents and warrants that the Services under this Agreement shall be performed in a skillful and respectful manner, and that the quality of all such services shall equal or exceed prevailing industry standards for the provision of such services.

6.8 Domestic Partnership Requirement. Unless this Agreement is exempt from the provisions of the Broward County Domestic Partnership Act, Section 16½-157, Broward County Code of Ordinances, Contractor certifies and represents that it will comply with the provisions of Section 16½-157 for the duration of this Agreement, and the contract language referenced in Section 16½-157 is deemed incorporated in this Agreement as though fully set forth in this section.

6.9 Breach of Representations. In entering into this Agreement, Contractor acknowledges that County is materially relying on the representations and warranties of Contractor stated in this article. County shall be entitled to recover any damages it incurs to the extent any such representation or warranty is untrue. In addition, if any such representation or warranty is false, County shall have the right, at its sole discretion, to terminate this Agreement without any further liability to Contractor, to deduct from the compensation due Contractor under this Agreement the full amount of any value paid in violation of a representation or warranty, or to recover all sums paid to Contractor under this Agreement. Furthermore, a false representation may result in debarment from County’s competitive procurement activities.

ARTICLE 7. INDEMNIFICATION

Contractor shall indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Agreement, and caused or alleged to be caused, in whole or in part, by any intentional, reckless, or negligent act or omission of Contractor, its officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement (collectively, a "Claim"). In the event any Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by the County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due Contractor under this Agreement may be retained by County until all Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County.

ARTICLE 8. INSURANCE AND SECURITY DEPOSIT

8.1 For the duration of the Agreement, Contractor shall, at its sole expense, maintain the minimum insurance coverages stated in **Exhibit C** in accordance with the terms and conditions of this article. Contractor shall maintain insurance coverage against claims relating to any act or omission by Contractor, its agents, representatives, employees, or Subcontractors in connection with this Agreement. County reserves the right at any time to review and adjust the limits and types of coverage required under this article.

8.2 Contractor shall ensure that "Broward County" is listed and endorsed as an additional insured as stated in **Exhibit C** on all policies required under this article.

8.3 On or before the Effective Date or at least fifteen (15) days prior to commencement of Services, Contractor shall provide County with a copy of all Certificates of Insurance or other documentation sufficient to demonstrate the insurance coverage required in this article. If and to the extent requested by County, Contractor shall provide complete, certified copies of all required insurance policies and all required endorsements within thirty (30) days after County's request.

8.4 Contractor shall ensure that all insurance coverages required by this article shall remain in full force and effect for the duration of this Agreement and until all performance required by Contractor has been completed, as determined by Contract Administrator. Contractor or its insurer shall provide notice to County of any cancellation or modification of any required policy at least thirty (30) days prior to the effective date of cancellation or modification, and at least ten

(10) days prior to the effective date of any cancellation due to nonpayment, and shall concurrently provide County with a copy of its updated Certificates of Insurance evidencing continuation of the required coverage(s). Contractor shall ensure that there is no lapse of coverage at any time during the time period for which coverage is required by this article.

8.5 Contractor shall ensure that all required insurance policies are issued by insurers: (1) assigned an A. M. Best rating of at least "A-" with a Financial Size Category of at least Class VII; (2) authorized to transact insurance in the State of Florida; or (3) a qualified eligible surplus lines insurer pursuant to Section 626.917 or 626.918, Florida Statutes, with approval by County's Risk Management Division.

8.6 If Contractor maintains broader coverage or higher limits than the minimum insurance requirements stated in **Exhibit C**, County shall be entitled to any such broader coverage and higher limits maintained by Contractor. All required insurance coverages under this article shall provide primary coverage and shall not require contribution from any County insurance, self-insurance or otherwise, which shall be in excess of and shall not contribute to the insurance required and provided by Contractor.

8.7 Contractor shall declare in writing any self-insured retentions or deductibles over the limit(s) prescribed in **Exhibit C** and submit to County for approval at least fifteen (15) days prior to the Effective Date or commencement of Services. Contractor shall be solely responsible for and shall pay any deductible or self-insured retention applicable to any claim against County. County may, at any time, require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. Contractor agrees that any deductible or self-insured retention may be satisfied by either the named insured or County, if so elected by County, and Contractor agrees to obtain same in endorsements to the required policies.

8.8 Unless prohibited by the applicable policy, Contractor waives any right to subrogation that any of Contractor's insurer may acquire against County, and agrees to obtain same in an endorsement of Contractor's insurance policies.

8.9 Contractor shall require that each Subcontractor maintains insurance coverage that adequately covers the Services provided by that Subcontractor on substantially the same insurance terms and conditions required of Contractor under this article. Contractor shall ensure that all such Subcontractors comply with these requirements and that "Broward County" is named as an additional insured under the Subcontractors' applicable insurance policies.

8.10 In the event Contractor or any Subcontractor fails to maintain the insurance required by this Agreement, County may pay any costs of premiums necessary to maintain the required coverage and deduct such costs from any payment otherwise due to Contractor. Contractor shall not permit any Subcontractor to provide Services under this Agreement unless and until the

requirements of this article are satisfied. If requested by County, Contractor shall provide, within one (1) business day, evidence of each Subcontractor's compliance with this section.

8.11 If any of the policies required under this article provide claims-made coverage: (1) any retroactive date must be prior to the Effective Date; (2) the required coverage must be maintained after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**, and (3) if coverage is canceled or nonrenewed and is not replaced with another claims-made policy form with a retroactive date prior to the Effective Date, Contractor must obtain and maintain "extended reporting" coverage that applies after termination or expiration of the Agreement for at least the duration stated in **Exhibit C**.

8.12 Security Deposit. As security for the performance of Contractor's obligations under this Agreement, Contractor shall post a security deposit with County equal to the amount of five hundred thousand dollars (\$500,000) ("Security Deposit"). The Security Deposit shall be submitted to County within forty-eight hours after Board approval of this Agreement. The Security Deposit shall be either in the form of cash, an irrevocable letter of credit ("Letter of Credit") in form and substance satisfactory to County, or a payment and performance bond ("Bond") in form and substance satisfactory to County. No interest shall be due or paid on the Security Deposit. Upon at least fourteen (14) days' notice to Contractor, County may increase the amount of the required Security Deposit if County determines, in its sole discretion, an increase is warranted due to increased obligations under this Agreement or based upon Contractor's payment or performance history at the Airport. In the event of any default, in addition to any other rights and remedies available to County at law or in equity, County shall be entitled to draw down up to the full amount of the Security Deposit and apply same to any unsatisfied obligations and all amounts owed, whether before or after the expiration or earlier termination of this Agreement. Within five (5) business days after notice from County of any such draw, Contractor shall replenish the Security Deposit with cash, a new Letter of Credit, or a new Bond, as applicable, so it equals the full amount of the required Security Deposit. If a Letter of Credit is posted, the initial term and all renewal terms of the Letter of Credit shall be for a period of not less than one (1) year, and the Letter of Credit shall be kept in full force and effect throughout the term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If a Bond is posted, the Bond shall provide coverage and be kept in full force and effect throughout the term and for a period of six (6) months following the expiration or earlier termination of this Agreement. If Contractor posts a cash deposit, then such cash deposit shall be retained by County throughout the term and for a period of six (6) months following the expiration or earlier termination of this Agreement. Not less than one hundred twenty (120) days prior to any expiration date of the Letter of Credit or Bond, Contractor shall submit evidence in form satisfactory to County that said security instrument has been renewed. Each Letter of Credit shall be provided by a financial institution authorized to do business in the State of Florida that has a resident agent in Broward County and has been in business with a record of successful continuous operation for at least five (5) years. Each Bond shall be executed by a surety company authorized to do business in the State of Florida, having a resident agent in Broward County, and having been in business with a record of successful continuous operation

for at least five (5) years. Any failure by Contractor to strictly comply with the terms of this section shall constitute a default and the obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 9. TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by County, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective thirty (30) days after such notice of termination for cause is provided.

