

AMENDMENT NO. 2

THIS AMENDMENT NO. 2 TO THE **OPERATION AND MAINTENANCE OF MINIBUS ROUTES AGREEMENT** between Limousines of South Florida, Inc., a Florida corporation located at 3300 SW 11th Avenue, Fort Lauderdale FL, 33315 (the "Contractor") and the CITY OF HALLANDALE BEACH located at 400 S. Federal Highway, Hallandale Beach, Florida 33009 (the "City") (the "Agreement") is entered into effective as of November 1, 2020 ("Amendment No. 2").

RECITALS

WHEREAS, on May 21, 2014 the City and LSF entered into an Operation and Maintenance of Minibus Routes Agreement to provide no-fare shuttle services to the public; and

WHEREAS, on March 9, 2020, the City declared a state of emergency due to the global pandemic of COVID-19; and

WHEREAS, in order to continue to provide shuttle bus service to the public without disruption pending delivery by the County of propane fuel buses, the Parties extended the existing Agreement for six (6) months effective May 1, 2020 at a slightly higher rate that takes into account additional maintenance for the aging fleet that will be replaced by County propane fuel buses (Amendment No. 1); and

WHEREAS, the County has recently advised that its propane fuel bus fleet delivery will be delayed until the end of January or February, 2021, and requires an additional month of testing after delivery before the propane fleet will be in service;

WHEREAS, based on the above pandemic-related delays, the City and the Contractor desire to enter into an additional six (6) month extension of the Agreement on the terms set forth in the Agreement, as modified by Amendment No. 1, so as to continue to provide no-fare shuttle services to the public for an additional period from November 1, 2020 through April 30, 2021

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the foregoing recitals are incorporated herein by reference as a material part of this Agreement, and the Parties agree as follows:

1. The Contractor agrees to continue providing shuttle services for an extended five (5) month term commencing on November 1, 2020 and expiring no later than March 31, 2021 (the "Extended Term") at the rate established in Amendment No. 1.
2. The City may continue operations with a reduced schedule until the emergency due to COVID-19 ends, or may continue with the original schedule.
3. All terms and conditions of the Agreement, as amended by Amendment No. 1, not expressly modified in this Amendment No. 2 shall remain in full force and effect.
4. This Amendment No 2 shall be governed by and construed in accordance with the terms and conditions of the Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 2 to the Agreement, as amended, on the respective dates under each signature: CITY OF HALLANDALE BEACH signing by and through its Interim City Manager, duly authorized to execute same pursuant to Sec. 23-8, Code of Ordinances, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President, duly authorized to execute same.

ATTEST:

CITY OF HALLANDALE BEACH

By _____

CITY CLERK

INTERIM CITY MANAGER

____ DAY OF _____, 2020.

Approved as to legal sufficiency and form by

CITY ATTORNEY

Jennifer Merino, CITY ATTORNEY

CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

CONTRACTOR

ATTEST:

(Name of Corporation)

(Secretary)

By _____

(Signature and Title)

(Corporate Seal)

(Type Name and Title Signed Above)

____ Day of _____, 20____.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL