



Greg Chavarria
City Manager

JOY COOPER
Mayor

SABRINA JAVELLANA
Vice Mayor

MIKE BUTLER
Commissioner

MICHELE LAZAROW
Commissioner

ANABELLE LIMA-TAUB
Commissioner

400 S. Federal Highway
Hallandale Beach, FL 33009
Ph (954) 457-1300
Fax (954) 457-1454

www.coHB.org

March 30, 2020

Mark Levitt, Vice President
Limousines of South Florida Inc. (LSF)
3300 SW 11th Avenue
Fort Lauderdale, FL 33315

**Re: Agreement between City of Hallandale Beach and Contractor for Minibus Services
Dated May 14th, 2014 (RFP #FY 2013-2014-002)**

To Mr. Levitt:

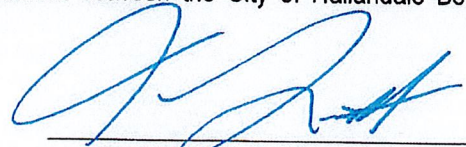
Pursuant to Article 1 of the referenced Contract Agreement (RFP No. 2013-2014-002) and the Hallandale Beach Resolution No. 2019-406, by which the City of Hallandale Beach City Commission approved to extend the term of the above referenced Contract Agreement on a month-to-month basis for a period to not exceed six (6) months at the same terms and conditions; your contract agreement was extended up to March 31, 2020. That letter agreement dated February 24, 2020 is attached hereto as Exhibit "A".

Given that the City of Hallandale Beach remains under a d Coronavirus Disease 2019 (COVID-19) declared state of emergency (effective as of March 9, 2020 and renewed on March 16, 2020 and March 24, 2020), I hereby exercise my emergency power pursuant to Sec. 23-8.- Exception to bid requirements (1) Emergency purchases, Code of Ordinances, City of Hallandale Beach, Florida, to procure an additional one (1) month extension at the same terms and conditions until April 30, 2020. Such extension(s) shall be submitted to the full Commission of the City of Hallandale Beach at its next regularly scheduled Commission meeting.

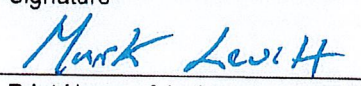
Should you have any questions, please contact Igor Colmenares, Transportation and Mobility Planner, at (954) 457 2224 or by email icolmenares@COHB.org.
Sincerely,

Greg Chavarria
City Manager
City of Hallandale Beach

On
behalf of Limousines of South Florida Inc. (LSF), I hereby accept the Contact Extension as
referenced above on the contract agreement between the City of Hallandale Beach and
Limousines of South Florida, Inc.



Signature



Print Name of Authorized Signatory



Title



Date

Cc:

Jeremy Earle, City of Hallandale Beach CRA Executive Director
Keven Klopp, City of Hallandale Beach Assistant City Manager

Vanessa Leroy, City of Hallandale Beach Development Services Director
Andrea Lues, City of Hallandale Beach Procurement Manager
Noemy Sandoval, City of Hallandale Beach Grants Manager
Igor Colmenares, City of Hallandale Beach Transportation and Mobility Planner
Liam Devine, City of Hallandale Beach Transportation and Planning Intern

AMENDMENT NO. 1 AND GENERAL RELEASE

THIS AMENDMENT NO. 1 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 May 1, 2020 ("Amendment No. 1").

RECITALS

WHEREAS, Contractor is presently providing Community Shuttle Services to the City; and
WHEREAS, City issued RFP FY 2018-2019-007 for Community Shuttle Services, which was awarded to the Contractor, pending negotiation of an agreement, in February 2020; and

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

WHEREAS, the Parties agree that the global state of emergency resulting from COVID-19 has drastically affected all businesses and economies; and

WHEREAS, rapidly shifting dynamics have resulted in an inability for the parties to reach an agreement to proceed with the award of RFP FY 2018-2019-007 as solicited by the City and as proposed by the Contractor; and

WHEREAS, the City expects to reject all proposals to RFP FY 2018-2019-007 and to issue a new RFP in mid-2020; and

WHEREAS, in order to continue to provide shuttle bus service to the public without disruption while the City pursues a new procurement process, the Parties have agreed to extend the existing Agreement utilizing older shuttle buses on a reduced schedule and make other related revisions described below; and

WHEREAS, due to the current state of Emergency, the City is unable to pursue a procurement process for the immediate continuation of services and the City Manager is

authorized to waive procurement formalities to ensure the immediate continuation of this essential service; and

WHEREAS, the Contractor is able to dedicate for City routes the existing shuttle buses, but the maintenance cost due to age has increased the cost of the existing hourly rate for operations; and

WHEREAS, the City and the Contractor desire to enter a six (6) month extension of the Agreement on the terms below so as to continue to provide no-fare shuttle services to the public.

