

# **Item # 2**

**Exhibit 2**

**Replacement pages 6 & 62**

**ADDITIONAL MATERIAL**

**Regular Meeting**

**MARCH 5, 2019**

**SUBMITTED AT THE REQUEST OF**

**AVIATION DEPARTMENT**

## Jardine, Arlene

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**From:** Mohammed, Ria  
**Sent:** Friday, March 1, 2019 9:53 AM  
**To:** Cepero, Monica; Lindor, Vayola; Jardine, Arlene  
**Cc:** Saucedo, Andrea; Gale, Mark  
**Subject:** 3/5/2019 Board Meeting, Item No. 2, Replacement Pages 6 and 62  
**Attachments:** Replacement Pages 6 and 62 2-28-2019 LWO passed.pdf

Monica,

Attached are replacement pages for Item No. 2, Exhibit No. 2, Pages 6 and 62 - Award of Ground Transportation Management Services Contract.

Based on revisions made by the County Attorney's Office and approved by SP Plus, these pages of the contract have been revised to apply the recent amendment to the Living Wage Ordinance to increase the health care benefit to \$3.44 per hour, effective January 1, 2021.

Thank you,

Ria Mohammed  
Administrative Coordinator



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4.2.3 Adjustments in scheduling of Contractor's personnel may require an increase or decrease of employee work hours. Notwithstanding any scheduling adjustments, the not-to-exceed amount set forth in Section 4.1.1 may only be increased by an amendment to this Agreement.

4.2.4 The Fully Burdened Hourly Rates are subject to change annually beginning on the first day of the second Contract Year, May 1, 2020, and on May 1 of each subsequent Contract Year during the term of this Agreement. Any change in the Fully Burdened Hourly Rates shall be limited to the lesser of the change in U.S. Department of Labor Consumer Price Index - All Urban Consumers (Series ID CUURA320SA0) for the Miami-Fort Lauderdale Area ("CPI") or three percent (3%). The increase or decrease in the CPI shall be calculated as follows: the difference of CPI current period less CPI previous period, divided by CPI previous period, times 100. The CPI current period shall mean the most recent published monthly index prior to the end of the then current Contract Year. The CPI previous period shall mean the same month in the year prior to the CPI current period.

4.2.5 The Living Wage Ordinance was amended to increase the health care benefit amount to \$3.44 per hour beginning on January 1, 2021 ("Increased Health Care Benefit"). To coincide with the implementation of the Increased Health Care Benefit, the Adjusted Fully Burdened Hourly Rates established in Exhibit B-1 shall become effective on January 1, 2021. The Adjusted Fully Burdened Hourly Rates shall remain in effect for only so long as the Contractor is actually paying the Increased Health Care Benefit to its employees performing the Services hereunder. In the event the Increased Health Care Benefit is not actually paid to Contractor's employees performing the Services hereunder for any reason, the Adjusted Fully Burdened Hourly Rates shall revert back to the Fully Burdened Hourly Rates established in Exhibit B subject to the annual adjustments as provided in this Section 4.2.

4.2.6 In the event the Living Wage Ordinance is amended during the term to provide for adjustment to the living wage or the health care benefit amount, as defined in the Living Wage Ordinance, in excess of the adjustments currently authorized in the Living Wage Ordinance ("Excess Adjustment") and Contractor is able to demonstrate to the Contract Administrator's satisfaction that the Excess Adjustment impacts its actual costs in providing Services, then the Parties agree to meet to negotiate in good faith an adjustment to the Fully Burdened Rates. Any such negotiation shall be limited to the amount necessary to mitigate the impact to Contractor's actual costs resulting specifically from the Excess Adjustment. This Section 4.2.6 shall not apply to the Adjusted Fully Burdened Hourly Rates established in Exhibit B-1 which have been prepared in anticipation of an increase in health care benefit amount to \$3.44 per hour effective on January 1, 2021.

#### 4.3 METHOD OF BILLING AND PAYMENT

4.3.1 Invoices. Contractor shall submit invoices for compensation on a bi-weekly basis pursuant to the rates set forth in Exhibit B or, if applicable, Exhibit B-1, but only after the Services for which the invoices are submitted have been completed. An original invoice plus one copy are due within fifteen (15) days of the end of each bi-weekly period except that the final invoice must be received no later than sixty (60) days after expiration or earlier termination of this Agreement. Invoices shall designate the nature of the Services performed and, as applicable, the personnel, hours, tasks, and other detail as requested

## EXHIBIT B-1 – Adjusted Fully Burdened Hourly Rates

The Adjusted Fully Burdened Rates shall remain in effect for only so long as the Contractor is actually paying the Increased Health Care Benefit to its employees performing the Services hereunder.

Health Care Benefit Increased to \$3.44 Beginning January 1, 2021				
	Partial Year 2	Year 3	Year 4	Year 5
	<u>1/1/21 - 4/30/21</u>	<u>5/1/21 - 4/30/22</u>	<u>5/1/22 - 4/30/23</u>	<u>5/1/23 - 4/30/24</u>
Pay With Benefits (LW)	13.27	13.27	13.27	13.27
Pay Without Benefits	16.71	16.71	16.71	16.71
Health Care Differential (HD)	3.44	3.44	3.44	3.44
Project Manager	88.44	88.44	88.44	88.44
Admin / Payroll HR	32.70	32.70	32.70	32.70
Admin - Clerk	32.70	32.70	32.70	32.70
Shift Supervisor	29.01	29.01	29.01	29.01
Shift Supervisor 2nd Shift	29.01	29.01	29.01	29.01
Shift Supervisor 3rd Shift	29.01	29.01	29.01	29.01
Taxi Starter	25.25	25.25	25.25	25.25
Taxi Starter 2nd Shift	25.25	25.25	25.25	25.25
Taxi Starter 3rd Shift	25.25	25.25	25.25	25.25
Commercial Vehicle Lane	25.25	25.25	25.25	25.25
Commercial Vehicle Lane 2nd Shift	25.25	25.25	25.25	25.25
Commercial Vehicle Lane 3rd Shift	25.25	25.25	25.25	25.25
Lot Dispatcher	25.25	25.25	25.25	25.25
Lot Dispatcher 2nd Shift	25.25	25.25	25.25	25.25
Lot Dispatcher 3rd Shift	25.25	25.25	25.25	25.25
Lot Assistant	25.25	25.25	25.25	25.25
Lot Assistant 2nd Shift	25.25	25.25	25.25	25.25
Lot Assistant 3rd Shift	25.25	25.25	25.25	25.25
Additional Staffing	56.52	56.52	56.52	56.52
Additional Staffing	36.84	36.84	36.84	36.84
Total Annual Compensation (excluding compensation adjustments and reimbursables as authorized in Section 4.2 and Section 4.1.2 of the Agreement, respectively)	1,631,346.00	4,894,977.00	4,894,977.00	4,894,977.00