

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

This Sixth Amendment ("Sixth Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and Super Nice STS, Inc. d/b/a Transportation America, a Florida corporation ("Transportation America") (collectively the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and Super Nice STS, Inc. d/b/a Transportation America, dated February 3, 2015 (the "Original Agreement"), to provide Paratransit Transportation Services to the County.

B. The Original Agreement was amended by the First Amendment dated February 8, 2019, which increased the maximum funding amount, a Second Amendment dated April 5, 2019, which applied the increased rates under the amended Living Wage Ordinance, a Third Amendment dated June 16, 2020, which provided for Transportation America to assume responsibility for additional Services that resulted from the other service provider opting out, a Fourth Amendment dated January 27, 2021, which included the health care benefit required by the amended Living Wage Ordinance and increased the maximum funding amount, and a Fifth Amendment dated October 4, 2021, which extended the Term and provided for additional Renewal Terms. The Original Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment, is referred to herein as the "Agreement."

C. The Agreement requires that Transportation America, a "covered employer," comply with the Broward County Living Wage Ordinance, Sections 26-100 through 26-105 of the Broward County Code of Ordinances ("Living Wage Ordinance"), including that Transportation America pay all of its employees providing "covered services," as defined in the Living Wage Ordinance, a living wage and provide paid time off. The Agreement also requires that Transportation America comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations.

D. On October 25, 2022, the Living Wage Ordinance was amended, effective December 31, 2022, to increase the living wage rate for covered employees to at least \$15.00 per hour for employees other than security services officers, to at least \$17.17 per hour for security services officers, and to require the covered employer to either provide qualifying health care benefits or pay an additional health care amount of at least \$3.65 per hour, with such rates adjusted annually as provided in the Living Wage Ordinance. The amendment to the Living Wage Ordinance also included a requirement for vendors to provide paid time off to covered employees. The amended Living Wage Ordinance provides that for covered contracts entered into prior to January 1, 2023, the vendor and County shall either enter into a written amendment applying the higher amended living wage rate and the requirement for paid time off, or the vendor shall provide written consent and express waiver of any objection or defense to the application of the higher amended living wage rate and the requirement to provide paid time off.

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 incorporated herein by reference. All capitalized terms not expressly defined within this Sixth Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Except as to paragraph 4, amendments to the Agreement made pursuant to this Sixth 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. This Amendment does not modify the term or duration of the Agreement.
4. Retroactive to January 1, 2023, and 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 \$15.00 per hour for covered employees other than security services officers, and at least \$17.17 for security services officers, and shall either provide qualifying health care benefits or pay its covered employees a health care benefit amount of at least \$3.65 per hour, with all of such amounts subject to adjustment as provided in the Living Wage Ordinance. Transportation America further agrees to provide paid time off to its covered employees under either the accrual method or the lump sum method, as described in the Living Wage Ordinance. Transportation America agrees that it cannot set a limit on the total accrual or award of paid time off at less than forty (40) hours on an annual basis. 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 in this paragraph, and by providing paid time off, and including as such ordinance or rates may be amended from time-to-time hereafter.
5. Exhibit J, Price Sheet, Fixed Price per Registered Passenger Trip is amended to read as follows:

							Option Year 1	Option Year 2
	Current 2021	2022	2023	2024	2025	2026		
Fixed Expense per Month (Administrative and Overhead)	\$203,687.65	\$211,835.16	\$220,308.57	\$229,120.91	\$238,285.75	\$247,817.18		
Fixed Price per Registered Passenger Trip								
Ambi Trip Rate	\$29.94	\$32.43	\$33.73 <u>\$34.59</u>	\$35.08 <u>\$35.97</u>	\$36.48 <u>\$37.41</u>	\$37.94 <u>\$38.91</u>		
W/C Trip Rate	\$45.07	\$47.56	\$49.46 <u>\$50.32</u>	\$51.44 <u>\$52.33</u>	\$53.50 <u>\$54.43</u>	\$55.64 <u>\$56.60</u>		
Agency Rate	\$27.76	\$31.25	\$32.50 <u>\$33.36</u>	\$33.80 <u>\$34.69</u>	\$35.15 <u>\$36.08</u>	\$36.56 <u>\$37.53</u>		

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

8.1 For all Services provided under this Agreement, including during the Renewal Term and

any Additional Renewal Terms, County will pay Transportation America, in the manner specified in Section 8.2, up to a maximum amount ~~Two Hundred Sixty-six Million Seven Hundred Ninety-nine Thousand Six Hundred Eighteen Dollars and 61/100 (\$266,799,618.61)~~ **Two Hundred Sixty-nine Million Eight Hundred Twenty One Thousand Eight Hundred Ninety Eight Dollars (\$269,821,898)** 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.

7. The Parties stipulate that the increase in compensation stated above in Paragraphs 5 and 6 is to reasonably mitigate the increased costs to Transportation America resulting from the October 25, 2022, amendments to the Living Wage Ordinance. Transportation America certifies the truth and accuracy of the documentation submitted by Transportation America to demonstrate the increased costs. Transportation America certifies that the increase in compensation stated in Paragraphs 5 and 6 is equal to or is less than the actual amount of the increased costs to Transportation America resulting from the October 25, 2022, amendments to the Living Wage Ordinance.

8. In the event of any conflict or ambiguity between this Sixth Amendment and the Agreement, the Parties agree that this Sixth Amendment shall control. The Agreement, as amended herein by this Sixth 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 in this Sixth 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.

9. Preparation of this Sixth 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.

10. Transportation America acknowledges that through the date this Sixth Amendment is executed by Transportation America, Transportation America has no claims or disputes against County with respect to any of the matters covered by the Agreement.

11. The effective date of this Sixth Amendment is retroactive to January 1, 2023.

12. This Sixth Amendment may be executed in counterparts, whether signed physically or electronically, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Sixth 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 _____, 2023, and Transportation America, signing by and through its President and CEO, 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 _____
Mayor
____ day of _____, 20__

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

By  2/23/2023
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
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TRANSPORTATION AMERICA FOR PARATRANSIT TRANSPORTATION SERVICES RFP#C1231306P1

SUPER NICE STS, INC. d/b/a Transportation America

By: 
Raymond Gonzalez
President and CEO

22 day of Feb, 20 23

WITNESS/ATTEST:

Corporate Secretary or other witness

(CORPORATE SEAL)