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 in accordance with the reduced service routes as specified by the City for a term commencing on May 1, 2020 and expiring no later than October 31, 2020 (the "Term") at an hourly rate of \$51.94.
2. All routes must be run by buses equipped with active trackers registered to the specific route. Together with the one (1) mobile tracker currently utilized by the Contractor for the City (the rest being not easily transferable), the Contractor will utilize five (5) total trackers and agrees to replace all non-mobile trackers with city-supplied new mobile trackers within one business day of receipt. The City shall have the right, pursuant to this agreement and its TSO Mobile agreement, to request available data and reports directly from TSO Mobile for data relating to all shuttle services provided to the City.
3. The routes as referenced herein are specified in Exhibit A. The parties agree that the City may increase routes or resume full service, or further reduce routes in response to a State of Emergency, during the Term upon written notice to the Contractor.
4. All terms and conditions of the Agreement not expressly modified in this Amendment No. 1 shall remain in full force and effect. In the event of conflict

between this Amendment No. 1 and the Agreement, this Amendment No. 1 shall control.

5. **MUTUAL RELEASE.** For and in the valuable consideration which constitutes the execution and terms of this agreement, sufficiency of which is hereby acknowledged, the Contractor and the City, together with each party's officials, successors, assigns, agents, employees, representatives, attorneys, divisions and any and all persons acting by, through or in concert with either party (collectively, "Releasors") hereby unconditionally remise, release, acquit, satisfy and forever discharge, from any and all claims, rights, damages, costs, losses, suits, actions, causes of action, attorneys' fees, obligations, liabilities, promises, agreements, controversies, debts, expenses, accounts, bills, contracts, counterclaims, crossclaims, and demands of any nature whatsoever, in law or in equity, whether in contract or tort or otherwise, and whether federal or state claims which Releasors ever had, or now have or which any personal representative, successor, heir or assign of Releasors can, shall or may have in connection to all claims arising under, or **relating to the procurement process, solicitation, proposals or any other aspect of RFP FY 2018-2019-007**, known or unknown, against any Releasor, including, but not limited to, any and all claims which were raised or could have been raised in any lawsuit between the parties; provided, however, Releasors do not release claims that may arise from the failure to comply with the terms and conditions set forth in this Amendment No. 1. Execution of this Release does not constitute an admission of fault, guilt or liability by any party hereto.

[Signatures appear on following pages]

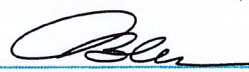
IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment No. 1 to the Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same pursuant to Sec. 23-8, Code of Ordinances, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President, duly authorized to execute same.

ATTEST:



CITY CLERK

CITY OF HALLANDALE BEACH


By Jeremy Earle (Aug 27, 2020 16:00 EDT)

CITY MANAGER

27 DAY OF AUGUST, 2020.

Approved as to legal sufficiency and form by

CITY ATTORNEY



Jennifer Merino, CITY ATTORNEY

REVISED JUNE 12, 2020

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:

Limousines of South Florida, Inc

(Name of Corporation)

By [Signature] V.P.

(Signature and Title)

(Secretary)

(Corporate Seal)

Mark Levitt Vice President

(Type Name and Title Signed Above)

16 Day of July, 2020.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

Mayra Luzbet

(PRINT NAME)

[Signature]

(PRINT NAME)

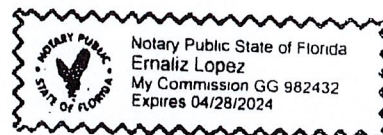
[Signature]

(PRESIDENT OR VICE-PRESIDENT)

Mark Levitt, Vice Pres.

(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



REVISED JUNE 12, 2020

Exhibit A

Reduced Schedule for Routes 1,2,3, and 4

Red Route 1

HALLANDALE CITY HALL & LIBRARY	THE BIG EASY CASINO	YOUNG CIRCLE	NE 14TH AVE & ATLANTIC SHORES BLVD	GOLDEN ISLES / PUBLIX SE 14TH AVE	OCEAN DR & COUNTY LINE RD	NORTH BEACH FIRE STATION	WALMART HALLANDALE BEACH BLVD	DIPOMAT PKWY / HALLANDALE BEACH BLVD	FAIRWAYS RIVIERA	DIPOMAT MALL	HALLANDALE CITY HALL & LIBRARY
1	2	3	4	5	6	7	8	9	10	11	1
7:45 AM	7:58 AM	8:08 AM	8:14 AM	8:22 AM	8:32 AM	8:38 AM	8:43 AM	8:48 AM	8:54 AM	9:00 AM	9:10 AM
8:30 AM	8:43 AM	8:53 AM	8:59 AM	9:07 AM	9:17 AM	9:23 AM	9:28 AM	9:33 AM	9:39 AM	9:45 AM	9:55 AM
9:15 AM	9:28 AM	9:38 AM	9:44 AM	9:52 AM	10:02 AM	10:08 AM	10:13 AM	10:18 AM	10:24 AM	10:30 AM	10:40 AM
10:00 AM	10:13 AM	10:23 AM	10:29 AM	10:37 AM	10:47 AM	10:53 AM	10:58 AM	11:03 AM	11:09 AM	11:15 AM	11:25 AM
10:45 AM	10:58 AM	11:08 AM	11:14 AM	11:22 AM	11:32 AM	11:38 AM	11:43 AM	11:48 AM	11:54 AM	12:00 PM	12:10 PM
11:30 AM	11:43 AM	11:53 AM	11:59 AM	12:07 PM	12:17 PM	12:23 PM	12:28 PM	12:33 PM	12:39 PM	12:45 PM	12:55 PM
12:15 PM	12:28 PM	12:38 PM	12:44 PM	12:52 PM	1:02 PM	1:08 PM	1:13 PM	1:18 PM	1:24 PM	1:30 PM	1:40 PM
1:00 PM	1:13 PM	1:23 PM	1:29 PM	1:37 PM	1:47 PM	1:53 PM	1:58 PM	2:03 PM	2:09 PM	2:15 PM	2:25 PM
1:45 PM	1:58 PM	2:08 PM	2:14 PM	2:22 PM	2:32 PM	2:38 PM	2:43 PM	2:48 PM	2:54 PM	3:00 PM	3:10 PM
2:30 PM	2:43 PM	2:53 PM	2:59 PM	3:07 PM	3:17 PM	3:23 PM	3:28 PM	3:33 PM	3:39 PM	3:45 PM	3:55 PM
3:15 PM	3:28 PM	3:38 PM	3:44 PM	3:52 PM	4:02 PM	4:08 PM	4:13 PM	4:18 PM	4:24 PM	4:30 PM	4:40 PM
4:00 PM	4:13 PM	4:23 PM	4:29 PM	4:37 PM	4:47 PM	4:53 PM	4:58 PM	5:03 PM	5:09 PM	5:15 PM	5:25 PM

Blue Route 2

PLAZA PUBLIX SE 14TH AVE RK	1	2	3	4	5	6	7	8	9	PLAZA PUBLIX SE 14TH AVE RK
	8:04 AM	8:09 AM	8:16 AM	8:22 AM	8:31 AM	8:39 AM	8:43 AM	8:51 AM	8:57 AM	9:07 AM
	9:08 AM	9:13 AM	9:20 AM	9:26 AM	9:35 AM	9:43 AM	9:47 AM	9:55 AM	10:01 AM	10:11 AM
	10:12 AM	10:17 AM	10:24 AM	10:30 AM	10:39 AM	10:47 AM	10:51 AM	10:59 AM	11:05 AM	11:15 AM
	11:16 AM	11:21 AM	11:28 AM	11:34 AM	11:43 AM	11:51 AM	11:55 AM	12:03 PM	12:09 PM	12:19 PM
	12:20 PM	12:25 PM	12:32 PM	12:38 PM	12:47 PM	12:55 PM	12:59 PM	1:07 PM	1:13 PM	1:23 PM
	1:24 PM	1:29 PM	1:36 PM	1:42 PM	1:51 PM	1:59 PM	2:03 PM	2:11 PM	2:17 PM	2:27 PM
	2:28 PM	2:33 PM	2:40 PM	2:46 PM	2:55 PM	3:03 PM	3:07 PM	3:15 PM	3:21 PM	3:31 PM
	3:32 PM	3:37 PM	3:44 PM	3:50 PM	3:59 PM	4:07 PM	4:11 PM	4:19 PM	4:25 PM	4:35 PM

Green Route 3									
HALLANDALE CITY HALL & LIBRARY	FASHION ROW NW 1ST AVE	NW 8TH AVE / HEPBURN CENTER	HOLLYWOOD STATION TRI-RAIL - 95 EXPRESS	BROWARD SOUTH COMMUNITY HEALTH SERVICES - HOLLYWOOD	LAKE SIDE SHOPS - IHOP	WINN-DIXIE / HALLANDALE BEACH BLVD & SW 10TH TERR	GULFSTREAM ACADEMY OF HALLANDALE BEACH K-8	SW 10TH TERR & HALLANDALE BEACH	HALLANDALE CITY HALL & LIBRARY
1	2	3	4	5	6	7	8	9	1
8:05 AM	8:12 AM	8:18 AM	8:28 AM	8:35 AM	8:41 AM	8:46 AM	8:50 AM	8:57 AM	9:07 AM
9:10 AM	9:17 AM	9:23 AM	9:33 AM	9:40 AM	9:46 AM	9:51 AM	9:55 AM	10:02 AM	10:12 AM
10:15 AM	10:22 AM	10:28 AM	10:38 AM	10:45 AM	10:51 AM	10:56 AM	11:00 AM	11:07 AM	11:17 AM
11:20 AM	11:27 AM	11:33 AM	11:43 AM	11:50 AM	11:56 AM	12:01 PM	12:05 PM	12:12 PM	12:22 PM
12:25 PM	12:32 PM	12:38 PM	12:48 PM	12:55 PM	1:01 PM	1:06 PM	1:10 PM	1:17 PM	1:27 PM
1:30 PM	1:37 PM	1:43 PM	1:53 PM	2:00 PM	2:06 PM	2:11 PM	2:15 PM	2:22 PM	2:32 PM
2:35 PM	2:42 PM	2:48 PM	2:58 PM	3:05 PM	3:11 PM	3:16 PM	3:20 PM	3:27 PM	3:37 PM
3:40 PM	3:47 PM	3:53 PM	4:03 PM	4:10 PM	4:16 PM	4:21 PM	4:25 PM	4:32 PM	4:42 PM

Orange Route 4

NE 10TH ST AND NW 8TH AVE HEPBURN CENTER	NW 8TH AVE FOSTER RD	FASHION ROW NE 1 AVE	GOLDEN ISLES / PUBLIX SE 14TH AVE	DIPOMAT MALL	HALLANDALE CITY HALL & LIBRARY	SW 10TH TERR / SW 10TH STREET HALLANDALE BEACH	GULFSTREAM ACADEMY OF HALLANDALE BEACH K-8	WINN-DIXIE HALLANDALE BEACH BLVD & SW 10TH TERR	LAKE SIDE SHOPS IHOPS	NE 10TH ST AND NW 8TH AVE HEPBURN CENTER
1	2	3	4	5	6	7	8	9	10	1
8:00 AM	8:03 AM	8:07 AM	8:15 AM	8:19 AM	8:28 AM	8:38 AM	8:41 AM	8:45 AM	8:48 AM	8:57 AM
9:00 AM	9:03 AM	9:07 AM	9:15 AM	9:19 AM	9:28 AM	9:38 AM	9:41 AM	9:45 AM	9:48 AM	9:57 AM
10:00 AM	10:03 AM	10:07 AM	10:15 AM	10:19 AM	10:28 AM	10:38 AM	10:41 AM	10:45 AM	10:48 AM	10:57 AM
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3:00 PM	3:03 PM	3:07 PM	3:15 PM	3:19 PM	3:28 PM	3:38 PM	3:41 PM	3:45 PM	3:48 PM	3:57 PM
4:00 PM	4:03 PM	4:07 PM	4:15 PM	4:19 PM	4:28 PM	4:38 PM	4:41 PM	4:45 PM	4:48 PM	4:57 PM









Partially Signed LSF Contract Agreement Extension June 12. 2020

Final Audit Report

2020-08-27

Created:	2020-08-27
By:	Jenorgen Guillen (jguillen@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnJyNkon9pzH-cagGbBEJI3UpGL4-gU-W

"Partially Signed LSF Contract Agreement Extension June 12. 2020" History

-  Document created by Jenorgen Guillen (jguillen@cohb.org)
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-  Document emailed to Jeremy Earle (jearle@cohb.org) for signature
2020-08-27 - 7:52:39 PM GMT
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2020-08-27 - 7:59:47 PM GMT- IP address: 73.49.54.60
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-  Signed document emailed to Jenorgen Guillen (jguillen@cohb.org) and Jeremy Earle (jearle@cohb.org)
2020-08-27 - 8:03:51 PM GMT

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 six (6) month term commencing on November 1, 2020 and expiring no later than April 30, 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 as authorized by the City of Hallandale Beach City Commission on December 2, 2020, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President, duly authorized to execute same.

