



Broward County

Transaction #: 13579562

Receipt #: 10833153

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BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS

Records, Taxes & Treasury Division
115 South Andrews Avenue Rm 114

Fort Lauderdale, FL 33301

Tel. (954) 831-4000 Fax (954) 357-7267

<http://www.Broward.org/RecordsTaxesTreasury>

Cashier Date: 5/24/2024 10:10:47AM

Print Date: 5/24/2024 10:14:30AM

(1750) DOCUMENT CONTROL
ROOM 336U, GOVERNMENTAL CENTER
FORT LAUDERDALE, FL 33301

Payment Summary

Total Fees	\$0.00
Total Payments	\$0.00
	\$0.00

REF#: APPR BCC 5/21/24 #45A SUB BY AVIATION

1 Payment

No Charge

1 Official Record

It is the responsibility of our customers to inspect their recording receipt, to verify the accuracy of the information keyed. Should you find a mistake, please contact us immediately and the correction will be made within 24 business hours after notification. Submit corrections to: records@broward.org

Agreement

REF#: APPR BCC 5/21/24 #45A SUB BY
AVIATION

Instrument #: **119595569** Date: **5/24/2024 10:10:47AM**

From: BROWARD COUNTY

To: KEOLIS TRANSIT SERVICES LLC

**SEVENTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
KEOLIS TRANSIT SERVICES, LLC, FOR SHUTTLE BUS AND OTHER
TRANSPORTATION SERVICES AT FORT LAUDERDALE-HOLLYWOOD
INTERNATIONAL AIRPORT (RFP #2018-06-05-0-AV-02)**

This Seventh Amendment ("Seventh Amendment") to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida ("County"), and Keolis Transit Services, LLC, a Delaware limited liability company authorized to transact business in the State of Florida ("Contractor"), is effective as of the date it is fully executed by the Parties ("Amendment Effective Date"). County and Contractor shall be collectively referred to as the "Parties," and individually referred to as a "Party."

RECITALS

A. On March 28, 2019, the Parties entered into an agreement for Shuttle Bus and Other Transportation Services at Fort Lauderdale-Hollywood International Airport, which was amended by a First Amendment dated May 28, 2020, a Second Amendment dated August 6, 2021, a Third Amendment dated October 28, 2021, a Fourth Amendment dated December 29, 2021, a Fifth Amendment dated September 22, 2022, and a Sixth Amendment dated January 17, 2023 (collectively, as amended, the "Agreement").

B. The Agreement is currently set to expire on June 11, 2024.

C. The Parties are currently involved in a Dispute (as defined in Recital C of the Second Amendment to the Agreement) in connection with the Agreement.

D. Contractor, due to inflation and practical challenges in hiring and retaining drivers in this market in connection with the Agreement, has requested a retroactive adjustment of certain fees that are payable to Contractor under the Agreement.

E. The Parties wish to enter into this Seventh Amendment to, among other things, resolve the Dispute, extend the Term of the Agreement by one (1) year, and retroactively adjust certain fees that are payable to Contractor under the Agreement.

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 recitals stated above are accurate and are fully incorporated herein. Unless expressly defined in this Seventh Amendment, all capitalized terms used in this Seventh Amendment shall have the meanings given to such terms in the Agreement.

2. The Term of the Agreement is hereby effectively extended by one (1) year (i.e., from June 12, 2024, through June 11, 2025) (the "Year 1 Extension Term"). The Year 1 Extension Term shall be separate and apart from (and shall not be deemed to reduce or subtract from) any additional extension options referenced in Section 3.3 of the Agreement, as amended herein. The County hereby rescinds the contract extension notice sent by County to Contractor on December

14, 2023 ("Extension Notice"); as such, the Extension Notice shall have no legal effect and the Year 1 Extension Term shall be governed solely by the Agreement, as amended herein.

3. Article 3 of the Agreement is hereby amended as follows (strikethrough text indicates deletions and underlined text indicates additions):

...

3.2 The term of this Agreement shall commence on June 12, 2019 ("Commencement Date"), and shall end five (5) years thereafter ("Initial Term"). Shuttle Bus Services shall not commence, and Contractor shall not be paid any monies, until the Commencement Date. However, Contractor must begin procuring the Core Bus ~~Fleet~~ Fleet (and associated technology) after the Effective Date in accordance with the terms of this Agreement. The Initial Term and any extension term(s) shall be collectively referred to as the "Term." Any reference in this Agreement to the "term of this Agreement" or "term of the Agreement" shall mean a reference to the "Term."

3.3 Subject to Section 6.B of Exhibit B to this Agreement, County, through the Director of Aviation, shall have the sole option to ~~renew this Agreement for up to five (5) additional one (1) year terms~~ extend the Term via yearly or multi-year extensions, provided that the cumulative total of such extensions shall not exceed four (4) years, by sending notice thereof to Contractor at least one hundred eighty (180) calendar days prior to the expiration of the then-current ~~term~~ Term.

In the event that unusual or exceptional circumstances, as determined in the sole discretion of the Purchasing Director, render the exercise of an extension not practicable, or if no extension is available, and expiration of this Agreement would result in a gap in the provision of Services necessary for the ongoing operations of County, then this Agreement may be extended by the Purchasing Director, as a one-time option, for a period not to exceed three (3) months ("One-Time Extension") by sending notice thereof to Contractor at least thirty (30) calendar days prior to the expiration of the then-current ~~term~~ Term.

In the event ~~County elects to extend the term of this Agreement by either of the methods above~~ the Term is extended pursuant to this Section 3.3, Contractor agrees that it shall continue to provide the Services upon the same terms and conditions, subject to any updated rates and not-to-exceed amounts established by the Parties pursuant to Section 6.B of Exhibit B to this Agreement if applicable, as set forth in this Agreement for such extensions unless otherwise specified in this Agreement.

4. Article 4 of the Agreement is hereby amended as follows (strikethrough text indicates deletions and underlined text indicates additions):

Contractor shall invoice County, and County will pay Contractor, for Services ~~under~~ as set forth in this Agreement, ~~only in accordance with~~ including Exhibit B to this Agreement, up to maximum amounts as follows:

Services/Goods	Not-To-Exceed Amount For The Initial Term
Fixed Fee	\$10,619,020 <u>\$13,058,168</u>
In-Service Hourly Fee	\$106,164,572 <u>\$130,162,511</u>
Reimbursable Expenses	\$44,228,955 <u>\$45,767,002</u>
TOTAL NOT-TO-EXCEED	\$161,012,547 <u>\$188,987,681</u>

...

5. Section 3.F of Exhibit A to the Agreement, titled "Mechanics," is hereby amended as follows (strikethrough text indicates deletions and underlined text indicates additions):

...

- ii. ~~All mechanics must be certified by the National Institute for Automotive Service Excellence (ASE) relating to transit buses, be certified by an accredited trade school as a transit bus technician, have at least three (3) ASE certificates of competence in transit bus maintenance, or have an equivalent amount of training or experience approved by the Contract Administrator in writing. Contractor shall provide the Contract Administrator with documentation evidencing the above, if requested in writing by the Contract Administrator.~~
- iii. ii. Contractor shall assign a Maintenance Supervisor to review and approve the maintenance work performed on all Long-Term Vehicles. The Maintenance Supervisor shall review and approve all work orders prior to such work being completed and be responsible to ensure that all supporting documentation, including parts and labor service tickets, accompany each work order that is submitted to County for reimbursement.
- ~~iv.~~ iii. The Maintenance Manager shall possess qualifications that meet or exceed the following requirements:

...

3. Prior to the end of the one (1) year anniversary of hire date, ~~possess three (3) ASE certificates, and~~ complete all specific training offered by a vehicle manufacturer or other training specifically related to the vehicles authorized for use in this Agreement, or as requested by the Contract Administrator.

- ✕ iv. Each Mechanic shall possess qualifications that meet or exceed the following requirements:

...

(c) Prior to the end of the one (1) year anniversary of hire date, ~~possess three (3) ASE certificates, and any~~ complete all specific training offered by a vehicle manufacturer or other training specifically related to the vehicles authorized for use in this Agreement, or as requested by the Contract Administrator.

6. Rate Adjustments.

6.1 Effective as of October 1, 2023 (the "Retroactive Date"), the entirety of Sections 2.A and 2.B of Exhibit B to the Agreement shall be null and void and of no effect with respect to any Core Bus Fleet Services occurring on or after the Retroactive Date. The rates used to calculate the In-Service Hourly Fee for Core Bus Fleet Services that occur on or after the Retroactive Date shall be as follows:

i. In-Service Hourly Fee Rate Adjustment.

A. Beginning on the Retroactive Date through June 11, 2024, the rates set forth in the Exhibit 1 attached hereto ("Retroactive Rates") shall be the applicable rates for calculating the In-Service Hourly Fee for Core Bus Fleet Services provided on or after the Retroactive Date. County shall, within ninety (90) days after the Amendment Effective Date, calculate the difference between the In-Service Hourly Fee payments made by County under this Agreement for Core Bus Fleet Services that occurred on or after the Retroactive Date based upon the rates in effect prior to the Retroactive Date, and the In-Service Hourly Fee payments due under this Agreement for such Core Bus Fleet Services as a result of the Retroactive Rates ("Retroactive Payment Amount"). County shall, within thirty (30) days after determining the Retroactive Payment Amount, pay Contractor the Retroactive Payment Amount.

B. Beginning on June 12, 2024 ("Extension Term Commencement Date"), and continuing through June 11, 2025, the rates set forth in the Exhibit 2 attached hereto shall be the applicable rates for calculating the In-Service Hourly Fee for Core Bus Fleet Services that occur upon or after the Extension Term Commencement Date. For the avoidance of doubt, the rates set forth in Exhibit 2 shall apply to the Year 1 Extension Term only.

6.2 Fixed Fee Rate Adjustment. County currently pays Contractor a yearly Fixed Fee of \$2,123,803.92 in equal monthly installments of \$176,983.66

("Monthly Fixed Fee"). For the time period beginning on the Retroactive Date and continuing through June 11, 2025 (i.e., through the expiration of the Year 1 Extension Term), the Monthly Fixed Fee will be increased by \$15,016.34, resulting in an adjusted Monthly Fixed Fee equal to \$192,000.00 ("Adjusted Monthly Fixed Fee"); for clarity, as a result of the Adjusted Monthly Fixed Fee taking effect on the Retroactive Date, the total Fixed Fee for the last year of the Initial Term will be \$2,258,950.98 (i.e., 3 months at the Monthly Fixed Fee rate and 9 months at the Adjusted Monthly Fixed Fee rate), and the total Fixed Fee for the Year 1 Extension Term will be \$2,304,000.00 (i.e., 12 months at the Adjusted Monthly Fixed Fee rate). Within one hundred twenty (120) days after the Amendment Effective Date, County will pay Contractor the difference between the Monthly Fixed Fee and the Adjusted Monthly Fixed Fee for any months after the Retroactive Date for which County already paid Contractor the Monthly Fixed Fee. Commencing on the Retroactive Date, the term "Fixed Fee" shall mean the Fixed Fee as modified by this Section 6.2.

6.3 The changes identified in this Section 6 shall be deemed incorporated into and shall form a part of Exhibit B to the Agreement.

7. The first sentence of Exhibit B (i.e., the sentence starting with the word "The" and ending with the word "Agreement") to the Agreement is hereby deleted in its entirety.

8. Effective as of the Retroactive Date, Section 2.F of Exhibit B (regarding Tier 1, Tier 2, and Tier 3 rates) to the Agreement shall be null and void and of no effect with respect to any Core Bus Fleet Services occurring on or after the Retroactive Date.

9. Section 3 of Exhibit B to the Agreement is hereby amended as follows (strikethrough text indicates deletions and underlined text indicates additions):

...

B. Costs and expenses associated with the lease of the Core Bus Fleet (excluding any lease of the Core Bus Fleet between County and Contractor), including any extension of the leases for the Old Vehicles and technology and equipment upgrades.

...

10. Section 6.B of Exhibit B to the Agreement is hereby amended as follows (strikethrough text indicates deletions and underlined text indicates additions):

B. If County exercises any yearly or multi-year extension option(s) pursuant to Section 3.3 of this Agreement. ~~The the~~ Parties shall meet and confer to establish the Fixed Fee and In-Service Hourly Fee, and the applicable not-to-exceed amounts, for any such extension periods ~~that may be exercised by County pursuant to Section 3.3 of this Agreement~~. Such rates and not-to-exceed amounts must be approved by the Parties through an amendment

~~to this Agreement, with County acting through its Board, at least sixteen (16) months prior to the commencement of such extension period so as to allow time for a new solicitation should an agreement not be reached that is executed by the Parties prior to the expiration of the then-current Term. Notwithstanding anything contained herein to the contrary, if the Parties do not enter into an amendment establishing such rates and not-to-exceed amounts in accordance with the previous sentence, this Agreement shall automatically expire at the end of the then-current Term. Notwithstanding anything to the contrary contained herein, this Section 6.B shall not apply to an exercise of the One-Time Extension by the Purchasing Director pursuant to Section 3.3 of this Agreement; if the Purchasing Director exercises the One-Time Extension, Contractor shall be required to perform all Services during such extension on the same rates and fees (including a prorated Fixed Fee based upon the length of the extension) then currently in effect as of the Agreement Year (hereinafter defined) that immediately precedes such extension. For purposes of this Agreement, "Agreement Year" means the twelve (12) month period beginning on the Commencement Date and ending twelve (12) months after the Commencement Date ("Agreement Year 1"), and each twelve (12) month period thereafter until the date this Agreement expires or terminates.~~

11. Release. Contractor currently pays Banc of America Leasing and Capital, LLC ("Vehicle Owner") the following amounts (not including tax) per month for the lease of the New Vehicles (which are comprised of all the vehicles, trams, and items identified in Exhibit G of the Fifth Amendment to the Agreement) pursuant to the Vehicle Leases (hereinafter defined): \$421,402.99 under Schedule 31630-90000 006 between Contractor and Vehicle Owner dated May 6, 2020 ("Schedule 6"); \$10,573.98 under Schedule 31630-90000 007 between Contractor and Vehicle Owner dated May 6, 2020 ("Schedule 7"); and \$10,774.11 under Schedule 31630-90000 008 between Contractor and Vehicle Owner dated June 10, 2020 ("Schedule 8"). Pursuant to Section 3.B of Exhibit B to the Agreement, County is authorized to reimburse Contractor (if approved in advance and in writing by the Contract Administrator) for "[c]osts and expenses associated with the lease of the Core Bus Fleet" County, as a result of the Dispute, has approved (via a written letter from the Director of Aviation to Contractor dated May 28, 2020), the reimbursement to Contractor of the following reduced amounts for the Vehicle Leases: (i) \$392,546.61 per month for lease payments made by Contractor under Schedule 6; (ii) \$9,849.92 per month for lease payments made by Contractor under Schedule 7; (iii) \$10,042.82 per month for lease payments made by Contractor under Schedule 8; and (iv) the applicable taxes referenced in paragraph 5 of the Vehicles Leases (but only for taxes on the amounts identified in (i)-(iii) of this sentence). As of April 1, 2024, the total aggregate amount that Contractor has paid under the Vehicle Leases without reimbursement from County is one million five hundred and twenty thousand nine hundred and thirty-six dollars and ninety-two cents (\$1,520,936.92) ("Aggregate Lease Deficit Amount"). To fully resolve the Dispute, County agrees to make a one-time payment to Contractor in the amount of \$150,000.00 ("Settlement Amount"). Contractor hereby irrevocably and unconditionally waives, releases, acquits, and forever discharges County, and all of County's officers, employees, attorneys, members, and agents, from any and all claims, counterclaims, crossclaims, demands, causes of action, damages, judgments, rights, fees, debts, obligations, liabilities, expenses, costs, including attorneys' fees, and losses of every kind and nature, whether known or unknown, seen or unforeseen, suspected or unsuspected, matured or unmatured, that Contractor may have or has ever had against County resulting from, relating to, or in connection with the Aggregate Lease Deficit Amount, and any and all amounts that were, are, or will be due

or paid by Contractor, in connection with the Vehicle Leases, that are not reimbursed by County. Contractor acknowledges and represents that as of the Amendment Effective Date, County has paid all required amounts and has fulfilled all of its obligations under the Agreement. County shall render payment to Contractor of the Settlement Amount within one hundred twenty (120) days after the Amendment Effective Date.

12. If County, at any time during the Term, obtains an assignment of the Vehicle Leases (or any part thereof or right contained therein), County may, as part of or in connection with such assignment, request Vehicle Owner's consent to having Contractor perform any of County's obligations under the Vehicle Leases (including but not limited to, any maintenance, repair, replacement, upkeep, and insurance obligations). If County obtains Vehicle Owner's consent to having Contractor perform any of County's obligations under the Vehicle Leases, Contractor agrees that it shall be fully responsible for performing (in accordance with the terms and conditions of the Vehicle Leases) such obligations on behalf of County. Contractor hereby represents, warrants, and attests that it is fully aware of all deadlines, obligations, and requirements contained in the Vehicle Leases and that it is able to fulfill and comply with any such deadlines, obligations, and requirements. To the extent County is required to pay any sum or incur any expenses, damages, or fees in connection with the Vehicle Leases (or any part thereof or right contained therein) assigned to County, by reason of the failure, neglect, or refusal of Contractor to perform or fulfill any of the obligations contained in the Vehicle Leases, Contractor shall pay County the sum paid or the expense incurred by County, including all costs, damages, penalties, and interest at the rate of eighteen percent (18%) per annum from the date paid by County until the date paid by Contractor. Notwithstanding anything to the contrary contained herein, Contractor (i) represents and warrants that Contractor shall, as of the effective date of any assignment of the Vehicle Leases (or any part thereof or right contained therein) to County, have fulfilled each and every obligation required of Contractor under the Vehicle Leases, (ii) agrees that it shall remain solely responsible for any and all damages, defaults, and obligations in connection with the Vehicle Leases that accrued prior to the effective date of the assignment of the Vehicle Leases (or any part thereof or right contained therein) to County, (iii) agrees that, notwithstanding any consent from Vehicle Owner to having Contractor perform any or all of County's obligations under the Vehicle Leases, County shall at all times retain any and all rights, benefits, and options set forth in the Vehicle Leases (including any rights to exercise purchase or lease extension options), and (iv) shall not, under any circumstances, interfere with or seek to limit or impede any request made by County to Vehicle Owner to have Contractor perform any of County's obligations under the Vehicle Leases. For purposes of this Agreement, the term "Vehicle Leases" shall mean (i) Schedule 6, (ii) Schedule 7, (iii) Schedule 8, and (iv) any other documents assigned to or assumed by County in connection with an assignment of the Schedules (or any part thereof or right contained therein) referenced in (i)-(iii) of this sentence.

13. The Parties acknowledge and understand that County is in the process of attempting to purchase the New Vehicles from Vehicle Owner. Contractor agrees that it will execute any commercially reasonable documents and take any reasonable actions requested by County to effectuate the purchase of the New Vehicles by County. If County, at any time during the Term, purchases the New Vehicles, Contractor shall be deemed to automatically lease the New Vehicles from County ("Automatic New Vehicle Lease"). The Automatic New Vehicle Lease shall commence on the date (which shall be specified via written notice from the Director of Aviation to Contractor) on which County obtains title to the New Vehicles and shall automatically end upon

the expiration or termination of the Agreement. Contractor shall, on the commencement date of the Automatic New Vehicle Lease ("Lease Commencement Date"), and on each yearly anniversary date of the Lease Commencement Date during the Term, pay County fifty dollars (\$50.00) as rent for the lease of the New Vehicles. Contractor agrees and understands that any purchase of the New Vehicles by County shall not in any way reduce or limit Contractor's obligations and responsibilities with respect to the New Vehicles, and Contractor agrees that it is and shall continue to be solely responsible for any and all maintenance, repair, and upkeep obligations in connection with the New Vehicles and for insuring the New Vehicles in accordance with the Agreement. If County purchases the New Vehicles during the Term, Contractor shall, upon the expiration or earlier termination of the Agreement, immediately surrender the New Vehicles to County in (i) good working order and condition and without any damage or defects, and (ii) full compliance with the terms and conditions of the Agreement as amended herein.

14. Indemnification. In addition to any other indemnity obligations set forth in the Agreement, Contractor shall, upon any assignment of the Vehicle Leases (or any part thereof or right contained therein) to County or purchase of the New Vehicles by County, indemnify, hold harmless, and defend County and all of County's current, past, and future officers, agents, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorneys' fees, court costs, and expenses, including through the conclusion of any appellate proceedings, raised or asserted by any person or entity not a party to this Seventh Amendment, and caused or alleged to be caused, in whole or in part, due to (i) Contractor's use or operation of the New Vehicles, or (ii) Contractor's failure to abide by any of the terms, conditions, obligations, deadlines, and requirements set forth in the Vehicle Leases that Vehicle Owner has consented to having Contractor perform on County's behalf (collectively, a "Vehicle-Related Claim"). If any Vehicle-Related Claim is brought against an Indemnified Party, Contractor shall, upon written notice from County, defend each Indemnified Party with counsel satisfactory to County. The obligations of this Section 14 shall survive the expiration or earlier termination of the Agreement. If considered necessary by the County Attorney, any sums due to Contractor may be retained by County until all Vehicle-Related Claims subject to this indemnification obligation have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by County. Nothing in this Section 14 shall be interpreted or construed to relieve County from its obligations under Section 768.28, Florida Statutes.

15. New Sections 9.37, 9.38, 9.39, and 9.40 are hereby added to the Agreement as follows:

9.37 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 9.37, County may immediately terminate this Agreement for cause and Contractor shall be liable for all costs incurred by County due to the termination.

9.38 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 Term.

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

9.40 Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.173, Broward County Administrative Code.

16. Entities of Foreign Concern. The provisions of this Section 16 apply only if Contractor or any Subcontractor will have access to an individual's personal identifying information under this Agreement. Contractor represents and certifies: (i) Contractor is not owned by the government of a foreign country of concern; (ii) the government of a foreign country of concern does not have a controlling interest in Contractor; and (iii) Contractor is not organized under the laws of and does not have its principal place of business in, a foreign country of concern. On or before the Amendment Effective Date, Contractor and any Subcontractor that will have access to personal identifying information shall submit to County executed affidavit(s) under penalty of perjury, in a form approved by County attesting that the entity does not meet any of the criteria in Section 287.138(2), Florida Statutes. Terms used in this Section 16 that are not otherwise defined in this Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

17. By January 1 of each year, Contractor must submit, and cause each Subcontractor to submit, an Ownership Disclosure Form (or such other form or information designated by County), available at <https://www.broward.org/econdev/Pages/forms.aspx>, identifying the ownership of the entity and indicating whether the entity is majority-owned by persons fitting specified classifications.

18. Exhibit F of the Agreement is hereby deleted in its entirety and is replaced and superseded with revised Exhibit F attached hereto and made a part hereof. Every reference in the Agreement to Exhibit F shall be deemed to refer to Exhibit F attached hereto.

19. Except as expressly modified herein, all terms and conditions contained within the Agreement shall remain in full force and effect. To the extent of any conflict or ambiguity between this Seventh Amendment and the Agreement, this Seventh Amendment shall control.

20. Preparation of this Seventh 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.

21. Contractor acknowledges that as of the Amendment Effective Date, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

22. Each individual executing this Seventh Amendment represents and warrants that they are, on the date they sign this Seventh Amendment, duly authorized by all necessary and appropriate action to execute this Seventh Amendment on behalf of such party and do so with full legal authority.

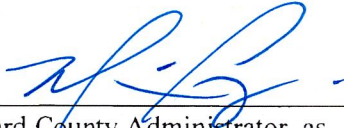
23. Multiple originals of this Seventh Amendment may be executed by the Parties, each of which shall be deemed an original. This Seventh Amendment may be executed in counterparts, whether signed physically or electronically, which, taken together, shall have the full force and effect of one and the same original document.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Seventh 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 21st day of May, 2024, and Contractor, signing by and through its Chief Operating Officer, duly authorized to execute same.

COUNTY

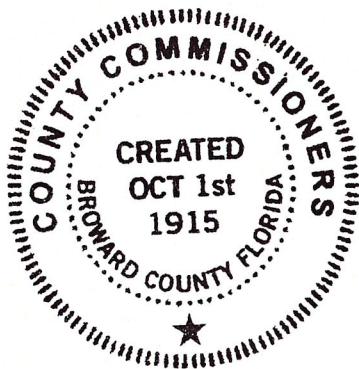
ATTEST:

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

BROWARD COUNTY, by and through
its Board of County Commissioners

By: Nan Rich Digitally signed by NAN
H. RICH
Date: 2024.05.21
12:51:08 -04'00'
Mayor

21st day of May, 2024



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

By: Kailie Rush Digitally signed by Kailie Rush
Date: 2024.04.11 10:47:16
-04'00'
Kailie Rush (Date)
Assistant County Attorney

By: Israel Fajardo Digitally signed by Israel
Fajardo
Date: 2024.04.25 16:57:08
-04'00'
Israel Fajardo (Date)
Assistant County Attorney

IF/KR/em
Keolis 7th Amendment
04/01/2024
80071.0020

CONTRACTOR

By: Stephen W. Shaw Digitally signed by Stephen W. Shaw
Date: 2024.04.10 14:17:13 -07'00'

_____ day of _____, 20__

EXHIBIT 1

<u>VEHICLE</u>	<u>RATE</u>
Van	\$49.50/hour
ADA Van Employee Route	\$49.50/hour
Tram	\$52.00/hour
Tram/Trailer	\$73.00/hour
Mini Bus	\$49.50/hour
40' Bus	\$76.70/hour
COBUS	\$59.00/hour
COBUS with FLAGGER	\$82.00/hour
Employee Shuttle	\$76.70/hour
Idle Hourly Rate	\$49.00/hour

EXHIBIT 2

<u>VEHICLE</u>	<u>RATE</u>
Van	\$52.50/hour
ADA Van Employee Route	\$52.50/hour
Tram	\$55.00/hour
Tram/Trailer	\$78.00/hour
Mini Bus	\$52.50/hour
40' Bus	\$81.51/hour
COBUS	\$62.50/hour
COBUS with FLAGGER	\$87.00/hour
Employee Shuttle	\$81.51/hour
Idle Hourly Rate	\$52.00/hour

EXHIBIT F

**EXHIBIT F
MINIMUM INSURANCE REQUIREMENTS
FOR
AGREEMENT BETWEEN BROWARD COUNTY AND
KEOLIS TRANSIT SERVICES, LLC, FOR SHUTTLE BUS AND OTHER TRANSPORTATION SERVICES AT FORT
LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP #2018-06-05-0-AV-02)**

TYPE OF INSURANCE	ADD. L INER	SUBS. WVD	MINIMUM LIABILITY LIMITS		
				Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form ☒ Commercial General Liability ☒ Premises-Operations ☐ XCU Explosion/Collapse/Underground ☒ Products/Completed Operations Hazard ☒ Contractual Insurance ☒ Broad Form Property Damage ☒ Independent Contractors ☒ Personal Injury ☒ Mobile equipment Per Occurrence or Claims-Made: ☒ Per Occurrence ☐ Claims-Made Gen'l Aggregate Limit Applies per: ☐ Project ☐ Policy ☐ Loc. ☐ Other _____	☒	☒	Bodily Injury Property Damage Combined Bodily Injury and Property Damage Personal Injury Products & Completed Operations	\$5 mil	\$5 mil
AUTO LIABILITY ☒ Comprehensive Form ☒ Owned ☒ Hired ☒ Non-owned ☒ Any Auto, if applicable <i>Note: May be waived if no driving will be done in performance of services/project.</i>	☒	☒	Bodily Injury (each person) Bodily Injury (each accident) Property Damage Combined Bodily Injury and Property Damage	\$5 mil	
☐ EXCESS LIABILITY / UMBRELLA Per Occurrence or Claims-Made: ☐ Per Occurrence ☐ Claims-Made <i>Note: May be used to supplement minimum liability coverage requirements.</i>	☒	☒			
☒ WORKER'S COMPENSATION <i>Note: U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water.</i>	N/A	☒	Each Accident	STATUTORY LIMITS	
☒ EMPLOYER'S LIABILITY			Each Accident	\$1mil	
☒ CYBER and TECH E&O	☒	☒		\$5 mil	
☒ POLLUTION / ENVIRONMENTAL LIABILITY COSTS AND CLEANUP ***REQUIRED IF FUELING, STORING, HANDLING OR USING HAZARDOUS MATERIALS OR SUBSTANCES IN REGULAR OPERATIONS or MAINTENANCE/SERVICES OF VEHICLES ON AIRPORT PROPERTY.	☒	☒	If claims-made form: Extended Reporting Period of: *Maximum Deductible:	2 years \$25k	\$2mil
Description of Operations: "Broward County" shall be listed as Certificate Holder and endorsed as an additional insured for liability, except as to Professional Liability. County shall be provided 30 days written notice of cancellation, 10 days' notice of cancellation for non-payment. Vendor insurance shall provide primary coverage and shall not require contribution from the County, self-insurance or otherwise. Any self-insured retention (SIR) must be declared to and approved by County and may require proof of financial ability to meet losses. Vendor is responsible for all coverage deductibles unless otherwise specified in the agreement.					
CERTIFICATE HOLDER: Broward County Aviation Department Ft. Lauderdale-Hollywood International Airport, Suite 200 320 Terminal Drive Fort Lauderdale, FL 33315 OPERATIONS			 Tracy Meyer Digitally signed by Tracy Meyer Date: 2024.03.01 15:32:56 -05'00'		