9.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

9.2.1 Contractor's failure to suitably perform the Services, failure to continuously perform the Services in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

9.2.2 If Contractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if Contractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if Contractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes;

9.2.3 By the Contract Administrator or the Director of Office of Economic and Small Business Development ("OESBD") for any fraud, misrepresentation, or material misstatement by Contractor in the award or performance of this Agreement or that otherwise violates any applicable requirement of Section 1-81, Broward County Code of Ordinances; or

9.2.4 By the Director of OESBD upon the disqualification of Contractor as a CBE if Contractor's status as a CBE was a factor in the award of this Agreement and such status was misrepresented by Contractor, or upon the disqualification of one or more of Contractor's CBE participants by County's Director of OESBD if any such participant's status as a CBE firm was a factor in the award of this Agreement and such status was

misrepresented by Contractor during the procurement or the performance of this Agreement.

9.2.5 Contractor fails to maintain, increase, or renew the Security Deposit.

9.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

9.4 In the event this Agreement is terminated for convenience by County, Contractor shall be paid for any Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. Contractor acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by Contractor, for County's right to terminate this Agreement for convenience.

9.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 10. EQUAL EMPLOYMENT OPPORTUNITY AND CBE COMPLIANCE

10.1 Neither Contractor nor Subcontractor shall discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Contractor shall include the foregoing or similar language in its contracts with any Subcontractors, except that any project assisted by the U.S. Department of Transportation funds shall comply with the nondiscrimination requirements in 49 C.F.R. Parts 23 and 26. Failure by Contractor to carry out these requirements is a material breach of this Agreement which may result in the termination of this Agreement or such other remedy as County deems appropriate.

10.2 Contractor shall comply with all applicable requirements of Section 1-81, Broward County Code of Ordinances, in the award and administration of this Agreement. Failure by Contractor to carry out any of the requirements of this article shall constitute a material breach of this Agreement, which shall permit County to terminate this Agreement or exercise any other remedy provided under this Agreement, the Broward County Code of Ordinances, the Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

10.3 Although no CBE goal has been set for this Agreement, County encourages Contractor to give full consideration to the use of CBE firms to perform work under this Agreement.

ARTICLE 11. ENVIRONMENTAL COMPLIANCE

11.1 Environmental Compliance. County shall obtain Environmental Site Assessment(s) of the Fueling Facility, copies of which will be provided to Contractor, as follows: (1) within ninety (90) calendar days after the Commencement Date, and (2) no later than ninety (90) calendar days prior to the date this Agreement shall terminate or within ninety (90) calendar days after the date of termination if the Agreement is terminated earlier under the provisions of this Agreement. The Environmental Site Assessment shall not release any party, including, but not limited to, Contractor, from any liability under any Applicable Laws or in any way to limit the regulatory powers of the County or any of its agencies.

11.1.1 Contractor shall provide the Contract Administrator, on an annual basis, with the following documents: (1) a list of all Materials stored, used, generated, or disposed of at, on, or deriving from the Fueling Facility; and (2) an annual report documenting all inspections, repairs, and upgrades to the Fueling Facility, including, but not limited to, environmental testing reports and detailed and comprehensive fuel storage tank system integrity tests conducted on an annual basis in a manner mutually agreed upon by County and Contractor and in compliance with Applicable Laws. In addition, Contractor shall complete the form attached hereto as **Exhibit H** with respect to matters pertaining to the Fueling Facility and shall deliver same to County contemporaneously with its execution of this Agreement. Contractor represents that the matters disclosed on such form will be accurate and complete as of the Effective Date. At the request of the Contract Administrator (not more than once a year), Contractor shall provide an accurate and complete update as to the matters set forth on **Exhibit H**.

11.1.2 Contractor shall comply with all Applicable Laws and the requirements of any Development Order pertaining to the Airport, issued to County pursuant to Chapter 380, Florida Statutes, including without limitation those addressing the following:

- (a) Proper use, storage, treatment and disposal of Materials, including contracting with a licensed hazardous waste transporter and/or treatment and disposal facility to assure proper transport and disposal of hazardous waste and other Materials;
- (b) Proper use, disposal and treatment of stormwater runoff, including the construction and installation of adequate pre-treatment devices or mechanisms on the premises, if applicable; it is acknowledged that County will maintain the stormwater facilities in the Fueling Facility;
- (c) Adequate inspection, licensing, insurance, and registration of existing and future storage tanks, storage tank systems, and ancillary facilities for the Fueling Facility in compliance with all County, local, state and federal standards, including the installation and operation of adequate monitoring devices and leak detection

systems, all in accordance with Rules 62-761 and 62-762, Florida Administrative Code, Articles X and XII of Chapter 27, Broward County Code of Ordinances and other applicable laws and regulations;

(d) Adequate facilities on the premises for management of industrial waste, industrial wastewater, and Materials and the proper disposal thereof; and

(e) Compliance with reporting and notification requirements of Title III of the Superfund Amendment and Chapter 27 of the Broward County Code of Ordinances, as applicable and as such laws may be amended from time to time.

11.2 The discharge of any Materials on the premises of the Fueling Facility by Contractor or any of its officers, employees, contractors, subcontractors, invitees, or agents, or as a result of Contractor's operations at the Airport, in an amount that is in violation of Applicable Laws, whether committed prior to or subsequent to the Effective Date, shall be immediately contained, removed and abated, and, upon demand of County or any of its agencies or any local, state, or federal regulatory agency, assessed, monitored, or remediated as necessary to meet the requirements of Applicable Laws at Contractor's expense. If Contractor does not take action immediately to have such discharges contained, removed, abated, and to assess, monitor, and remediate discharges, County or any of its agencies may, upon reasonable notice to Contractor (which notice shall be written unless an emergency condition exists), undertake the containment, removal, abatement, and the assessment, monitoring, and remediation of such discharges; however, any such action by County or any of its agencies shall not relieve Contractor of its obligations required in this Agreement or as imposed by Applicable Laws. No action taken by either Contractor or County to contain, remove, abate, assess, monitor, or remediate a discharge of Materials, whether such action is taken voluntarily or not, shall be construed as an admission of liability as to the source of or the party who caused the discharge or any resulting pollution. As used in this Agreement, "Contractor's operations" and "Contractor's actions" and words of similar import, shall include all actions and inaction by Contractor, its subcontractors, or by any of their officers, employees, contractors, subcontractors, invitees, or agents.

11.3 Contractor shall provide the Contract Administrator with notice of any discharge of Materials occurring at the Fueling Facility during the course of Contractor's management of such facility or on account of Contractor's operations at the Airport in accordance with the requirements of the Aviation Department's policies and procedures manual. Contractor shall maintain a log of all such notices to the Contract Administrator and shall also maintain all records required by Applicable Laws and also such records as are reasonably necessary to adequately assess environmental compliance in accordance with Applicable Laws.

11.4 As required by Applicable Laws, Contractor shall provide the federal, state, County and local regulatory agencies with reporting and notice of any spill, release, leak or discharge (collectively, "discharge") of Materials at the Fueling Facility or on the Airport property, that occur during the course of Contractor's management of such facility or on account of Contractor's

operations at the Airport, which exceed an amount required to be reported to any local, County, state, or federal regulatory agency, which notice shall be in accordance with Applicable Laws. Contractor shall provide the Contract Administrator and the County Environmental Protection and Growth Management Department (or successor agency) with written notice within one (1) business day following commencement of the curative measures, remediation efforts, and/or monitoring activities effectuated on the Fueling Facility premises with respect to any such discharge. Contractor shall have an updated contingency plan in effect relating to such discharges that provides minimum standards and procedures for prevention and containment, removal, and abatement of discharges, and storage of Materials by Contractor and other materials used by Contractor during the course of Contractor's management of the Fueling Facility or on account of Contractor's operations at the Airport, and also transfer and disposal of Materials and other materials during the course of Contractor's management of the Fueling Facility or on account of Contractor's operations at the Airport. The contingency plan shall describe design features, response actions, and procedures to be followed in case of discharges or other accidents involving Materials other materials.

