

**FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
RICONDO AND ASSOCIATES, INC. FOR CONSULTANT SERVICES FOR AIRPORT
MASTER PLAN UPDATE CONSULTANT SERVICES (RFP # R1277707P1)**

This First Amendment to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Ricondo and Associates, Inc., a corporation authorized to do business in the State of Florida ("Consultant"), is entered into effective as of the date this First Amendment is fully executed by the parties ("Effective Date").

RECITALS:

A. County and Consultant (collectively, the "Parties") entered into an agreement dated October 6, 2015 (the "Agreement") for Airport Master Plan Update Consultant Services.

B. The Initial Term of the Agreement is currently scheduled to expire on October 6, 2018, with two one-year extension options.

C. The Parties desire to amend the Agreement to increase the Optional Services budget to address immediate and near-term needs for the Fort Lauderdale-Hollywood International Airport ("FLL") and North Perry Airport ("HWO").

D. The amount of funds set aside within the Agreement for Optional Services totals \$300,000.00, and to date \$299,988.64 of this budgeted amount has been allocated to provide supplemental geographical information system coordination and planning services for FLL and HWO Airport Master Plan Updates.

E. Additional funds are needed in order to provide additional technical analysis in response to requests or questions from various agencies and stakeholders during Master Plan Update status briefings held to date.

F. Based on the number of meetings requested to date, there is an anticipated need for additional funding for supplemental meetings and workshops with stakeholders that exceed those budgeted for in the original Scope of Services.

G. The Parties are requesting that the Optional Services budget be increased by an additional amount of \$542,394.88, which would increase the Optional Services budget to \$842,394.88.

H. The Parties desire to update the exhibits and other terms of the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. The foregoing Recitals are true and correct, and are incorporated herein by reference.
2. Throughout this First Amendment, stricken-through language indicates deletions, and underlined language (except for the title) indicates additions.
3. The introduction of Article 5 of the Agreement is amended as follows:

Absent amendment, the total cumulative amount authorized for all Work Authorizations issued under this Agreement to CONSULTANT may not exceed a total maximum not to exceed Agreement amount of ~~\$4,290,603.00~~ \$4,832,997.88. The method of compensation to be paid under each individual Work Authorization shall be pursuant to one or a combination of the following:

...

4. Section 5.1.3 of the Agreement is amended as follows:

5.1.3 Optional Services. County has established an amount of ~~\$300,000.00~~ \$842,394.88 for potential Optional Services identified in Exhibit F which may be utilized pursuant to Article 6. Unused amounts of these Optional Services monies shall be retained by County.

5. Section 10.4 of the Agreement is deleted in its entirety and replaced with the following:

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

- a. Keep and maintain public records required by County to perform the services under this Agreement;
- b. 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;

- c. 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
- d. Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers the records to County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt. If Consultant keeps and maintains public records, Consultant 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.

The failure of Consultant to comply with the provisions of this section shall constitute a material breach of this Agreement entitling County to exercise any remedy provided in this Agreement or under applicable law.

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. Consultant will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that Consultant contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCT – TRADE SECRET." In addition, Consultant 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 Florida Statutes Section 812.081 and stating the factual basis for same. In the event that a third party submits a request to County for records designated by Consultant 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 Consultant. Consultant 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 non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 359-6129 SCOOPER@BROWARD.ORG, 2200 SW 45TH STREET, SUITE 101, DANIA BEACH, FL 33312.

6. Exhibit F to the Agreement is hereby deleted and replaced with Exhibit F, attached hereto. All references to Exhibit F in the Agreement shall be deemed to refer to the form of Exhibit F attached to this First Amendment.
7. In the event of any conflict or ambiguity between this First Amendment and the Agreement, the Parties agree that this First Amendment shall control.
8. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
9. The Agreement, as amended herein, 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 First Amendment to the Agreement. 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 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.
11. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.
12. This First Amendment may be executed in multiple counterparts, each of which shall be deemed to be an original.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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 _____, 2018, and Ricondo and Associates, 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 _____, 2018

Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Aviation Office
2200 SW 45th Street, Suite 101
Dania Beach, Florida 33312
Telephone: (954) 359-6100
Telecopier: (954) 359-1292

By  5.8.18
Tracy Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  5/8/18
Alexander J. Williams, Jr. (Date)
Senior Assistant County Attorney

FIRST AMENDMENT TO AGREEMENT FOR CONSULTANT SERVICES FOR
AIRPORT MASTER PLAN UPDATE CONSULTANT SERVICES BETWEEN
BROWARD COUNTY AND RICONDO AND ASSOCIATES, INC. (RFP # R1277707P1)

CONSULTANT

WITNESSES:

RICONDO AND ASSOCIATES, INC.

Kimberly Davis
Signature

Kimberly Davis
Print Name of Witness above

Atul Kushaina
Signature

Atul Kushaina
Print Name of Witness above

By: [Signature]
Authorized Signor
PEDRO RICONDO
SENIOR VICE PRESIDENT
Print Name and Title

3rd day of MAY, 2018

ATTEST: [Signature]
Corporate Secretary or other person
authorized to attest

(CORPORATE SEAL OR NOTARY)



EXHIBIT F
OPTIONAL SERVICES

No.	Description	
1.	<u>Agency Jurisdiction Coordination</u> Additional services due to changes in policies or regulations from Agencies with Jurisdiction in the matter that could affect the scope of this project.	
2.	<u>Additional Public Outreach</u> Additional services if meetings or public outreach information is needed beyond what is defined in the scope of services, this could be due to jurisdictional policy changes or any unanticipated issues that may arise.	
3.	<u>Broward County Aviation Department Requested Items</u> This could include items that may be determined to benefit the Airport Master Plan Update and may include items beyond the FAA Advisory Circular minimum requirements. Some items may include Capital Improvement Program data sheets and a recycling program at North Perry airport or other tasks requested by BCAD.	
4.	<u>Production and Printing of Deliverables</u> Additional printing and document production that is beyond what is already defined in the scope of services.	
5.	<u>Expert Resources</u> BCAD and its consultants reserve the opportunity to retain industry technical expertise in a variety of aviation fields to provide input to key elements of the masterplan study.	