

**EIGHTH 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 Eighth Amendment ("Eighth 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, a Sixth Amendment dated January 17, 2023, and a Seventh Amendment dated May 21, 2024 (collectively, as amended, the "Agreement").

B. The Agreement is currently set to expire on June 11, 2025.

C. Section 3.3 of the Agreement provides County with the option to extend (subject to the terms set forth in Section 6.B of Exhibit B to the Agreement) the Term of the Agreement by sending written notice (an "Extension Notice") of the proposed extension at least one hundred eighty (180) days prior to the expiration of the then-current Term.

D. On December 6, 2024, County timely provided Contractor with an Extension Notice in accordance with Section 3.3 of the Agreement informing Contractor of County's decision to extend the Term by one (1) year (i.e., from June 12, 2025, through June 11, 2026).

E. In accordance with Section 6.B of Exhibit B to the Agreement, the Parties wish to enter into this Eighth Amendment to, among other things, effectuate the extension of the Term by one (1) year and adjust the rates and not-to-exceed amounts in connection with such extension.

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 Eighth Amendment, all capitalized terms used in this Eighth Amendment shall have the meanings given to such terms in the Agreement.

2. Extension of Term. In accordance with Section 3.3 and Section 6.B of Exhibit B to the Agreement, the Term of the Agreement is hereby extended by one (1) year (i.e., from June 12, 2025, through June 11, 2026) (the "Extension Year"). For avoidance of doubt, County, as a result of exercising the Extension Year, shall retain the option to further extend the Term for up to three (3) additional years in accordance with Section 3.3 of the Agreement.

3. Rate Adjustments for the Extension Year.

a. In Service-Hourly Fee. Beginning on June 12, 2025 ("Extension Year Commencement Date"), and continuing through June 11, 2026, 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 upon or after the Extension Year Commencement Date.

b. Fixed Fee. For the period from June 12, 2024, through June 11, 2025, County pays Contractor an Adjusted Monthly Fixed Fee equal to \$192,000, resulting in a yearly Fixed Fee of \$2,304,000 for such period. Beginning on the Extension Year Commencement Date and continuing through June 11, 2026, the Adjusted Monthly Fixed Fee will be increased by \$30,716, resulting in a new Adjusted Monthly Fixed Fee equal to \$222,716 (and a total Fixed Fee for the Extension Year equal to \$2,672,592). Commencing on the Extension Year Commencement Date, the term "Fixed Fee" shall mean the Fixed Fee as modified by this Section 3.b.

c. The changes identified in this Section 3 shall be deemed incorporated into and shall form a part of Exhibit B to the 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 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 | \$13,058,168 <u>\$15,730,760</u> |
| In-Service Hourly Fee | \$130,162,511 <u>\$127,489,919</u> |
| Reimbursable Expenses | \$45,767,002 |
| TOTAL NOT-TO-EXCEED | \$188,987,681 |

...

5. Anti-Human Trafficking. By execution of this Eighth Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

6. 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 Eighth Amendment and the Agreement, this Eighth Amendment shall control. The Agreement, as amended herein by this Eighth 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 Eighth 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.

7. Preparation of this Eighth 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. 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.

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

10. Multiple originals of this Eighth Amendment may be executed by the Parties, each of which shall be deemed an original. This Eighth 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.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Eighth 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 _____, 2025; 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 _____, 2025

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 Kallie Rush Digitally signed by Kallie Rush
Date: 2025.04.11 10:08:31
-04'00'
Kallie Rush (Date)
Assistant County Attorney

By Israel Fajardo Digitally signed by Israel Fajardo
Date: 2025.04.11 10:04:17 -04'00'
Israel Fajardo (Date)
Senior Assistant County Attorney

IF/em
Keolis 8th Amendment
03/12/2025
80071.0020

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CONTRACTOR

Keolis Transit Services, LLC

By: 

Authorized Signer

Bradley D. Thomas CEO

Print Name and Title

10th day of April, 2025

EXHIBIT 1

| <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 | \$85.35/hour |
| COBUS | \$62.50/hour |
| COBUS with FLAGGER | \$87.00/hour |
| Employee Shuttle | \$85.35/hour |
| Idle Hourly Rate | \$52.00/hour |