

****Note:** This attachment is for reference purposes only and is not to be signed.
The agreement needs to be signed by EchoSign as outlined by FAA.**

3-12-0025-094-2021



U.S. Department
of Transportation
Federal Aviation
Administration

FAA ORL ADO
8427 SouthPark Circle,
Suite 524
Orlando, FL 32819

May 4, 2021

Mr. Mark E. Gale, A.A.E.
CEO/Director of Aviation
Broward County Aviation Department (BCAD)
320 Terminal Drive, Suite 200
Fort Lauderdale, FL 33315

SUBJECT: Airport Coronavirus Response Grant Program (ACRGP) Concessions Addendum

Dear Mr. Gale:

Please find the following electronic ACRGP Concessions Relief Addendum Offer, Addendum No. 3-12-0025-094-2021 for Fort Lauderdale/Hollywood International Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

- a. The governing body must provide authority to execute the addendum to the individual signing the addendum; i.e. the sponsor's authorized representative.
- b. The sponsor's authorized representative must execute the addendum, followed by the attorney's certification, no later than June 18, 2021, in order for the addendum to be valid.
- c. You may not make any modification to the text, terms or conditions of the addendum offer.
- d. The addendum offer must be digitally signed by the sponsor's legal signatory authority and then the addendum offer will be routed via email to the sponsor's attorney. Once the attorney has digitally attested to the addendum, an email with the executed addendum will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each payment request for reimbursement under this addendum must be made electronically via the Delphi invoicing System. The terms and conditions of this agreement require you drawdown and expend these funds within four years.

An airport sponsor may use these funds to provide relief from rent and minimum annual guarantees (MAG) to on-airport car rental, on-airport parking, and in-terminal concessions.

With each payment request you are required to upload a summary directly to Delphi. The summary should include at least the list of concessions, baseline numbers for proportional calculations, amount of rent and MAG relief, and the consultation date with any Airport Concession Disadvantaged Business Enterprise. Please refer to the [ACRGP Frequently Asked Questions](#) for further information

For the final payment request, in addition to the requirement listed above for all payment requests, you are required to upload directly to Delphi:

- A final financial report summarizing all of the costs incurred and reimbursed, and
- An SF-425, and

3-12-0025-094-2021

- A closeout report (A sample report is available [here](#)).

Until the addendum is completed and closed, you are responsible for submitting a signed/dated SF-425 annually, due 90 days after the end of each federal fiscal year in which this addendum is open (due December 31 of each year this addendum is open).

As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend \$750,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to assure your organization will comply with applicable audit requirements and standards.

I am readily available to assist you and your designated representative with the requirements stated herein. We sincerely value your cooperation in these efforts.

Sincerely,



Bart Vernace, P.E.
Manager

3-12-0025-094-2021



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AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP)

CONCESSIONS RELIEF ADDENDUM

Part I - Offer

Federal Award Offer Date May 4, 2021 _____

Airport/Planning Area Fort Lauderdale/Hollywood International Airport _____

ACRGP Addendum Number 3-12-0025-094-2021 _____

Unique Entity Identifier 066938358 _____

TO: Broward County
 (herein called the "Sponsor")

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA an application dated April 27, 2021 to amend Airports Coronavirus Response Grant Program (ACRGP or "the Agreement") Grant Agreement 3-12-0025-093-2021 to provide relief from rent and minimum annual guarantees (MAG) obligations to each eligible airport concession at Fort Lauderdale/Hollywood International Airport, in accordance with the Coronavirus Response and Relief Appropriations Act ("CRRSA Act" or "the Act"), Public Law 116-260, Division M;

WHEREAS, the FAA has agreed with the Sponsor to amend its ACRGP Grant Agreement 3-12-0025-093-2021 to further allocate \$3,844,634 to fund Concession Relief as defined below;

WHEREAS, the Sponsor has accepted the terms of the FAA's ACRGP Concessions Relief Addendum offer;

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor, the FAA has approved the ACRGP Concessions Relief Addendum Application for the Fort Lauderdale/Hollywood International Airport;

WHEREAS, no other terms, conditions, or assurances of the 3-12-0025-093-2021 shall be negated as a result of this ACRGP Concessions Relief Addendum;

WHEREAS, this ACRGP Concessions Relief Addendum hereby amends 3-12-0025-093-2021 for the purpose of adding \$3,844,634 for Fort Lauderdale/Hollywood International Airport to use to provide relief from rent and minimum annual guarantees (MAG) obligations, as applicable, to each eligible

3-12-0025-094-2021

airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and MAGs of all eligible airport concessions at Fort Lauderdale/Hollywood International Airport, as further defined herein, for relief provided no earlier than December 27, 2020, until the specified Concession Relief funds have been fully expended.

