

FIRST AMENDMENT TO THE 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 First Amendment (“First Amendment”) to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida (“County”), and Fuel Facility Management, Inc., a Florida corporation (“Contractor”) (collectively, the “Parties”), is effective on the date this First Amendment is fully executed by the Parties.

RECITALS

A. County and Contractor entered into an Agreement for Management of the Rental Car Center Fueling Facility Fort Lauderdale-Hollywood International Airport (RFP #PNC2120084P1), effective on October 21, 2020 (“Agreement”).

B. The Parties desire to amend the Agreement to provide a mechanism to authorize services in the event of an emergency.

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

1. The foregoing Recitals are true and correct, and are incorporated herein by reference. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

2. Amendments to the Agreement made by this First Amendment are shown by strikethrough text to indicate deletions and bold underlined text to indicate additions. Capitalized terms used in this First Amendment and not otherwise defined in this First Amendment shall have the meaning given to such terms in the Agreement.

3. Section 1.17 of the Agreement is amended as follows:

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 (“Scope of Services”), and any Emergency Services procured under this Agreement.**

4. A new section 3.3 is added to the Agreement to read as follows (bold underlining is omitted):

3.3 **Emergency Services.** If a sudden, unexpected, or impending situation arises that may cause injury, loss of life, damage to property, and/or interference with the normal activities of the Airport and requires immediate attention and remedial action, BCAD may direct Contractor to perform emergency repairs relating to the Fueling Facility that are in addition to the Services specified in **Exhibit A** (“Emergency Services”). If Emergency Services are so directed, BCAD shall provide Contractor with such notice as deemed

appropriate by BCAD under the circumstances. If BCAD's direction to perform Emergency Services was provided verbally, BCAD shall confirm same by a written notice (e-mail will suffice) issued by the Contract Administrator when time permits. Contractor shall perform any Emergency Services directed pursuant to this section and shall receive reimbursement for such Emergency Services as authorized in Section 5.4.

5. Section 5.1 of the Agreement is amended as follows:

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 for Services other than Emergency Services is One Million Nine Thousand Dollars ~~(\$1,000,009.00)~~ (\$1,009,000.00) for Services actually performed and completed pursuant to this Agreement during the first Contract Year.** The maximum not-to-exceed amount for **Services other than Emergency Services for** each subsequent Contract Year shall be adjusted as set forth in **Exhibit B** (Payment Schedule). **The maximum not-to-exceed reimbursement amount for Emergency Services shall not exceed One Hundred Thousand Dollars (\$100,000.00) during the Initial Term.** 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.

6. A new section 5.4 is added to the Agreement as follows (bold underlining is omitted):

5.4 During the Term of this Agreement, there may be costs related to the purchase of equipment, parts, or services from third parties to provide Emergency Services to remedy an emergency situation. To be reimbursable, the Emergency Services must have been authorized pursuant to Section 3.3 of this Agreement and Contractor must submit invoices and proof of payment to the Contract Administrator. Reimbursement shall be limited to actual costs. No mark-up or additional fees of any kind will be reimbursed. Contractor shall not be entitled to reimbursement for any travel expenses for Emergency Services. Following the submission of proper invoices and proof of payment by Contractor, the Aviation Department will authorize reimbursement.

Emergency Services reimbursement costs authorized pursuant to Sections 3.3 and 5.4 are in addition to compensation payments otherwise due to Contractor.

7. Article 12 of the Agreement is amended to add new Sections 12.31 and 12.32 as follows (bold underlining is omitted):

12.31 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor have registered with and use the E-Verify system maintained by the United States Department of Homeland Security to verify the work authorization status of all newly hired employees in compliance with the requirements of Section 448.095, Florida Statutes, and that entry into this Agreement will not violate that statute. If Contractor violates this section, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

12.32 Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and each Subcontractor do not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. Contractor represents and certifies that Contractor and each Subcontractor shall not provide or use such covered telecommunications equipment, system, or services during the term of this Agreement.

8. **Exhibit B** of the Agreement is hereby replaced in its entirety with the revised **Exhibit B** attached hereto and made a part of the Agreement. As of the date of complete execution of this First Amendment, every reference in the Agreement to **Exhibit B** shall be deemed to refer to the revised **Exhibit B** attached hereto.

9. Contractor acknowledges that through the date this First Amendment is executed by Contractor, Contractor has no claims against County with respect to any of the matters covered by the Agreement, and Licensee has no right of set-off or counterclaim against any of the amounts payable under the Agreement.

10. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.

11. This Agreement, including as amended herein by this First Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement, including as amended in this First Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

12. Preparation of this First Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

13. This First Amendment may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2021, and FUEL FACILITY MANAGEMENT, INC., signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

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

By _____
Mayor
____ day of _____, 20__

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
320 Terminal Drive, Suite 200
Fort Lauderdale, Florida 33315
Telephone: (954) 359-6100

By  7/29/21
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
First Amendment to Rental Car Fueling Facility
7.16.21
80071.0092

**FIRST AMENDMENT TO THE 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)**

WITNESSES

John Jeremiah
Signature

John Jeremiah
Print Name of Witness above

Rebecca Reimer
Signature

Rebecca Reimer
Print Name of Witness above

FUEL FACILITY MANAGEMENT, INC.

By: Jamua Hoos
Authorized Signor

Sawet M Hoos
Printed Name and Title

20 day of July, 2021

ATTEST:
Jamua Hoos
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



EXHIBIT B - PAYMENT SCHEDULE

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

	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

Emergency Services reimbursement of costs not to exceed \$100,00.00 for the Initial Term of this Agreement

<p>Three Year maximum not to exceed amount (includes Emergency Services reimbursement)</p>	<p>\$3,184,264.00</p>
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