

FIRST 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 First Amendment ("First 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 First 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 ("Agreement").

B. The Parties desire to amend the insurance requirements set forth in Exhibit B 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 Recital clauses stated above are true and correct and are incorporated in this First Amendment by reference.
2. 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.
3. Exhibit B to the Agreement is replaced with **Exhibit B-1** attached hereto, which is hereby incorporated in the Agreement. All references to Exhibit B in the Agreement are deemed to refer to **Exhibit B-1** attached hereto.
4. 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.
5. In the event of any conflict or ambiguity between this First Amendment and the

Agreement, the Parties agree that this First Amendment shall control.

6. 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.

7. 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.

8. This First 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.

[REMAINDER OF PAGE 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 _____, 2020, 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__

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:  _____ 1/31/2020
Sharon V. Thorsen (Date)
Senior Assistant County Attorney

SVT/ch
Shared Ride First Amendment
01/27/20
80071.0019

FIRST 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:



Signature

MICHAEL R. GADDIS, JR.

Print Name of Witness above



Signature

BETIANA EVANS

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: 

Authorized Signor

John M. Camillo, President

Print Name and Title

30th day of January, 2020

ATTEST:

Corporate Secretary or other person authorized to attest

(CORPORATE SEAL OR NOTARY)

WITNESSES:

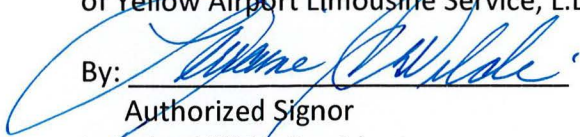


Signature
MICHAEL R. GADDIS, JR.
Print Name of Witness above



Signature
BETIANA EVANS
Print Name of Witness above

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

By: 

Authorized Signor
Lorraine Wilde, President
Print Name and Title

30th day of January, 2020

ATTEST:

Corporate Secretary or other person authorized
to attest

(CORPORATE SEAL OR NOTARY)

Insurance Requirements

The following coverage's are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Management.

TYPE OF INSURANCE 1. ALL COI's be submitted on an ACCORD 25 form 2. ALL deductibles are vendors responsibility 3. Self Insurance and SIR's is not automatically approved	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input checked="" type="checkbox"/> Explosion & Collapse Hazard <input checked="" type="checkbox"/> Underground Hazard <input type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobil equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 1 mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$125k /\$250k /\$50k sedans \$ 500k vans No airside	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY Dollar values only:		\$1 mil
		(each accident)	
<small>Description of Operations/Locations/Vehicles</small> Certificate must show on general liability and excess liability Additional Insured: Broward County . Also when applicable certificate should show Broward County as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required. Certificate Must be Signed and All applicable Deductibles shown. Indicate bid number, RLI,RFP, and project manager on COI.			
For all operations on airport property			

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act
CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:

Name & Address of Certificate Holder
 Broward County
 2200 SW 45th Street, Suite #101,
 Dania Beach, FL 33312
 Operations/Transportation

Approved: _____

Aviation Department
 Tracy Meyer, Esq.
 Risk Insurance and

Date Issued: _____
 Contracts Manager

1 30-2022

InsuranceLimitsForm 03 Revised certificateofinsrevised2005 DOC COI

*****Per Operations request for reevaluation and reduction of the insurance requirements.**