

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
YELLOW AIRPORT LIMOUSINE SERVICE, L.L.C. d/b/a GO AIRPORT SHUTTLE & EXECUTIVE
CAR SERVICE, A JOINT VENTURE, FOR SHARED RIDE AND LIMOUSINE CONCESSION SERVICES
AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-05-0-AV-03)**

This Second Amendment ("Second Amendment") to the Agreement between Broward County, a political subdivision of the State of Florida ("County"), and Yellow Airport Limousine Service, L.L.C. d/b/a Go Airport Shuttle & Executive Car Service ("Contractor"), a joint venture between Tri-County Transportation, Inc., a Florida corporation, and All Broward Services, Inc., a Florida corporation (collectively, County and Contractor may hereinafter be referred to as the "Parties"), is entered into effective as of the date this Second Amendment is fully executed by the Parties ("Effective Date").

RECITALS

A. County and Contractor entered into an Agreement for Shared Ride and Limousine Concession Services at Fort Lauderdale-Hollywood International Airport (RFP # 2018-06-05-0-AV-03), dated December 4, 2018, which was amended by a First Amendment dated February 25, 2020 (collectively, as amended, the "Agreement").

B. The Parties desire to amend the insurance requirements set forth in 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 Recital clauses stated above are true and correct and are incorporated in this Second Amendment by reference.
2. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
3. Article 5, Section 5.3 of the Agreement is amended to read as follows:

5.3 Insurers providing the insurance required by this Agreement must either be: (1) authorized by a current certificate of authority issued by the State of Florida to transact insurance in the State of Florida, or (2) except with respect to coverage for the liability imposed by the Florida Workers' Compensation Act, an eligible surplus lines insurer under Florida law. In addition, each such insurer shall have and maintain throughout the period for which coverage is required, a minimum A. M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII." Notwithstanding the foregoing, an insurer providing the automobile insurance required in Exhibit B-1 is not required to have and maintain a minimum A.M. Best Company Rating of "A-" and a minimum Financial Size Category of "VII"; provided, however, such insurer must be,

throughout the period for which automobile insurance coverage is required, a participant in the Florida Insurance Guaranty Association. To the extent insurance requirements are designated in **Exhibit B-1**, the applicable policies shall comply with the following:

...

4. If County modifies the insurance requirements in the Broward County Code of Ordinances related to the privilege of engaging in or conducting ground transportation services at the Airport during the term of this Agreement, then the insurance requirements established in the Agreement shall be subject to change at County's sole option. In such event, Contractor shall consent to an amendment that incorporates the modified insurance requirements.

5. Article 9 of the Agreement is amended by adding a new Section 9.35 to read as follows:

9.35 Verification of Employment Eligibility. Contractor represents that Contractor and each Subcontractor has registered with and uses 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.

6. Contractor acknowledges that through the Effective Date hereof, Contractor has no claims against County with respect to any of the matters covered by the Agreement, as amended, and Contractor has no right of set-off or counterclaims against any of the amounts payable under the Agreement, as amended. Contractor further acknowledges that through the Effective Date hereof, Contractor is not subject to any pending, or to its knowledge, any threatened causes of action, demands, or claims, and to Contractor's knowledge there are no grounds on which any causes of action, demands, or claims could be brought against it arising from, relating to, or in connection with the Agreement.

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

8. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect. 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 or this Second 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 Second 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. This Second Amendment may be executed in multiple counterparts, 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.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second 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 Contractor, 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: _____
_____ day of _____, 20__

Insurance requirements approved
by Broward County
Risk Management Division

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
Telecopier: (954) 359-1292

By: Tracy Meyer
Digitally signed by Tracy Meyer
Date: 2021.04.16 15:02:36 -04'00'
Tracy Meyer, Esq. Date
Risk Insurance and Contracts Manager

By: Sharon Thorsen
Digitally signed by Sharon Thorsen
Date: 2021.04.12 11:01:44 -04'00'
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
Shared Ride Second Amendment
10/07/2020
80071.0019

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
YELLOW AIRPORT LIMOUSINE SERVICE, L.L.C. d/b/a GO AIRPORT SHUTTLE & EXECUTIVE
CAR SERVICE, A JOINT VENTURE, FOR SHARED RIDE AND LIMOUSINE CONCESSION SERVICES
AT FORT LAUDERDALE-HOLLYWOOD INTERNATIONAL AIRPORT (RFP # 2018-06-05-0-AV-03)**

CONTRACTOR

WITNESSES:

Perry J Stamos
Signature
PERRY J STAMOS
Print Name of Witness above

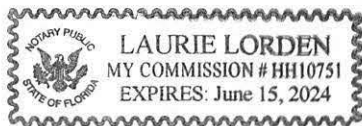
John R Gaddy
Signature
John R Gaddy
Print Name of Witness above



WITNESSES:

Linda E. Mitchell
Signature
Linda E. Mitchell
Print Name of Witness above

Alice King
Signature
Alice King
Print Name of Witness above



Yellow Airport Limousine Service, L.L.C., a joint venture d/b/a GO Airport Shuttle & Executive Car Service

Tri-County Transportation, Inc., Member of Yellow Airport Limousine Service, L.L.C.

By: *Susan T Gaddis*
Authorized Signor
Susan T Gaddis PC/D
Print Name and Title

2nd day of April, 2021, 2020

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

(CORPORATE SEAL OR NOTARY)

All Broward Services, Inc., Managing Member of Yellow Airport Limousine Service, L.L.C.

By: *Lorraine C Wilde*
Authorized Signor
Lorraine C Wilde DP
Print Name and Title

2nd day of April, 2021

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

(CORPORATE SEAL OR NOTARY)

[Signature]