11.5 Contractor shall permit entry upon the premises by federal, state, County, and local agency personnel at all reasonable times. Contractor shall allow inspection of the Fueling Facility by appropriate federal, state, County, and local agency personnel in accordance with Applicable Laws and as required by any development order issued to County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes, or as may be deemed necessary in the Aviation Department's sole discretion. The Contract Administrator shall have the right to inspect all documents relating to the environmental condition of the Fueling Facility, including without limitation, the discharge of any Materials at the Fueling Facility, or any curative, remediation, or monitoring efforts, and any documents required to be maintained under Applicable Laws or any development order issued to County pertaining to the Airport, pursuant to Chapter 380, Florida Statutes. This right to inspect shall include, but not be limited to, manifests evidencing proper storage, handling, transportation, and disposal of Materials, Environmental Site Assessments, and sampling and test results.

11.6 If County arranges for the containment, removal, abatement, assessment, monitoring, or remediation of any discharge that was caused by Contractor, or any of its officers, employees, contractors, subcontractors, invitees, or agents of Contractor, all costs of such actions incurred by County shall be paid in full by Contractor to County and shall not be considered a Reimbursable Expense under this Agreement, nor shall such removal costs be deemed as part of compensation. Contractor shall pay County within fifteen (15) days after receipt of County's invoice, or at County's election, the costs may be deducted from any payment otherwise due to Contractor.

11.7 Contractor shall be liable for discharges caused by Contractor and/or any of its officers, employees, contractors, subcontractors, invitees, or agents. Nothing herein shall relieve Contractor of its general duty to cooperate with County in ascertaining the source of discharges and containing, removing, abating, assessing, monitoring, and remediating any discharges. The Contract Administrator shall cooperate with Contractor with respect to Contractor's obligations

pursuant to these provisions, including making public records available to Contractor in accordance with Florida law; provided, however, nothing herein shall be deemed to relieve Contractor of its obligations hereunder or to create any affirmative duty of County to abrogate its sovereign right to exercise its police powers and governmental powers by approving or disapproving or taking any other action in accordance with Applicable Laws, development orders, and grant agreements. County and its employees, contractors, and agents, upon reasonable written notice to Contractor, and the federal, state, local and other County agencies, and their employees, contractors, and agents, at times in accordance with Applicable Laws, rules and regulations, shall have the right to enter the Fueling Facility for the purposes of the foregoing activities and conducting such environmental assessments (testing or sampling), inspections and audits as it deems appropriate.

11.8 Contractor hereby agrees that County shall have the right to require Contractor to conduct an end-of-contract assessment and facility inspection.

11.9 Nothing herein shall be construed to limit County's right of entry onto the Fueling Facility pursuant to other provisions of this Agreement or pursuant to its regulatory powers. Contractor shall have the right to split any soil or water samples obtained by County.

11.10 Contractor agrees to perform the duties of an operator of the underground storage tanks at the Fueling Facility, as described in Rules 62-761 and 62-762, Florida Administrative Code, as amended from time to time. Any fines or costs of corrective actions imposed against County by regulatory agencies arising from Contractor's actions or inactions or those of its officers, employees, contractors, subcontractors, invitees, and agents, shall be paid by Contractor and shall not be reimbursed nor shall such fines or costs be deemed as part of Contractor's compensation.

11.11 Contractor warrants, guarantees, and represents to County that Contractor and its officers, employees, contractors, subcontractors, invitees, and agents are knowledgeable of the Applicable Laws, including, without limitation, those which govern or in any way apply to the direct or indirect results and impacts to the environmental and natural resources due to, or in any way resulting from, the conduct by Contractor and its Services pursuant to this Agreement or related to the Fueling Facility. Contractor agrees to keep informed of future changes in Applicable Laws.

11.12 Prior to commencement of any Services pursuant to this Agreement, Contractor shall secure any and all permits and licenses necessary to perform Services hereunder; ensure that such permits and licenses list Contractor as the operator, permittee and/or licensee, and if necessary, list County as the owner of the property; and properly make all necessary notifications as may be required by any and all governmental agencies having jurisdiction over parties or the subject matter hereof. During the term of this Agreement, Contractor shall maintain in full force and effect any and all permits and licenses necessary to perform Services hereunder and shall provide satisfactory documentary evidence of all such permits to County upon County's request.

11.13 Contractor shall provide to County and to such state and county officials as required by Applicable Laws, the name and phone number of its twenty-four (24) hour emergency response coordinator in case of any discharge or other emergency situation involving hazardous, toxic, flammable, and/or other pollutant/contaminated materials.

11.14 The provisions of this Article 11 shall survive the expiration or any other termination of this Agreement.

ARTICLE 12. MISCELLANEOUS

12.1 Contract Administrator Authority. Unless expressly stated otherwise in this Agreement or otherwise set forth in an applicable provision of the Broward County Procurement Code, Broward County Code of Ordinances, or Broward County Administrative Code, the Contract Administrator may act on behalf of County under this Agreement.

12.2 Rights in Documents and Work. Any and all reports, photographs, surveys, and documents created by Contractor in connection with performing Services under this Agreement shall be owned by County and shall be deemed works for hire by Contractor and its agents; in the event the Services are determined not to be a work for hire, Contractor hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of County and shall be delivered by Contractor to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to Contractor may be withheld until all documents are received as provided in this Agreement. Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

12.3 Public Records. To the extent Contractor is acting on behalf of County as stated in Section 119.0701, Florida Statutes, Contractor shall:

12.3.1 Keep and maintain public records required by County to perform the services under this Agreement;

12.3.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

12.3.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and

12.3.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Contractor or keep and maintain public records required by County to perform the services. If Contractor transfers the records to County, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contractor keeps and maintains the public records, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

12.4 A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records requests. Contractor will provide any requested records to County to enable County to respond to the public records request.

12.5 Any material submitted to County that Contractor contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) (“Trade Secret Materials”) must be separately submitted and conspicuously labeled “EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET.” In addition, Contractor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Contractor as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contractor. Contractor shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys’ fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-2305, RMOHAMMED@BROWARD.ORG, 2200 SW 45 STREET, SUITE 101, DANIA BEACH, FLORIDA 33312.

12.6 Audit Rights and Retention of Records. County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to this Agreement. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and

upon request to do so, Contractor or its Subcontractor shall make same available in written form at no cost to County.

Contractor and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). Contractor hereby grants County the right to conduct such audit or review at Contractor's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for County's disallowance and recovery of any payment upon such entry. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by Contractor in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by Contractor in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to Contractor.

Contractor shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

12.7 Independent Contractor. Contractor is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Services under this Agreement, neither Contractor nor its agents shall act as officers, employees, or agents of County. Contractor shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

12.8 Regulatory Capacity. Notwithstanding the fact that County is a political subdivision with certain regulatory authority, County's performance under this Agreement is as a party to this Agreement and in the capacity as owner of the Project. In the event County exercises its regulatory authority, the exercise of such authority and the enforcement of any rules, regulation, laws, and ordinances shall have occurred pursuant to County's regulatory authority as a governmental body separate and apart from this Agreement, and shall not be attributable in any manner to County as a party to this Agreement.

12.9 Sovereign Immunity. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County nor shall anything included herein be construed as consent by County to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for

the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

12.10 Third-Party Beneficiaries. Neither Contractor nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

12.11 Notices. In order for a notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Director of Business and Property Management
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Email address: ygovin@broward.org

with a copy to:

Director of Aviation
Broward County Aviation Department
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Email address: mgale@broward.org

FOR CONTRACTOR:

Janet Hoose, President
Fuel Facility Management, Inc.
650 SW 34 Street, Suite 202
Fort Lauderdale, Florida 33315
Email address: janethoose@ffmairport.com

12.12 Assignment. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by Contractor without the prior written consent of County. If Contractor violates this provision, County shall have the right to immediately terminate this Agreement.

12.13 Conflicts. Neither Contractor nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to its performance under this Agreement. During the term of this Agreement, none of Contractor's officers or employees shall serve as an expert witness against County in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing as an expression of his or her expert opinion that is adverse or prejudicial to the interests of County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support of such representation, in any action or in any administrative or legal proceeding. In the event Contractor is permitted pursuant to this Agreement to utilize Subcontractors to perform any Services required by this Agreement, Contractor shall require such Subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

12.14 Materiality and Waiver of Breach. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

12.15 Compliance with Laws. Contractor and the Services must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, American with Disabilities Act, 42 U.S.C. § 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

12.16 Severability. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

12.17 Joint Preparation. This Agreement has been jointly prepared by the Parties, and shall not be construed more strictly against either Party.

12.18 Interpretation. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not

to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to “days” means calendar days, unless otherwise expressly stated.

12.19 Priority of Provisions. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

12.20 Law, Jurisdiction, Venue, Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS’ FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.21 Amendments. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and Contractor.

12.22 Prior Agreements. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

12.23 Payable Interest

12.23.1 Payment of Interest. County shall not be liable to pay any interest to Contractor for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims, and surrenders any and all

entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post-judgment interest, if such application would be contrary to Applicable Laws.

12.23.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under Applicable Laws, one quarter of one percent (0.25%) simple interest (uncompounded).

12.24 Incorporation by Reference. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The attached Exhibits are incorporated into and made a part of this Agreement.

12.25 Counterparts and Multiple Originals. This Agreement 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.

12.26 Use of County Logo. Contractor shall not use County's name, logo, or otherwise refer to this Agreement in any marketing or publicity materials without the prior written consent of County.

12.27 Drug-Free Workplace. To the extent required under Section 21.31(a)(2), Broward County Administrative Code, or Section 287.087, Florida Statutes, Contractor certifies that it has a drug-free workplace program that it will maintain such drug-free workplace program for the duration of this Agreement.

12.28 Living Wage Requirement. If Contractor is a "covered employer" within the meaning of the Broward County Living Wage Ordinance, Sections 26-100 through 26-105, Broward County Code of Ordinances, Contractor agrees to and shall pay to all of its employees providing "covered services," as defined in the ordinance, a living wage as required by such ordinance, and Contractor shall fully comply with the requirements of such ordinance. Contractor shall ensure all of its Subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance.

12.29 Additional Security Requirements. Contractor shall comply with the Airport Security Requirements attached hereto as **Exhibit F**.

12.30 Nondiscrimination Requirements. Contractor shall comply with the Federally Funded Contracts Requirements attached hereto as **Exhibit G**.

(THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: 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 Contractor, signing by and through its President 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 _____, 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

By: Sharon V. Thorsen Digitally signed by Sharon V. Thorsen
Date: 2020.09.17 13:51:51 -04'00'
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
Fuel Facility Management for RCC.doc
09/15/2020

**AGREEMENT BETWEEN BROWARD COUNTY AND FUEL FACILITY MANAGEMENT, INC.
FOR MANAGEMENT OF THE RENTAL CAR CENTER FUELING FACILITY FORT LAUDERDALE-
HOLLYWOOD INTERNATIONAL AIRPORT (RFP # PNC2120084P1)**

CONTRACTOR

WITNESSES:

Brittney T. Palmer

Signature

Brittney T. Palmer

Print Name of Witness above

Zipporah Pelt

Signature

Zipporah Pelt

Print Name of Witness above

FUEL FACILITY MANAGEMENT, INC.

By: Jane McKeown

Authorized Signor

JANE M. McKEOWN, President

Print Name and Title

16 day of September, 2020

ATTEST:

Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



FLORIDA JURAT
FS 117.05(13)

State of Florida }
County of Indian River }



Sworn to (or affirmed) and subscribed before me by means of

Physical Presence,

— OR —

Online Notarization,

this 16 day of September, 2020, by
Day Month Year

Janet M. Hoose

Name of Person Swearing or Affirming

Brittney T. Palmer

Signature of Notary Public — State of Florida

Brittney T. Palmer

Name of Notary Typed, Printed or Stamped

Personally Known

Produced Identification

Type of Identification Produced: FL Driver's

License

Place Notary Seal Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

EXHIBIT A - SCOPE OF SERVICES

A. Services. Contractor shall manage, operate, and maintain the Fueling Facility to ensure an uninterrupted fuel supply and accountability of the fuel inventory. Contractor shall provide all necessary personnel, maintenance services, equipment and machinery, office equipment, and supplies for the uninterrupted and safe operation of the Fueling Facility. Contractor shall provide Services twenty-four (24) hours per day, seven (7) days per week, including all weekends and holidays observed by the federal, state, and county governments and Contractor. The Services shall be performed in compliance with the Management and Operation Plan (as hereinafter described).

Contractor shall:

- i. Manage and maintain all equipment associated with the Fueling Facility including, but not limited to, dispensers and dispenser liners, underground fuel tanks, submersible turbine pumps, monitoring transition sumps, monitoring valve sumps, leak detection panel, fuel management reporting system, emergency shut-off switches, underground fuel piping, and fuel system electrical.
- ii. Observe, coordinate, and provide reports to the Contract Administrator on the fuel area ventilation system, fire alarm system, communication system, foam system (interlocked with the fuel system and fire alarm system), and the fuel environment systems.
- iii. Coordinate, manage, and maintain fuel deliveries purchased by the Concessionaires. Concessionaires' fuel deliveries will be nighttime drops between 10 p.m. and 5 a.m., except when otherwise deemed necessary by the Aviation Department and Contractor. The operating areas and acceptable routes for tanker trucks will be designated and modified as necessary by the Aviation Department.
- iv. Monitor and provide reports to the Contract Administrator on all activities associated with the fueling inventory (daily inventory levels).
- v. Prepare an annual maintenance plan, annual management plan, and an annual inventory plan and submit same for review and written approval by Contract Administrator.
- vi. Manage a web-based electronic system to monitor and track fuel inventory.
- vii. Inspect the entire fuel system, perform tank and line testing, as required by users, County, and applicable regulatory agencies.
- viii. Secure and maintain in full force and effect during the Term of this Agreement all required registrations, licenses, permits and all other items that may be required in order

to provide an uninterrupted fuel supply, fuel storage tank, and fuel dispersal activities. It shall be the sole responsibility of Contractor to apply for, secure, and maintain any and all necessary licenses and permits, and to ensure that all such licenses and permits list Contractor as the operator, licensee and/or permittee, and if necessary, County as the owner of the fuel facility. Contractor must possess, and keep current during the term of this Agreement, all state and local licenses required to perform the Services, including, but not limited to, those necessary to perform repairs on fuel equipment, a Certified Pollutant Storage Contractors license, and Class "A" and Class "B" UST operator certification.

- ix. Perform fuel testing for quality evaluation as necessary.
- x. Maintain monthly operating and maintenance reports in a format acceptable to BCAD.
- xi. Manage the fuel distribution network and fuel reporting systems, maintain and repair all the fuel system equipment including, but not limited to, dispensers, pumps, piping, tanks, leak detection, tank gauging, fuel related electrical systems, and associated equipment ("associated equipment" shall not include the ventilation system and the discharge recovery system). The foregoing notwithstanding, the repair of underground piping and tanks are Optional Services subject to Section 3.2 of this Agreement.
- xii. Provide immediate response to any interruption in fueling services.
- xiii. Prepare and timely provide to BCAD and other applicable regulatory agencies inspection reports related to the fire suppression system, ventilation system, drainage systems, and all related systems within the fuel operations area.
- xiv. Operate and maintain a redundant electronic fuel inventory system that provides real-time inventory and user friendly reports. Redundancy is critical for reconciliation and accountability of fuel inventories.
- xv. Monitor and report to the Rental Car Concessionaires and fuel suppliers the daily inventory levels and fueling transactions.
- xvi. Administer a Class "C" State Operator fuel trainer program for Contractor's employees and the employees of the Rental Car Concessionaires. Contractor shall ensure that Contractor's employees are properly trained, qualified, and permitted to perform fueling operations. Contractor shall ensure that all Concessionaires' employees issued a fueling badge by Contractor have successfully completed an approved fueling operation and safety training certification program.

xvii. Ensure the Fueling Facility at all times meets all environmental, life/safety, and storage tank regulations, including any and all corrective action plans approved by all appropriate government agencies.

xviii. Conduct interval drug testing and criminal background checks as required by Applicable Laws.

xix. Recommend to BCAD suggested Fuel Facility capital improvements and equipment upgrades to ensure the Fuel Facility will continue to operate efficiently and safely.