NOW THEREFORE, in accordance with the applicable provisions of the Coronavirus Response and Relief Appropriations Act, Public Law 116-260, Division M, the representations contained in the ACRGP Concessions Relief Addendum Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for an ACRGP Concessions Relief Addendum, the terms, conditions, and assurances of which are hereby attached to and made part of the terms, conditions, and assurances agreed to under 3-12-0025-093-2021 and, (b) the benefits to accrue to the United States and the public from the accomplishment of the ACRGP Concession Relief Addendum, and in compliance with the conditions and requirements as herein provided

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred accomplishing ACRGP Concessions Relief as a result of and in accordance with this ACRGP Concession Relief Addendum.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:**

CONDITIONS

ADDENDUM TO AIRPORT CORONAVIRUS RELIEF GRANT AGREEMENT 3-12-0025-093-2021

- 1a. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is \$3,844,634 to be provided to the airport sponsor for rent relief provided to eligible airport concessions as described herein.
- 2a. **Period of Performance.** This ACRGP Concessions Relief Addendum is subject to the following federal award requirements:
 - a. This Addendum does not change the period of performance date prescribed in the ACRGP Grant Agreement 3-12-0025-093-2021.
 - b. This Addendum does not change the budget period prescribed in the ACRGP Grant Agreement 3-12-0025-093-2021.
 - c. Close out and Termination.
 1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the period of performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the period of performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
 2. The FAA may terminate this ACRGP Concessions Relief Addendum, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340.
- 3a. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

3-12-0025-094-2021

- 4a. **Offer Expiration Date**. This offer will expire and the United States will not be obligated to pay any part of the costs of the Concessions Relief unless this offer has been accepted by the Sponsor on or before June 18, 2021, or such subsequent date as may be prescribed in writing by the FAA.
- 5a. **Electronic Grant Payment(s)**. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Concessions Relief Addendum electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

SUPPLEMENTAL TO ACRGP GRANT AGREEMENT 3-12-0025-093-2021

CONDITION FOR AIRPORT CONCESSIONS RELIEF -

1. **ACRGP Concessions Relief**. The Sponsor agrees that it will use the funds in this ACRGP Concessions Relief Addendum allocated specifically to cover lawful expenses to provide relief from rent and minimum annual guarantee obligations to on airport car rental, on-airport parking, and in-terminal airport concessions (collectively referred to herein as "Concessions") as defined in part 23 of title 49, Code of Federal Regulations, in accordance with the CRRSA Act, Public Law 116-260, Division M, Title IV. Use of these funds shall be governed by the following specific conditions defined in the CRRSA Act:
 - a. Relief provided to Concessions must equal the total amount of funds allocated for Concessions under this ACRGP Concessions Relief Addendum, to the extent practicable and to the extent permissible under state laws, local laws, and applicable trust indentures;
 - b. Relief provided to Concessions from rent and minimum annual guarantee obligations to each eligible airport concession in an amount that reflects each eligible airport concession's proportional share of the total amount of the rent and minimum annual guarantees of all the eligible airport concessions at such airport;
 - c. Relief provided to Concessions shall be prioritized to minority-owned businesses, to the extent permissible;
 - d. Relief shall only be provided to Concessions that have certified they have not received a second draw or assistance for a covered loan under Section 7(a)(37) of the Small Business Act (15 U.S.C. 636(a)(37)) that has been applied toward rent or minimum annual guarantee costs; and
 - e. Each Concession provided relief with these funds shall certify to the Sponsor it will not apply for a covered loan as described above for rent or minimum annual guarantee costs.

The Sponsor agrees that it will provide the FAA with reporting data in lieu of invoices to be reimbursed for eligible expenses as described herein and certify data submitted is true and correct. The FAA will provide reporting options for the Sponsor. The Sponsor may not use funds allocated for Concessions for other airport purposes except that the Sponsor may retain up to two percent of the amount allocated for Concession relief purposes in this ACRGP Concession Relief Addendum to administer the Concession relief program. Funds not expended under this condition are subject to recovery by FAA.

3-12-0025-094-2021

The Sponsor's acceptance of this Offer and ratification and adoption of the ACRGP Concessions Relief Addendum Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise an ACRGP Concessions Relief Addendum, as provided by the CRRSA Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Concessions Relief and compliance with the conditions as provided herein. Further, this ACRGP Concessions Relief Addendum shall be attached to ACRGP 3-12-0025-093-2021, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

**UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION**



(Signature)

Bart Vernace

(Typed Name)

Manager

(Title of FAA Official)

3-12-0025-094-2021

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the ACRGP Concessions Relief Addendum Application and incorporated materials referred to in the foregoing Offer under this ACRGP Concessions Relief Addendum, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer. Furthermore, the Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this

Broward County

(Name of Sponsor)

(Signature of Sponsor's Authorized Official)

By:

(Typed Name of Sponsor's Authorized Official)

Title:

(Title of Sponsor's Authorized Official)

3-12-0025-094-2021

CERTIFICATE OF SPONSOR'S ATTORNEY

I, _____, acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing ACRGP Concessions Relief Addendum under the laws of the State of Florida. Further, I have examined the foregoing ACRGP Concessions Relief Addendum and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the CRRSA Act. In addition, for grants involving Concessions Relief to be carried out by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. The Sponsor understands funding made available under this ACRGP Concessions Relief Addendum may only be used for the Concessions Relief prescribed in the Act and identified herein. The Sponsor acknowledges all terms, conditions and assurances in this ACRGP Concessions Relief Addendum are hereby attached to any ACRGP Grant Agreements previously or concurrently executed for any other purpose. Further, it is my opinion that the said ACRGP Grant Agreement and the ACRGP Concessions Relief Addendum attached hereto constitute a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

(Signature of Sponsor's Attorney)