

SECOND AMENDMENT

to

**SHARED RIDE AND LIMOUSINE SERVICE
CONCESSION AGREEMENT**

between

BROWARD COUNTY

and

**YELLOW AIRPORT LIMOUSINE SERVICE, A JOINT VENTURE
d/b/a/ GO AIRPORT SHUTTLE & EXECUTIVE CAR SERVICE**

RFP #20110614-0-AV-01

This Second Amendment to the Agreement (hereinafter defined) between Broward County, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners ("County"), and Yellow Airport Limousine Service, a joint venture d/b/a Go Airport Shuttle & Executive Car Service, its successors and assigns ("Concessionaire"), is entered into effective as of the date this Second Amendment is executed by the County ("Effective Date").

WHEREAS, the County and the Concessionaire (collectively, the "Parties") entered into an agreement, dated December 4, 2012, for shared ride and limousine services, which was amended by a First Amendment, dated June 24, 2016 (as amended, the "Agreement"); and

WHEREAS, the Agreement is set to expire on December 31, 2017;

WHEREAS, the Parties desire to extend the term of the Agreement subject to the approval of the Federal Aviation Administration ("FAA"), as hereinafter set forth; and

WHEREAS, the Parties desire to update the insurance requirements;

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 foregoing recitations are true and correct and are hereby incorporated herein by reference.

2. The Term of the Agreement is hereby extended for a period of one (1) year, commencing January 1, 2018 and terminating on December 31, 2018 ("One Year Extension"). If the FAA rejects the One Year Extension in writing at any time, then such One Year Extension shall be deemed a month-to-month extension for a period not to exceed twelve (12) months ("Month-to-Month Extension"), which Month-to-Month Extension may be terminated by the County upon at least one (1) month's prior notice to the Concessionaire. If the FAA rejects both the One Year Extension and the Month-to-Month Extension in writing at any time, then the Director of Aviation shall be authorized to terminate the Agreement upon thirty (30) calendar days' written notice to the Concessionaire. In no event shall any extension period extend beyond December 31, 2018. The Director of Aviation shall confirm the applicable extension (One Year Extension or Month-to-Month Extension) in writing to the Concessionaire upon receipt of the appropriate FAA approval.

3. During any extension period, the Concessionaire agrees to pay to the County the Privilege Fees set forth in the Agreement.

4. Section 12.2 of the Agreement is replaced in its entirety with the following:

12.2 Concessionaire shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Exhibit H, attached hereto and incorporated herein, in accordance with the terms and conditions required by this Article. Such policy or policies shall be issued by companies authorized to do business in the State of Florida with a minimum AM Best financial rating of A-, and having agents upon whom service of process may be made in Broward County, Florida.

12.2.1 Coverage shall be afforded on a form no more restrictive than the latest edition of the respective Insurance Services Office policy. Concessionaire shall specifically protect the County by naming Broward County as an additional insured/loss payee under the primary and non-contributory General Liability Policy, Business Automobile Liability, Excess Liability, and any Property or Environmental Insurance policies. The official title of the certificate holder is Broward County. This official title shall be used in all insurance documentation.

12.2.2 All policies of insurance required herein shall be endorsed to provide the County with thirty (30) calendar days prior written notice of cancellation and/or non-renewal and/or restriction, and shall be evidenced by a Certificate of Insurance. The County reserves the right to obtain a copy of any policy required by this

Article within fourteen (14) calendar days of a written request to Concessionaire, either by a personal inspection of the policy at the County or by receiving a copy of the policy. Any insurance coverage that is written on a "claims made" basis must remain in force for two (2) years after the termination of this contract. Commercial General Liability Insurance shall be written on an "occurrence" basis only.

- 12.2.3 **Review by County:** The aforesaid insurance coverage shall be reviewed from time to time by the County Risk Management Division and may be adjusted if the Risk Management Division determines that such adjustments are necessary to protect the County's interest. When such policies or certificates have been delivered by Concessionaire to the County as aforesaid and at any time or times thereafter, the County may notify Concessionaire in writing that the insurance represented thereby does not conform to the provisions of this Article due to the amount of coverage, the insurance company, or for any other reason, and Concessionaire shall have five (5) calendar days in which to cure any such defect. Compliance with the requirements of this Article as to the carrying of insurance shall not relieve Concessionaire of its liability under any other provision of this Agreement.
- 12.2.4 **Subrogation.** Notwithstanding anything to the contrary herein, Concessionaire waives any right of recovery against the County for any loss or damage to the extent the same is required to be covered by Concessionaire's insurance hereunder. Concessionaire shall obtain from its insurers a waiver of subrogation in favor of the County in connection with any loss or damage covered by Concessionaire's insurance.
- 12.2.5 **Certificate Holder Address.** The certificate holder address shall read "Broward County, c/o Aviation Department, 2200 SW 45 Street, Suite 101, Dania Beach, FL 33312" or such other address as may from time to time be required by the County.
- 12.2.6 Any subcontractor performing work for Concessionaire shall have Broward County listed as a certificate holder for all coverages and as an additional insured for its General Liability, Excess Liability coverages, and Pollution. Concessionaire shall require their subcontractors to provide all appropriate and necessary insurance coverages in their respective agreements.