Environmental, Safety, and Security:

xx. Prepare and timely provide all reports required by the United States Environmental Protection Agency (EPA), Florida Department of Environmental Protection (FDEP) and any other applicable agencies' for the Fuel Facility including, but not limited to, the Spill Prevention, Control, and Counter Measure Plan, which plan must receive written approval from BCAD and all applicable regulatory agencies.

xxi. Maintain the highest standard of safety for all users of the RCC in full compliance with all Applicable Laws.

xxii. Cooperate with BCAD and other appropriate governmental agencies to ensure the highest practical standard of security against terrorism and crime relating to the operation and management of the Fueling Facility.

xxiii. Respond to all fuel spillage from the Fueling Facility in accordance with Contractor's written plan and all Applicable Laws. Contractor shall prepare and submit all required regulatory incident and or discharge notification reports as required by Applicable Laws.

xxiv. Contractor will assist the BCAD in the planning, staging, and implementation of safety drills required by all regulatory agencies and additional safety drills deemed prudent by BCAD, in its sole discretion. Contractor will assist the BCAD in the development of a written safety plan for the entire QTA.

xxv. Prepare and implement a safety and maintenance prevention plan which plan shall include all components of the Fueling System. The safety and maintenance prevention plan must be approved in writing by BCAD.

xxvi. Ensure all deliveries comply with Applicable Laws, monitor all storage, dispensing and leak detection equipment, and respond to all alarms and events.

xxvii. Implement, administer, and manage the Class "C" State Operator fuel trainer program and maintain records of each employee that attended and successfully completed the program.

xxviii. Ensure that all RCC fuelers have received the Class "C" State Operator fuel trainer program training and are properly certified and permitted to perform the fueling of vehicles at the RCC.

xxix. Ensure that the Fuel Facility complies with all Applicable Laws. Contractor shall be responsible for all corrective actions (excluding any previously identified corrective actions that have been included within a County capital improvement project), fines, and enforcement actions that may be brought or assessed against the Fuel Facility and shall timely comply with and pay any and all fines and implement required corrective action at its sole cost and expense without any cost to County.

B. Management and Operation Plan.

The Management and Operation Plan (M & O Plan) is attached hereto as **Exhibit I**. The M & O Plan includes the manner in which all Services shall be accomplished, best industry standards and practices relating to the performance of the Services, and proactively address all environmental issues. The best industry standards include recommendations by industry leaders, including but not limited to, the American Petroleum Institute (API), and the National Fire Prevention Association (NFPA). The M & O Plan shall be updated on an annual basis and submitted to the Contract Administrator for review and written approval at least sixty (60) days prior to the beginning of each Contract Year. Contractor shall comply with the procedures, methods, and practices in each approved M & O Plan.

C. Operational Standards/Staffing

Contractor shall provide, at its sole cost, all personnel, equipment, uniforms, and supplies necessary for the Services contemplated in this Agreement. Contractor shall be responsible for all employee costs, including wages and benefits, and airport security requirements.

i. The Contract Administrator shall advise Contractor in writing of one (1) or more of BCAD's employees to whom communications pertaining to day-to-day communications shall be directed and Contractor shall communicate with such designated BCAD employees. The Contract Administrator shall advise Contractor in writing of any changes to the list.

ii. Resident Manager. The Services shall at all times be performed under the supervision and direction of an active, qualified, and competent local resident manager, and such other staff as may be necessary to act in the absence of the resident manager. The resident manager shall at all times be subject to the direction and control of

Contractor. The resident manager shall be assigned to the RCC and shall be available during normal business hours and other hours as required by the Contract Administrator.

iii. All of Contractor's employees performing Services hereunder shall be experienced, fully qualified, and properly licensed pursuant to Applicable Laws to perform the Services hereunder.

iv. Contractor's employees shall be clean, courteous, efficient, and neat in appearance. Contractor shall not employ any person to perform the Services, or permit any persons in or about the premises, who uses improper language, acts in a loud, boisterous, or otherwise improper manner. Contractor shall immediately remove from the Airport premises any of its employees that participate in illegal acts, violate Airport rules, or are otherwise detrimental to the public interest. In the event that the Contract Administrator determines that the conduct of any of Contractor's employees is objectionable, Contractor shall take all steps necessary to eliminate the objectionable behavior.

v. Contractor shall have sufficient employees to properly manage the Fueling Facility. If the Contract Administrator determines, in its sole discretion, that Contractor has not provided sufficient employees to properly perform the Services required in this Agreement, Contractor shall promptly provide additional employees.

vi. Contractor shall provide its employees with uniforms and badges which shall be subject to prior written approval of the Contract Administrator. All employees shall be required to wear the approved uniforms and badges.

vii. Contractor shall perform all Services in a skillful and professional manner. The quality of Contractor's performance of Services shall be comparable to best local practices and national standards for airports of similar size and volume.

viii. In the event of any defalcation, theft, fraud, embezzlement, or other similar crime or suspicion of same occurs, Contractor shall immediately notify the Contract Administrator and shall provide full disclosure to County, including, but not limited to, copies of police reports and investigations, reports to bonding company and any bonding company findings, and reports of any actions taken against Contractor's employees. Contractor must maintain a policy to prosecute any employee found to be involved in defalcation, theft, fraud, embezzlement, or other similar crime. Contractor shall require all of its employees, prior to performing any Services hereunder, to sign a statement stating that they are aware they will be investigated and prosecuted to the fullest extent of the law for any defalcation, theft, fraud, embezzlement or other similar crime.

ix. Contractor shall provide periodic operation reports to the Contract Administrator, including, but not limited to, operational and preventative maintenance reports, safety

training, consumables, and other reports in compliance with the requirements established by the Contract Administrator.

x. Contractor shall meet with the Contract Administrator to review any complaints or concerns and shall promptly correct any Service deficiencies. The Contract Administrator's determination as to quality of Services shall be conclusive and curative measures shall be implemented by Contractor as expeditiously as possible.

D. Maintenance

i. Contractor shall provide, at its sole cost, all custodial services necessary to maintain its office and work areas in a clean, safe, neat, orderly, sanitary, and presentable condition, and free and clear of all trash, rubbish, debris, rodents, insects, and other pests.

ii. County shall provide for the painting of Contractor's office and work areas at the Fueling Facility, when deemed necessary by the Contract Administrator. County shall maintain and make necessary structural repairs to the Fueling Facility, including the interior windows, doors and entrances, floors, interior walls and ceilings, surfaces of interior columns, elevators and storm water discharge systems. Contractor shall be responsible for the cost of any repairs performed by County, or at its direction, for any damage to such areas caused by Contractor or its employees. Contractor shall pay the actual costs of such repair within fifteen (15) days of written demand from County, or County may deduct the costs from any payments due Contractor, as County may elect.

iii. Contractor shall immediately notify County of any needed repairs at the Fueling Facility. County shall have no obligation to make repairs unless it determines, in its sole discretion, that repairs are necessary. County shall not be liable to Contractor for any damage to persons or property of any kind caused by water or leakage from the roof, water lines, sprinkler, or heating and air conditioning equipment, or caused by any damage to any structural or permanent portion of the premises. Further, County shall not be liable to Contractor for any damage to persons or property of any kind caused by any other damage or disrepair to the structural or permanent portions of the premises, unless (i) County has had reasonable opportunity to perform repairs after being notified in writing of the need for same by Contractor; and (ii) any such damage or disrepair shall not have been due to any actions or negligence of Contractor or Contractor's staff.

iv. County shall maintain all utility service lines, electrical equipment (excluding all fuel related electrical equipment), fire and security alarms, air conditioning, and elevators located at, on, or within the Fueling Facility. Contractor shall have the continuing obligation to promptly report to County any damage, malfunction, or maintenance issues regarding all utility service lines, electrical equipment, fire and security alarms, air conditioning, and elevators located at, on, or within the Fueling Facility.

- v. County shall have the right to enter the Fueling Facility at any time and for any reason.
- vi. Contractor shall provide for adequate sanitary handling and timely removal of all trash, garbage, and other refuse caused as a result of Contractor's Services and will deposit such trash, garbage and refuse at a site designated by County. Contractor shall use suitable covered receptacles for all garbage, trash, and other refuse. Piling of boxes, cartons, barrels, or similar items shall not be permitted.
- vii. Contractor shall dispose of hazardous and special waste materials in compliance with Applicable Laws.
- viii. Contractor shall not damage or destroy County fixtures, equipment, or property. If the Contract Administrator determines that any County fixtures, equipment, or property was destroyed or damaged by Contractor, Contractor shall make all repairs or replacements of same at Contractor's sole expense. All repairs or replacements shall be of first class quality in both materials and workmanship and shall be completed in conformity with Applicable Laws. If County is required to repair or replace any such item, Contractor shall pay to County the sum paid or the expense incurred by County within fifteen (15) days after County's written demand or at County's election, the amount may be deducted from any payments due Contractor.
- ix. Contractor shall notify Contract Administrator immediately of any fire, flood, casualty, or damage in or to the Fueling Facility areas or any property located at such areas, or any unusual condition or threat thereto.
- x. Contract Administrator shall be the sole judge of the quality of the maintenance and custodial services provided by Contractor. If Contractor refuses or neglects to perform any maintenance obligations required herein, or if the County is required to make any repairs or other corrective measures necessitated by the negligent acts or omissions of Contractor or its employees, County shall have the right, but not the obligation, to take corrective measures or to make such repairs at the expense of Contractor. If County takes any corrective measures or makes such repairs, Contractor shall pay to County the sum paid or the expense incurred by County within fifteen (15) days after County's written demand or at County's election, the amount may be deducted from any payments due Contractor. Prior to commencing any corrective measures, the Contract Administrator shall give Contractor ten (10) days advance written notice, unless the nature of the deficiency necessitates immediate correction, in which event, the Contract Administrator may provide such notice (either before or after the corrective action) as the Contract Administrator deems appropriate under the circumstances.

E. Improvements, Equipment, and Furnishings

i. County owns all equipment and furnishings located in the Fueling Facility on the Effective Date of this Agreement and County shall retain ownership of all such equipment and furnishings. County shall retain ownership of all equipment and furnishings that it has paid for or reimbursed Contractor for during the Term of this Agreement. Title to all items that are paid for or reimbursed by County shall be vested in the County immediately upon County's payment or reimbursement for same. Contractor shall not sell or dispose of County-owned equipment, furnishings, or other items without the written consent of the County and any such sale or disposal shall be by methods or procedures established by County.

F. Other Provisions

i. Contractor and its employees parking their personal vehicles on Airport property shall park such vehicles in the employee parking areas designated by the Contract Administrator. County retains the right, at the sole election of the Director of Aviation, to impose a reasonable charge for the privilege of utilizing these parking facilities.

ii. Contractor shall make no improvements, additions, alteration, modifications, or remove, or demolish any portion of the Airport premises, including the Fueling Facility, without the prior written consent of the Contract Administrator.

EXHIBIT A-1 - CONSOLIDATED RENTAL CAR CENTER AND FUELING FACILITY

A. Description of the Consolidated Rental Car Center (RCC)

That portion of the Joint-Use Facility that is designated for use by the Concessionaires for rental car concession operations and for pick up and drop off of customers by off-Airport rental car companies, as such area may be expanded, modified, or changed. The RCC includes the associated structures, roadways, facilities, infrastructure improvements to utilities, and other infrastructure. Concessionaires utilize the first five (5) floors in the Joint Use Facility, and the top four (4) floors are used for public parking.

On the first level of the RCC, each Concessionaire has assigned areas for ready/return cars, customer service, office, and vehicle quick turn-around areas (QTA).

B. Description of the Fueling Facility

The Fueling Facility consists of an underground storage tank farm with a capacity of approximately 150,000 gallons of fuel common to all Concessionaires to accommodate a five (5) day fuel supply. The underground storage tanks (UST(s)) are located remotely from the dispensing area and include, but are not limited to, multi double-walled tanks, oil water separator for spill containment, submersible pumps, monitoring and pump control systems, and product lines from the UST to fuel dispensers.

Fuel islands are located on the ground level with the QTA and contain hoses and dispensers to serve the Concessionaires. Each Concessionaire has an assigned QTA with fuel islands. Each fuel island has a twin-hose dispenser spread out on an area of about 990 feet long, served by product lines from underground storage tanks to the fuel dispensers, and a separate metering system for each fuel nozzle to monitor all fueling transactions.

The Fueling Facility has the following life/safety measures:

- Two (2) hour rated separation with the second floor;
- A complete sprinkler system throughout the Fueling Facility;
- A foam deluge system at the QTA level;
- Adequate number and type of fire extinguishers;
- Automatic shutoff nozzles;
- Open air wall adjacent to the dispensing areas;
- Fuel shut off switches;
- Electrical equipment designed for operation in flammable vapor and explosive environments;
- Concrete filled bollards at each dispenser;
- A spill prevention/intervention and containment system;

- Data connection to the communication carrier;
- A safety plan that includes spill prevention and mitigation procedures and related safety information, staff training, mandated operation rules and regulations to the RAC companies, and certification of fuelers;
- Fire lanes on both sides of the fuel islands; and
- Appropriate informational, restrictive, mandatory, and warning signage system.

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**.

Fuel Facility Management - #PNC2120084P1						
Contract Year 1		Contract Year 2		Contract Year 3		
12/01/2020 - 11/30/2021		12/01/2021 - 11/30/2022		12/01/2022 - 11/30/2023		
	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost	Monthly Cost	Annual Cost
Management Fee	\$84,083.33	\$1,009,000.00	\$85,658.33	\$1,027,900.00	\$87,280.33	\$1,047,364.00

Three Year Contract Value \$3,084,264.00

EXHIBIT C - MINIMUM INSURANCE REQUIREMENTS

Insurance Requirements for Fuel Facility Management for RCC

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's is not automatically approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 2 mil	\$ 2 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$300 k landside \$ 5 mil airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input type="checkbox"/> PROPERTY			
<input type="checkbox"/> PROFESSIONAL LIABILITY			
<input type="checkbox"/> CYBER LIABILITY			
<input checked="" type="checkbox"/> POLLUTION LIABILITY OR ENVIRONMENTAL IMPAIRMENT LIABILITY WITH CLEAN-UP COSTS		\$ 3 mil	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:	**State exemption not accepted.	
		(each accident)	\$ 1 mil
<small>Description of Operations/Locations/Vehicles</small> Certificate must show on general liability and excess liability Additional Insured: Broward County . Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required . Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.			
NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:			
Name & Address of Certificate Holder Broward County 2200 SW 45th Street, Suite #101, Dania Beach, FL 33312 maintenance		_____ Date Issued	

Insurance_LimitsForm.03 Revised certificate of insurance-2005.DOC COI

EXHIBIT D - WORK AUTHORIZATION FOR AGREEMENT _____

Contract Number: _____

Work Authorization No. _____

This Work Authorization is between Broward County and _____ (“Contractor”) pursuant to the Agreement, executed on _____. In the event of any inconsistency between this Work Authorization and the Agreement, the provisions of the Agreement shall govern and control.

Services to be provided: [DESCRIBE IN DETAIL]

[Simple summary]

See **Exhibit A** for additional detail.

