



**FOURTH AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
SUPER NICE STS, INC. d/b/a TRANSPORTATION AMERICA
FOR PARATRANSIT TRANSPORTATION SERVICES
RFP#C1231306P1**

This is the Fourth Amendment to the Agreement Between Broward County ("County") and Super Nice STS, Inc. d/b/a Transportation America ("Transportation America") for Paratransit Transportation Services. County and Transportation America may be collectively referred to as the "Parties."

RECITALS

- A. The Parties entered into an Agreement, dated February 3, 2015, for Transportation America to provide Paratransit Transportation Services to the County ("Agreement").
- B. On February 8, 2019, the Parties executed the First Amendment to the Agreement, which increased the maximum amount payable under the Agreement from \$34,292,394 to \$49,892,394 to cover payments for services through December 31, 2019, the end of the Initial Term.
- C. On April 5, 2019, the Parties executed the Second Amendment to the Agreement, which applied the higher living wage rate required by the Broward County Living Wage Ordinance, which increased the maximum amount payable under the Agreement from \$49,892,394 to \$50,179,300.
- D. On June 16, 2020, the Parties executed the Third Amendment to the Agreement to cover the costs associated with Transportation America assuming the responsibility for providing all Paratransit Transportation Services after the other service provider opted not to renew its agreement with the County.
- E. The County has exercised the second of the Agreement's two (2) one-year Renewal Terms, thereby extending the Agreement through December 31, 2021.
- F. Effective January 1, 2021, the Living Wage Ordinance requires service contractors, employees, and subcontractors performing covered services to be paid \$13.61 per hour with qualifying health benefits amounting to at least \$3.44 per hour, or \$17.05 per hour without health benefits.
- G. The Parties desire to enter into this Fourth Amendment to include the health care benefit amount of at least \$3.44 required by the Living Wage Ordinance and compensate Transportation America for providing all Paratransit Transportation Services for the County from January 1, 2021, through the remaining term of the Agreement.

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

1. Except as expressly modified herein, all terms and conditions of the Agreement as previously amended remain in full force and effect. Amendments made to the Agreement by this Fourth Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions.
2. Exhibit J, Price Sheet, Fixed Price per Registered Passenger Trip, shall be amended to increase the current per trip rate from the current rates as follows:

| | Current | New |
|----------------|---------------------------------|---------------------------------|
| Ambi Trip Rate | \$25.26 <u>26.15</u> | \$26.15 <u>29.94</u> |
| W/C Trip Rate | \$38.48 <u>39.37</u> | \$39.37 <u>45.07</u> |
| Agency Rate | \$24.23 <u>25.12</u> | \$25.12 <u>28.76</u> |

3. Article 8 of the Agreement titled "Compensation" is amended to read as follows:

8.1 County will pay Transportation America, in the manner specified in Section 8.2, up to a maximum amount of ~~Ninety-five Million Two Hundred Twenty-nine Nine Thousand Three Hundred Dollars (\$95,229,300)~~ Ninety-seven Million Six Hundred Forty-three Thousand Seven Hundred Dollars (\$97,643,700) for Paratransit Transportation Services actually provided pursuant to this Agreement (inclusive of all costs and expenses incurred by Transportation America in providing such Services), which amount shall be accepted by Transportation America as full compensation for all such work. Transportation America acknowledges that this amount is the maximum payable and constitutes a limitation upon County's obligation to compensate Transportation America for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon Transportation America's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as expressly provided to the contrary, no amount shall be paid to Transportation America to reimburse its expenses.

4. For the remaining duration of the Agreement, including any extensions, renewals, or amendments, Transportation America agrees to and shall pay to all of its "covered employees" providing "covered services" (as those terms are defined in the Living Wage Ordinance) the living wage rate of at least \$13.61 per hour with qualifying health care benefit amounts of at least \$3.44 per hour, or at least \$17.05 per hour without health care benefits, adjusted as provided in the Living Wage Ordinance. Transportation America shall fully comply with the requirements of the Living Wage Ordinance, including as may be amended from time to time hereafter. Transportation America shall ensure all of its subcontractors that qualify as "covered employers" fully comply with the requirements of such ordinance, including by paying the higher rates listed above and including as such ordinance or rates may be amended from time to time hereafter.
5. The effective date of this Fourth Amendment shall be retroactive to January 1, 2021. This Fourth Amendment represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the remainder of the

Agreement, as previously amended, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Fourth Amendment that is not contained in this written document or the Agreement as previously amended.

6. This Fourth Amendment 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 this page is intentionally blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fourth Amendment to Agreement: 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 January, 2021, and Super Nice STS, Inc. d/b/a Transportation America, signing by and through its President and CEO, duly authorized to execute same.

BROWARD COUNTY


ATTEST:

BROWARD COUNTY, by and through its Board of county Commissioners

Broward County Administrator, as ex officio Clerk of Broward County Board of County Commissioners

By _____
Mayor
____ day of _____, 2021

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  1/5/2021
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
Transportation America - Fourth Amendment.doc
12/28/2020
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d/b/a TRANSPORTATION AMERICA
FOR PARATRANSIT TRANSPORTATION SERVICES

SUPER NICE STS, INC. d/b/a TRANSPORTATION AMERICA

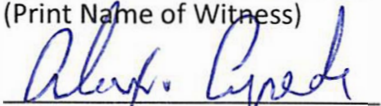
WITNESSES:



(Signature)

Nick Moore

(Print Name of Witness)



(Signature)

ALEXIS AGREDA

(Print Name of Witness)



By

4 day of January, 2021

RAY GONZALEZ

Print Name

Pres CEO

Print Title