



**NINTH 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 Ninth Amendment (“Ninth Amendment”) is between Broward County, a political subdivision of the State of Florida (“County”), and Keolis Transit Services, LLC, a Delaware limited liability company (“Contractor”) (County and Contractor are collectively referred to as the “Parties”).

RECITALS

A. On March 28, 2019, the Parties entered into the 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), 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, a Sixth Amendment dated January 17, 2023, a Seventh Amendment dated May 21, 2024, and an Eighth Amendment dated May 6, 2025 (collectively, as amended, the “Agreement”).

B. The Agreement is currently set to expire on June 11, 2026.

C. Section 3.3 of the Agreement authorizes County to extend the Term for up to four (4) one-year extensions upon written notice to Contractor, subject to the terms set forth in Section 6.B of Exhibit B to the Agreement. The Eighth Amendment to the Agreement confirmed the effective exercise of the first one-year extension. On December 5, 2025, County timely provided Contractor with written notice of County’s decision to extend the Term an additional one (1) year (i.e., from June 12, 2026, through June 11, 2027).

D. The Parties now desire to further amend the Agreement to, among other things, extend the Term, adjust the rates and not-to-exceed amounts in connection with such extension, and update other terms and conditions of the Agreement as set forth herein.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Ninth Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Unless otherwise expressly stated herein, modifications to the Agreement made pursuant to this Ninth Amendment are indicated herein by use of strikethroughs to indicate deletions and

bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. In accordance with Section 3.3 and Section 6.B of Exhibit B to the Agreement, the Term is hereby extended by one (1) year (i.e., from June 12, 2026, through June 11, 2027) (the “2026-2027 Extension”). For avoidance of doubt, County, as a result of exercising the 2026-2027 Extension, shall retain the option to further extend the Term for up to two (2) additional years in accordance with Section 3.3 of the Agreement.

4. For this 2026-2027 Extension, rates shall be adjusted as follows:

a. In Service-Hourly Fee. The rates set forth in Exhibit 1 attached hereto shall be the applicable rates for calculating the In-Service Hourly Fee for Core Bus Fleet Services that occur during the 2026-2027 Extension.

b. Fixed Fee. For the period from June 12, 2025, through June 11, 2026 (the “2025-2026 Extension”), County pays Contractor an Adjusted Monthly Fixed Fee equal to \$222,716, resulting in a yearly Fixed Fee of \$2,672,592 for such period. For the 2026-2027 Extension, the Adjusted Monthly Fixed Fee will be increased by \$8,918, resulting in a new Adjusted Monthly Fixed Fee equal to \$231,634 (and a total Fixed Fee for the 2026-2027 Extension equal to \$2,779,608). For the 2026-2027 Extension, the term “Fixed Fee” shall mean the Fixed Fee as modified by this Section 4.b.

c. The changes identified in this Section 4 shall be deemed incorporated into and shall form a part of Exhibit B to the Agreement.

5. Article 4 of the Agreement is hereby amended as follows:

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

Services/Goods	Not-To-Exceed Amount For The Term
Fixed Fee	\$15,730,760 <u>\$18,510,368</u>
In-Service Hourly Fee	\$127,489,919
Reimbursable Expenses	\$45,767,002 <u>\$42,987,394</u>
TOTAL NOT-TO-EXCEED	\$188,987,681

...

6. Section 9.32 of the Agreement is hereby deleted in its entirety and replaced with the following (bold/underlining omitted):

9.32 General Civil Rights Provisions. In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

7. The title of Section 9.33 of the Agreement is hereby deleted in its entirety and replaced with the following title (bold/underlining omitted): "Civil Rights – Title VI Assurances."

8. New Section 9.41 is added to the Agreement as follows (bold/underlining omitted):

9.41 Discriminatory Vendor and Scrutinized Companies Lists; Countries of Concern. Contractor represents that it has not been placed on the "discriminatory vendor list" as provided in Section 287.134, Florida Statutes, and that it has not been identified as a company or other entity subject to scrutiny under Sections 215.473 or 215.4725, Florida Statutes. Contractor represents and certifies that it is not, and throughout the Term will not be, ineligible to contract with County on any of the grounds stated in Section 287.135, Florida Statutes. Contractor represents that it is, and throughout the Term will remain, in compliance with Section 286.101, Florida Statutes.

9. Section 17 of the Seventh Amendment to the Agreement is hereby deleted in its entirety and is of no further force or effect.

10. **Exhibit J** of the Agreement is deleted in its entirety and is replaced and superseded with the revised **Exhibit J** attached hereto and made a part hereof. Every reference in the Agreement to **Exhibit J** shall be deemed to refer to **Exhibit J** attached hereto. For purposes of **Exhibit J**, any and all references to the term "Sponsor" shall be deemed to refer to "County."

11. Confidential Information; Generative Artificial Intelligence. Unless expressly authorized in this Agreement or in writing in advance by the Contract Administrator, Contractor is strictly prohibited from disclosing, uploading, or otherwise making available to third parties, directly or indirectly, including but not limited to through utilization of generative artificial intelligence tools, any exempt, confidential, sensitive security, or personal information of County. Contractor must ensure that any use of generative artificial intelligence tools by Contractor or its Subcontractors does not involve the disclosure of exempt, confidential, sensitive security, or personal information, including without limitation for large language model learning or training.

Contractor must implement and maintain appropriate technological and operational safeguards to ensure compliance with the obligations of this section.

12. In the event of any conflict or ambiguity between this Ninth Amendment and the Agreement, the Parties agree that this Ninth Amendment shall control. The Agreement, as amended herein by this Ninth Amendment, 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 as amended by this Ninth Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

13. Preparation of this Ninth 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.

14. Contractor acknowledges that through the date this Ninth Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

15. The effective date of this Ninth Amendment shall be the date of complete execution by the Parties.

16. This Ninth Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Ninth 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 _____, 2026; and Contractor, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

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

By: _____
Mayor
____ day of _____, 2026

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

Digitally signed by Jessica Alvarez
Date: 2026.03.11 16:28:42 -04'00'
By Jessica Alvarez
Jessica Alvarez (Date)
Assistant County Attorney

Digitally signed by Israel Fajardo
Date: 2026.03.17 13:54:47 -04'00'
By Israel Fajardo
Israel Fajardo (Date)
Senior Assistant County Attorney

JA/ch
Keolis 9th Amendment
02/04/2026
1215869.2

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CONTRACTOR

KEOLIS TRANSIT SERVICES, LLC

By: Bradley A. Thomas Digitally signed by Bradley A. Thomas
Date: 2026.03.10 15:45:31 -04'00'
Authorized Signer

Bradley A. Thomas
President and CEO

10th day of March, 2026

EXHIBIT 1

<u>VEHICLE</u>	<u>RATE</u>
Van	\$52.50/hour
ADA Van Employee Route	\$52.50/hour
Tram	\$60.95/hour
Tram/Trailer	\$86.30/hour
Mini Bus	\$52.50/hour
40' Bus	\$89.87/hour
COBUS	\$69.17/hour
COBUS with FLAGGER	\$96.07/hour
Employee Shuttle	\$89.87/hour
Idle Hourly Rate	\$57.85/hour

EXHIBIT J - NONDISCRIMINATION AND OTHER FEDERAL REQUIREMENTS

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq.).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the nondiscrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancelling, terminating, or suspending the contract, in whole or in part.

6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

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