Agreement at issue is ___ Lump Sum/ ___ Not-to-Exceed in the amount: \$ _____

The time period for this Work Authorization will be from the date of complete execution until ____ (___) days after County’s Notice to Proceed for the Services to be provided under this Work Authorization, unless otherwise extended or terminated by the Contract Administrator.

Fee Determination: Payment for services under this Work Authorization is as follows:

Services	\$ _____
General Services	\$ _____
Goods or Equipment	\$ _____
Total Cost of this Work Authorization	\$ _____

The foregoing amounts shall be invoiced by Contractor upon written acceptance by County of all goods and services provided under this Work Authorization.

County

		Contract Administrator	Date
Project Manager	Date	Board or Designee	Date

Contractor

		Signed	Date
Attest		Typed Name	
		Title	

EXHIBIT F - SECURITY REQUIREMENTS –AVIATION DEPARTMENT

Airport Security Program and Aviation Regulations.

Contractor shall observe all security requirements and other requirements of the Federal Aviation Regulations applicable to Contractor, including, but not limited to, all regulations of the United States Department of Transportation, the Federal Aviation Administration, and the Transportation Security Administration. Contractor shall comply with County's Airport Security Program and the Air Operations Area ("AOA") Vehicle Access Program, and any amendments thereto, and with such other rules and regulations as may be reasonably prescribed by County, including any regulations pertaining to emergency response training, and shall take such steps as may be necessary or directed by County to ensure that subconsultants/subcontractors, employees, invitees, and guests of Contractor observe these requirements. If required by the Aviation Department, Contractor shall conduct background checks of its employees in accordance with applicable federal regulations. If, as a result of any act or omission of Contractor, its subconsultants/subcontractors, employees, invitees, or guests, County incurs any fine and/or penalty imposed by any governmental agency, including, but not limited to, the United States Department of Transportation, the Federal Aviation Administration, or the Transportation Security Administration, or any expense in enforcing any federal regulations, including, but not limited to, airport security regulations, or the rules or regulations of County, and/or any expense in enforcing County's Airport Security Program, then Contractor shall pay and/or reimburse to County all such fines, penalties, costs and expenses, including all costs of administrative proceedings, court costs, and attorney's fees, and all costs incurred by County in enforcing this provision. Contractor shall rectify any security deficiency or other deficiency as may be determined as such by County or the United States Department of Transportation, Federal Aviation Administration, the Transportation Security Administration, or any other Federal agency with jurisdiction. In the event Contractor fails to remedy any such deficiency, County may do so at the sole cost and expense of Contractor. County reserves the right to take whatever action is necessary to rectify any security deficiency or other deficiency.

(a) **Access to Security Identification Display Areas and Identification Media.** Contractor shall be responsible for requesting the Aviation Department to issue Airport Issued Identification Media to all employees including those who are authorized access to Security Identification Display Areas ("SIDA") on the Airport, as designated in the Airport Security Program. In addition, Contractor shall be responsible for the immediate reporting of all lost or stolen Airport Issued Identification Media and the immediate return of the media of Contractor's personnel transferred from the Airport, or terminated from the employ of Contractor, or upon termination of this Agreement. Before an Airport Issued Identification Media is issued to an employee, Contractor must comply with the requirements of applicable federal regulations with regard to fingerprinting for criminal history record checks and security threat assessments, and must require that each employee complete security training programs conducted by the Aviation Department. Contractor shall pay or cause to be paid to the Aviation Department such charges as may be established from time to time for lost or stolen Airport Issued Identification Media and those not returned to the Aviation Department in accordance with these provisions. The Aviation Department has the right to require Contractor to conduct background investigations and to

furnish certain data on such employees before the issuance of Airport Issued Identification Media, which data may include the fingerprinting of employee applicants for such media.

(b) Operation of Vehicles on the AOA: Before Contractor shall permit any employee of Contractor or of any subconsultant/subcontractor to operate a motor vehicle of any kind or type on the AOA (and unless escorted by an Aviation Department approved escort), Contractor shall ensure that all such vehicle operators possess current, valid, and appropriate Florida driver's licenses. In addition, any motor vehicles and equipment of Contractor or of any subconsultant/subcontractor operating on the AOA must have an appropriate vehicle identification permit issued by the Aviation Department, which identification must be displayed as required by the Aviation Department.

(c) Consent to Search/Inspection: Contractor's vehicles, cargo, goods, and other personal property are subject to being inspected and searched when attempting to enter or leave and while on the AOA. Contractor and its subconsultant/subcontractors shall not authorize any employee or other person to enter the AOA unless and until such employee or other person has executed a written consent-to-search/inspection form acceptable to the Aviation Department. The foregoing requirements are for the protection of users of the Airport and are intended to reduce incidents of cargo tampering, aircraft sabotage, thefts and other unlawful activities at the Airport. For this reason, persons not executing such consent-to-search/inspection form shall not be employed by Contractor or by any subconsultant/subcontractor at the Airport in any position requiring access to the AOA or allowed entry to the AOA by Contractor or by any subconsultant/subcontractor.

(d) If any of Contractor's employees, or the employees of any of its subconsultants/subcontractors, are required in the course of the work to be performed under this Agreement to access or otherwise be in contact with Sensitive Security Information ("SSI") as defined and construed under federal law, that individual will be required to execute a Sensitive Security Information Nondisclosure Agreement provided by the Aviation Department.

(e) The provisions of this Exhibit shall survive the expiration or any other termination of this Agreement.

EXHIBIT G - NONDISCRIMINATION REQUIREMENTS

I. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. *Compliance with Regulations:* Contractor (hereinafter includes consultants) will comply with the **Title VI List of Pertinent Nondiscrimination Acts and Authorities** (“Nondiscrimination Acts and Authorities”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- c. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- d. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- i. The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

2. *Non-discrimination:* Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of the contractor's obligations under this Agreement and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. *Information and Reports:* Contractor will provide all information and reports required by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of Contractor's noncompliance with the Non-discrimination provisions of this Agreement, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until Contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. *Incorporation of Provisions:* Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Nondiscrimination Acts and Authorities, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

II. Nondiscrimination - 14 CFR Part 152 Requirements. During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest, agrees as follows:

1. Contractor agrees to undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, color, religion, gender, national origin, age, marital status, political affiliation, familial status, physical or mental disability, or sexual orientation be excluded from participation in any employment, contracting, or leasing activities covered in 14 CFR Part 152, Subpart E. Contractor agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subpart. Contractor agrees that it will require its covered sub organizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their sub organizations as required by 14 CFR Part 152, Subpart E, to the same effect.

2. Contractor agrees to comply with any affirmative action plan or steps for equal employment opportunity required by 14 CFR Part 152, Subpart E, as part of the affirmative action program, and by any federal, state, County or local agency or court, including those resulting from a conciliation agreement, a consent decree, court order or similar mechanism. Contractor agrees that state or County affirmative action plans will be used in lieu of any affirmative action plan or steps required by 14 CFR Part 152, Subpart E, only when they fully meet the standards set forth in 14 CFR 152.409. Contractor agrees to obtain a similar assurance from its covered organizations, and to cause them to require a similar assurance of their covered sub organizations, as required by 14 CFR Part 152, Subpart E.

3. If required by 14 CFR Part 152, Contractor shall prepare and keep on file for review by the FAA Office of Civil Rights an affirmative action plan developed in accordance with the standards in Part 152. Contractor shall similarly require each of its covered sub organizations (if required under Part 152) to prepare and to keep on file for review by the FAA Office of Civil Rights, an affirmative action plan developed in accordance with the standards in Part 152.
4. If Contractor is not subject to an affirmative action plan, regulatory goals and timetables, or other mechanism providing for short and long-range goals for equal employment opportunity under Part 152, then Contractor shall nevertheless make good faith efforts to recruit and hire minorities and women for its aviation workforce as vacancies occur, by taking any affirmative action steps required by Part 152. Contractor shall similarly require such affirmative action steps of any of its covered sub organizations, as required under Part 152.
5. Contractor shall keep on file, for the period set forth in Part 152, reports (other than those submitted to the FAA), records, and affirmative action plans, if applicable, that will enable the FAA Office of Civil Rights to ascertain if there has been and is compliance with this subpart, and Contractor shall require its covered sub organizations to keep similar records as applicable.
6. Contractor shall, if required by Part 152, annually submit to the County the reports required by Section 152.415 and Contractor shall cause each of its covered sub organizations that are covered by Part 152 to annually submit the reports required by Section 152.415 to Contractor who shall, in turn, submit same to the County for transmittal to the FAA.

