



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

This Fifth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Fuel Facility Management, LLC, a Florida limited liability company ("Contractor") (each a "Party" and collectively referred to as the "Parties"), and is effective as of the date this Amendment is fully executed by the Parties ("Amendment Effective Date").

RECITALS

A. The Parties entered into the Agreement for Management of the Rental Car Center Fueling Facility at Fort Lauderdale-Hollywood International Airport, dated October 21, 2020 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment, dated September 22, 2021; a Second Amendment, dated November 14, 2023; a Third Amendment, dated October 22, 2024; and a Fourth Amendment, dated October 10, 2025. The Original Agreement, as amended by all four amendments, is referred to herein as the "Agreement."

C. The Agreement is currently set to expire on November 30, 2025.

D. The Parties now desire to further amend the Agreement to, among other things, extend the Term of the Agreement and update certain terms and rates as set forth herein.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, modifications to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. The Term of the Agreement shall be automatically extended on a month-to-month basis from December 1, 2025, through November 30, 2026, unless earlier terminated by the Director of Purchasing by providing Contractor with written notice of County's intent not to further extend the Agreement. If the Director of Purchasing provides Contractor with written notice of intent not to further extend the Agreement, the Agreement shall terminate thirty (30) calendar days following the date of such notice, unless otherwise agreed to in writing by the Parties. In the

event of such termination, the final payment to Contractor will be prorated for Services rendered through the effective date of the termination.

4. New Sections 12.35, 12.36, 12.37, 12.38, and 12.39 are added to the Agreement as follows (bold/underlining omitted):

12.35 Civil Rights - General. Contractor and its Subcontractors shall comply with pertinent statutes, executive orders, and such rules identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities, as such statutes, orders, and rules may be amended, to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex, age, or disability, be excluded from participating in any activity conducted with or benefiting from federal assistance.

12.36 Federal Fair Labor Standards Act (Federal Minimum Wage). This Agreement incorporates by reference the provisions of the Federal Fair Labor Standards Act (29 C.F.R. Part 201, et seq.), and the related regulations (collectively, "FLSA"), with the same force and effect as if fully restated herein. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers. Contractor must comply with the FLSA and has full responsibility to monitor compliance with the FLSA. Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

12.37 Occupational Safety and Health Act of 1970. This Agreement incorporates by reference the requirements of the Occupational Safety and Health Act of 1970 (29 C.F.R. Part 1910) ("OSHA") with the same force and effect as if fully restated herein. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. Contractor retains full responsibility to monitor its compliance and its Subcontractors' compliance with the applicable requirements of the OSHA. Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor-Occupational Safety and Health Administration.

12.38 Airport Issued Identification Media, Public Area Business Purpose Media, and Emergency Response Training. All employees, agents, representatives, contractors, and Subcontractors of Contractor shall obtain Airport Issued Identification Media or Public Area Business Purpose Media, and complete emergency response training, as required by Section 2-43 of the Broward County Code of Ordinances. Contractor shall comply with the requirements of Section 2-43 of the Broward County Code of Ordinances, including the requirement that Contractor compensate its employees, agents, representatives, contractors, and Subcontractors for time spent completing the emergency response training.

12.39 Retention of Records. If this Agreement is funded in whole or in part by a Federal Department of Transportation grant, in addition to all other retention requirements of this Agreement, Contractor shall preserve all Agreement records for a period of five (5)

years after the later of final payment or the completion of all Services to be performed pursuant to this Agreement.

5. **Exhibit B** to the Agreement is hereby replaced and superseded by the revised **Exhibit B** attached hereto and made a part hereof. Effective as of the Amendment Effective Date, every reference in the Agreement to **Exhibit B** shall be deemed a reference to the revised **Exhibit B** attached hereto.

6. **Exhibit G** to the Agreement is hereby replaced and superseded by the revised **Exhibit G** attached hereto and made a part hereof. Effective as of the Amendment Effective Date, every reference in the Agreement to **Exhibit G** shall be deemed a reference to the revised **Exhibit G** attached hereto.

7. Entities of Foreign Concern. By execution of this Amendment, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in Contractor; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

8. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

9. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this 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 as amended by this 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.

10. Preparation of this 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.

11. Contractor acknowledges and agrees that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

12. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this 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 _____, 20__; and _____, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 20__

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

Digitally signed by Kailie
Rush
Date: 2025.10.13
11:02:47 -04'00'
By Kailie Rush
Kailie Rush (Date)
Assistant County Attorney

Digitally signed by Israel
Fajardo
Date: 2025.10.13
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By Israel Fajardo
Israel Fajardo (Date)
Senior Assistant County Attorney

KR/em
Fifth Amendment (FFM)
10/13/2025
#1193605.2

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

CONTRACTOR

By: 
Authorized Signer

Rebecca Reimer - Director
Print Name and Title

13 day of October, 2025

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 Maximum Not-to-Exceed Amount	Annual Maximum Not-to-Exceed Amount
12/01/2020-11/30/2021	\$84,083.33	\$1,009,000.00
12/01/2021-11/30/2022	\$85,658.33	\$1,027,900.00
12/01/2022-11/30/2023	\$87,280.33	\$1,047,364.00
12/01/2023-11/30/2024	\$87,280.33	\$1,047,364.00
12/01/2024-11/30/2025	\$87,280.33	\$1,047,364.00
12/01/2025-11/30/2026	\$88,946.53	\$1,067,358.36

Maximum not-to-exceed amount for Emergency Services reimbursement for the Term of the Agreement: \$200,000.00.

Six year maximum not-to-exceed amount (inclusive of Emergency Services reimbursement): \$6,446,350.36.

EXHIBIT G – NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

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

1. *Compliance with Regulations*: Contractor (hereinafter includes Subcontractors) 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 Addendum, and which include, but are not limited to, the following:

- a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, et seq., 78 Stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- b. 49 C.F.R. Part 21 (Nondiscrimination 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 U.S.C. § 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 U.S.C. § 794, et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, et seq.) (prohibits discrimination on the basis of age);
- f. Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- g. The Civil Rights Restoration Act of 1987 (P.L. 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, subrecipients, 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 U.S.C. §§ 12131 – 12189), as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- i. The Federal Aviation Administration's nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and
 - j. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).
2. *Nondiscrimination:* Contractor, with regard to the work performed by it during the Addendum, 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 Addendum covers any activity, project, or program set forth in Appendix B of 49 C.F.R. 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 Contractor's obligations under this Addendum 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 County or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to County 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 nondiscrimination provisions of this Addendum, County 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 under the Addendum until Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Addendum, in whole or in part.
6. *Incorporation of Provisions:* Contractor will include the provisions of Sections A.1 through A.5 above 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 County 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 County to enter into any litigation to protect the interests of County. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

B. Nondiscrimination - 14 C.F.R. Part 152 Requirements. This provision only applies if this Addendum is subject to 14 C.F.R. Part 152, Chapter E. During the performance of this Addendum, 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 C.F.R. Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participation in any employment, contracting, or leasing activities covered in 14 C.F.R. 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 suborganizations to provide assurances to Contractor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations as required by 14 C.F.R. 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 C.F.R. 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 C.F.R. Part 152, Subpart E, only when they fully meet the standards set forth in 14 C.F.R. 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 suborganizations, as required by 14 C.F.R. Part 152, Subpart E.
3. If required by 14 C.F.R. 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 suborganizations (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 suborganizations, 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 suborganizations to keep similar records as applicable.

6. Contractor shall, if required by Part 152, annually submit to County the reports required by Section 152.415, and Contractor shall cause each of its covered suborganizations 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 County for transmittal to the FAA.

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