12.2.7 Compliance with the foregoing requirements shall not relieve Concessionaire of its liability and obligations under any other provision of this Agreement.

5. Exhibit H to the Agreement is replaced in its entirety with Exhibit H attached hereto. All references to Exhibit H in the Agreement shall hereinafter refer to Exhibit H, attached hereto.

6. The Concessionaire acknowledges and agrees that the ACDBE participation goals set forth in the Agreement, and any modifications requested by the FAA, shall apply to all amounts covered by the Agreement.

7. The Concessionaire acknowledges that, through the Effective Date hereof, it has no claims against the County with respect to any of the matters covered by the Agreement, and it has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

8. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that the Second Amendment shall control.

9. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

10. The Agreement incorporates and includes all prior negotiations, 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 modified hereby. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

11. Preparation of this Second Amendment has been a joint effort of the Concessionaire and the County 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.

12. Except as modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

13. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original.

SECOND AMENDMENT TO THE SHARED RIDE AND LIMOUSINE SERVICE
CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND YELLOW
AIRPORT LIMOUSINE SERVICE, A JOINT VENTURE d/b/a/ GO AIRPORT SHUTTLE
& EXECUTIVE CAR SERVICE

IN WITNESS WHEREOF, the parties have made and executed this SECOND
AMENDMENT to the SHARED RIDE AND LIMOUSINE SERVICE CONCESSION
AGREEMENT: BROWARD COUNTY, signing by and through its Mayor or Vice Mayor,
authorized to execute same by Board action on the ____ day of _____,
2017, and YELLOW AIRPORT LIMOUSINE SERVICE, A JOINT VENTURE d/b/a/ GO
AIRPORT SHUTTLE & EXECUTIVE CAR SERVICE, signing by and through its
representatives duly authorized to execute same.

COUNTY

ATTEST:

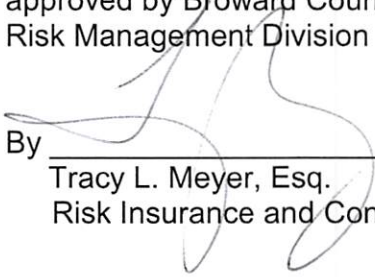
BROWARD COUNTY, by and through
its Board of County Commissioners


Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

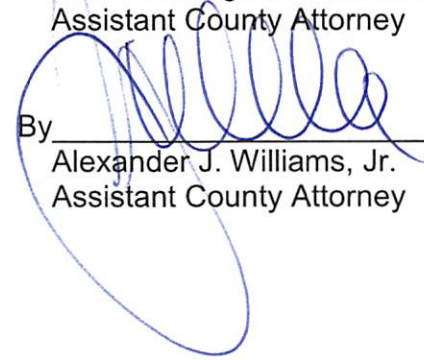
By _____
Mayor
____ day of _____, 20__

Insurance requirements
approved by Broward County
Risk Management Division

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  _____ 12.5.17
Tracy L. Meyer, Esq. (Date)
Risk Insurance and Contracts Manager

By  _____ 12/5/17
Carlos Rodriguez-Cabarrocas (Date)
Assistant County Attorney

By  _____ 12/5/17
Alexander J. Williams, Jr. (Date)
Assistant County Attorney



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CONCESSION AGREEMENT BETWEEN BROWARD COUNTY AND YELLOW
AIRPORT LIMOUSINE SERVICE, A JOINT VENTURE d/b/a/ GO AIRPORT SHUTTLE
& EXECUTIVE CAR SERVICE

CONCESSIONAIRE

ATTEST:



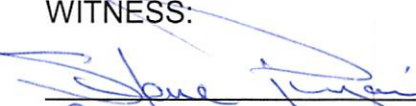
Secretary


By: 
Title: CEO

(CORPORATE SEAL)

22 day of November, 2017

WITNESS:



Linda E. Mitchell

EXHIBIT H

Minimum Insurance Requirements SHARED RIDE AND LIMOUSINE SERVICE

CONCESSION the following are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm and be incorporated in the final agreement. Any deviation or change shall be approved in writing by Risk Management.

TYPE OF INSURANCE	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 checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input checked="" type="checkbox"/> mobile equipment	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 Mil	\$ 1 Mil
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> ComprehensiveForm <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Autos and vehicles of any kind used	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1 mil non airside No airside access	
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY with cleanup, including but not limited to,	Max Ded \$10K		
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$1 mil
Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. NO DEDUCTIBLE SHALL BE GREATER THAN TEN THOUSAND DOLLARS (\$10,000.00) "claims made" basis must remain in force for two (2) years after the termination of this contract			
<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 Certificate Must be Signed and All applicable Deductibles shown. INSURED is RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED. Indicate bid number, RLI, RFP, and project manager on COI.			

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 45 th Street, Suite 101 Fort Lauderdale, FL 33301 RE: K Willman
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Tracy Meyer
 Aviation Department
 Risk Manager

Digitally signed by Tracy Meyer
 DN: dc=local, dc=fll-airport,
 ou=FLLUSERS, cn=Tracy Meyer
 Date: 2017.11.29 14:17:36
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