EXHIBIT H - ENVIRONMENTAL DOCUMENTS

Company Name:

Mailing Address:

Street or Post Office Box

City: _____ State: _____ Zip Code: _____

Name of Environmental Representative: _____

Cell Phone Number: _____

Email Address: _____

Type of Agreement (Check One):

- () Airline Service Provider Agreement
- () Terminal Building Lease Agreement
- () Field Usage Agreement
- () Meals Aloft Permit
- () Other _____

Describe the activities performed and/or services provided under this agreement:

Does the company use any gas, oil or other environmentally sensitive products in the operation of your business? Explain in detail.

Does the company use any equipment or vehicles that use gas, oil or other environmentally sensitive products? Explain in detail.

Does the company perform fueling? Yes ___ No ___

Does the company use a vendor to perform fueling? Yes ___ No ___

If yes, what is the name and contact information of the fueling vendor?

Does the company perform aircraft or equipment maintenance? Yes ___ No ___

Does the company use a vendor for aircraft or equipment maintenance? Yes ___ No ___

If yes, what is the name and contact information of the maintenance vendor?

Does the company wash the exterior of planes? Yes ___ No ___

Does the company use a vendor to wash the exterior of planes? Yes ___ No ___

If yes, what is the name and contact information of the washing vendor?

Does the company have the following documents? Please provide a copy for the County's review:
If not applicable, denote "NA."

1. Best Management Plan, dated _____
2. Storm Water Pollution Prevention Plan, dated _____
3. Spill Prevention Control and Countermeasures Plan, dated _____
4. Hazardous Materials Plan, dated _____
5. Other applicable environmental plans:

Is the company required to file the SARA Title III Reporting? Yes ___ No ___

If Yes, was last filed on (date) _____

Does the company generate or store hazardous waste or hazardous materials pursuant to 40 CFR 261?

Yes ___ No ___.

If Yes, the status is _____ conditionally exempt; _____ small; _____ large quantity generator.

If required, reports were filed on (date) _____.

If Yes, what types of hazardous waste or materials do you generate or store?

Please provide all data sheets for any products used in cleaning or maintenance.

The County, State, or Federal governments issued to the Company the following environmental licenses and/or permits: (These licenses/permits include, but are not limited to, storage tanks, hazardous material, air, solid waste, hazardous waste, industrial wastewater pretreatment, and storm water). Provide copies of all environmental licenses and permits.

Permit Name/Type	License No.	Date Expires
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____

EXHIBIT I - MANAGEMENT AND OPERATION PLAN

2.2 MANAGEMENT AND OPERATIONS PLAN

2.2.1 Management & Operations

FFM's operations approach initially establishes the management structure and project team necessary to effectively manage all aspects of the fuel facility. Our management and technical staff will be prepared at the onset of the contract to immediately manage and track all aspects of the fueling system and respond to the safety needs and any equipment failures that could impact the fuel distribution system. FFM's employees undergo extensive training and have firsthand working knowledge of the fuel system currently installed FLL.

FFM currently employs several licensed contractors who installed the rental car fueling system at FLL including John Jeremiah, the Pollutant Storage Systems Contractor that permitted and was responsible for the fuel system installation; Randy Fries, the Master Electrician who was responsible for permitting and installation of the fuel system electrical; and the Master Electrician who provided the wiring connections and programming.



For the past 16 years, FFM has provided a well trained staff to maintain the fueling system and our proven approach has provided Broward County, the rental car companies, and hundreds of thousands of leisure and business travelers with an uninterrupted supply of fuel on a daily basis.

Project Team: FFM's Project Team ensures timely responses to needed repairs and maintenance, facility compliance, accountability, and continuous cost-efficient and effective operation. Our team includes a highly capable and experienced project manager along with an on-site supervisor and skilled technicians. FFM utilizes sub-consultants when needed and when it is cost-effective. For example, if a pump motor needs replacement, we will utilize a sub-consultant since purchasing the equipment required to remove the pump would not be cost-effective for such a rare service problem. *One pump being down will not affect the operation, as our staff can reprogram the other pump controllers within minutes to take over while awaiting the repair.*

FFM is accustomed to working with mechanical and electronic equipment, and as a Certified Pollutant Storage Systems and Electrical Contractor, we are usually able to make repairs to equipment on-site without delay. Our experience and knowledge of the FLL facility give us a unique perspective, enabling us to get the job done right at the most responsible cost. Every decision made to purchase a piece of equipment is based on how the facility will be impacted and whether it is necessary to continue operations.

Fuel Supply: FFM continually monitors fuel supplies at the Bulk Terminals and communicates with the supplier to ensure that the facility's fuel inventory is maintained at adequate levels.

FFM developed a supply agreement for the Rental Agencies to not only bid fuel competitively, but requires the supplier to maintain product levels, provide adequate insurance, pass along tax credits to the Rental Agencies, and assist in a contingency plan to supply product in the event of an emergency.

Every day FFM reconciles fuel usage for each Rental Agency through the Gasboy primary reporting system and Infinity, the secondary reporting system. All reports are checked for accuracy and sent to each agency. Daily fuel deliveries are reconciled with fuel on hand and fuel consumed to determine if a fuel loss or gain has occurred. Any readings out of EPA tolerances are investigated.

Facility Compliance: FFM maintains facility compliance and has gone above and beyond compliance guidelines to ensure the facility is in compliance and attended to. We maintain staff on-site 24/7/365 and provide the overall management of the fueling facility to ensure facility compliance with all federal, state, and local regulations, respond to events, clean, repair and maintain fueling equipment, and provide inspections of the ventilation and fire suppression systems. Moreover, FFM maintains the proper equipment on-hand to quickly restore fuel operations in the event of a failure.

FFM has consistently followed this M&O approach, which has proven to be successful over the past 16 years.

2.2.2 Sample Reports

FFM provides reports for daily fuel usage, Inventory reports, daily inspections, daily fuel reports by agency, daily supplier reports, maintenance reports, compliance logs, and tank inventory and leak detection reports. We have provided samples of the following reports below:

- *Fuel Usage Report*
- *Fuel/Tank Inventory Report*
- *CMMS Maintenance/Work Order Report*



2.2.3 Responding to Equipment Failures

Our approach to maintenance and operations is not only systematic, its systemic. We treat the fuel system much like a doctor would treat a patient. We analyze pressures to predict wear and possible equipment failure if not properly maintained.

Our goal is to keep our patients running and in good working order and, for the past 16 years, we have needed to perform very few minor surgeries and, overall, through preventative maintenance, we have a well performing state of the art fueling system. Having an experienced staff, maintaining the proper inventory of spare parts, and having licensed professionals on-site to make repairs is the proven and successful approach we use to maintain an uninterrupted fuel supply safely and efficiently.



At FFM, we pride ourselves on being hands-on rather than just making phone calls and waiting for outside companies who charge extra labor and fees to diagnose a problem that a trained staff could quickly identify and make the needed repair. We can respond quickly to equipment failures that impact the fuel distribution system because our on-site employees are well trained and service oriented. Because of their experience and training, when an urgent repair is needed, they can often step in and resolve the issue quickly and efficiently. In addition to saving on repair fees, this approach keeps operations running smoothly without the costs and frustration of downtime. We also keep the local rental car managers informed of all repairs in progress and schedule Preventative Maintenance and repairs during after peak operating hours.