

_____ **AMENDMENT TO THE AGREEMENT BETWEEN BROWARD COUNTY AND**
_____, **FOR PRIVATE TAG AGENCY SERVICES**
(_____ **AREAS**) (RLI # _____)

This _____ Amendment between Broward County and _____ for Private Tag Agency Services ("2023 Amendment") is made and entered by and between Broward County, a political subdivision of the State of Florida ("County"), and _____, a Florida corporation ("Contractor") (County and Contractor collectively referred to as the "Parties").

A. On _____, the Parties entered into an agreement ("Original Agreement") for Contractor to provide private auto tag agency services in the _____ area.

B. The Original Agreement was amended by a First Amendment dated _____, 20____, a Second Amendment dated _____, 20____, and a Third Amendment dated _____, 20____ **[add any additional amendments as needed]** (the Original Agreement, as previously amended, is referred to herein as the "Agreement").

C. The Parties desire to further amend the Agreement to increase certain service fees charged by Contractor.

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

1. Recitals; Capitalized Terms. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this 2023 Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Increase of Certain Fees. Effective July 1, 2023, Contractor may charge increased fees for the following services, with such fees at or below the following maximum amounts: (a) \$4.50 for the issuance, transfer, replacement of license plate and/or decal, and registration certificate (currently \$3.85 as of June 1, 2023); (b) \$19.30 for application for original or transfer certificate of title (all kinds, including lien recordings, verifications, all necessary forms, notarizations, and sales tax collection or exemption) (currently \$16.50 as of June 1, 2023); and (c) \$7.90 for print electronic title (i.e., request for printing of a paper title from the Department of Motor Vehicles headquarters in Tallahassee and mailed to customer) (currently \$6.75 as of June 1, 2023). Except as permitted in this Section 2, Contractor shall not increase any fees or charges during the remaining term of the Agreement.

3. The following new sections are added to the Agreement as follows:

(a) Discriminatory Vendor and Scrutinized Companies List; Countries of Concern. Contractor represents that it has not been placed on the “discriminatory vendor list” as provided in Section 287.134, Florida Statutes, and that it is not a “scrutinized company” pursuant to Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and for the duration of the term of the Agreement will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and for the duration of the term of the Agreement will remain, in compliance with Section 286.101, Florida Statutes.

(b) 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.

(c) Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all subcontractors 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 all Subcontractors shall not provide or use such covered telecommunications equipment, system, or services during the duration of the term of the Agreement.

(d) Criminal History Screening Practices. If this Agreement is subject to the requirements of Section 26-125(d) of the Code, Contractor represents and certifies that Contractor will comply with Section 26-125(d) of the Code for the duration of the term of the Agreement.

(e) Polystyrene Food Service Articles. Contractor shall comply with the prohibition on the use or sale of expanded polystyrene products (e.g., Styrofoam) or single-use plastic beverage straws or stirrers on County property set forth in Section 27.173, Broward County Administrative Code.

4. Severability; Priority of Provisions. Except as expressly modified in this 2023 Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict or ambiguity between the terms and conditions of this 2023 Amendment and the terms and conditions set forth in the Agreement, this 2023 Amendment shall control.

5. Entire Agreement. The Agreement, as amended by this 2023 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 and this 2023 Amendment. Accordingly, the Parties agree that no deviation from the terms of this 2023 Amendment shall be predicated upon any prior representations or agreements, whether oral or written.

6. Joint Preparation. Preparation of this 2023 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.

7. No Claims of Breach. Contractor represents that through the date this 2023 Amendment is executed by Contractor, County has not breached the Agreement and Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

8. Effective Date. The effective date of this 2023 Amendment shall be July 1, 2023, or the date of complete execution by the Parties, whichever is later.

9. Counterparts and Multiple Originals. This 2023 Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left 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 13th
day of June, 2023, and CONTRACTOR, signing by and through its
_____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2023

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

By _____
Stacey R. Weinger (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Senior Assistant County Attorney

SRW 5.31.23

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(_____ AREAS) (RLI # _____)

CONTRACTOR

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2023

WITNESS/ATTEST:

Corporate Secretary or other witness