ATTEST:

CITY CLERK

CITY OF HALLANDALE BEACH

By 
Jeremy Earle (Feb 18, 2021 19:56 EST)

INTERIM CITY MANAGER

18 DAY OF February, 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:

[Signature]
(Secretary)

Limosines of South Florida, Inc
(Name of Corporation)

By [Signature] Vice President
(Signature and Title)

(Corporate Seal)

Mark Levitt, Vice President
(Type Name and Title Signed Above)

26 Day of December, 2020.

(If not incorporated sign below).

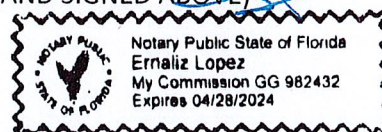
CONTRACTOR

WITNESSES:

[Signature]
(PRINT NAME)
Mayra Luzbet
(PRINT NAME)

[Signature] Vice Pres.
(PRESIDENT OR VICE-PRESIDENT)
Mark Levitt, Vice Pres.
(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



LSF 2nd Amendment Minibus for Final Signatures (002)

Final Audit Report

2021-02-19

Created:	2021-02-18
By:	Demetris Pearson (dpearson@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAszltDjfdIRGZfd44X1UlhglE0yttl5ob

"LSF 2nd Amendment Minibus for Final Signatures (002)" History



Document created by Demetris Pearson (dpearson@cohb.org)

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Document emailed to Jeremy Earle (jearle@hallandalebeachfl.gov) for signature

2021-02-18 - 8:08:04 PM GMT



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2021-02-19 - 0:55:15 AM GMT- IP address: 73.125.223.163



Document e-signed by Jeremy Earle (jearle@hallandalebeachfl.gov)

Signature Date: 2021-02-19 - 0:56:22 AM GMT - Time Source: server- IP address: 73.125.223.163



Agreement completed.

2021-02-19 - 0:56:22 AM GMT

AMENDMENT NO. 3

THIS AMENDMENT NO. 3 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 May 1, 2021 ("Amendment No. 3").

RECITALS

WHEREAS, on May 21, 2014, the City and the Contractor entered into an Operation and Maintenance of Minibus Routes Agreement to provide no-fare shuttle services to the public, which was extended in 2019; and

WHEREAS, on August 27, 2020, the parties amended the Agreement to provide for an additional extension of time until October 20, 2020, as well as an increased rate to pay for maintenance of the fleet ("Amendment No. 1"); and

WHEREAS, on March 1, 2021, the parties amended the Agreement to provide for an additional extension of time until April 30, 2021 ("Amendment No. 2"); and

WHEREAS, the County has recently indicated that it cannot guarantee when the newly manufactured fleet will arrive, and in order to continue providing fare-free Community Shuttle services to the public without disruption the parties agree to enter into this Amendment No. 3 of the Agreement to provide 1) for an extension of time effective May 1, 2021 and terminating upon the earlier of (a) October 31, 2021 or (b) ten (10) business days after the City delivers notice to LSF that the newly manufactured County leased fleet has been delivered to the City, the County driver training program is complete, and all associated administrative processes are completed 2) in exchange for an increase in the hourly rate paid by the City of one dollar (\$1) during the term of this Amendment No. 3 in order to pay for increased maintenance on the fleet.

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 six (6) month term at the rate established in Amendment No. 1 commencing on May 1, 2021 and terminating upon the earlier of (a) October 31, 2021 or (b) ten (10) business days after the City delivers notice to the Contractor that the newly manufactured County leased fleet has been delivered to the City, the County driver training program is complete, and all associated administrative processes are completed in exchange for an hourly rate of fifty-two dollars and ninety four cents (\$52.94) during the term of this Amendment No. 3 in order to pay for increased maintenance on the fleet.
2. All terms and conditions of the Agreement, as amended by Amendment No. 1 and by Amendment No. 2, which are not expressly modified in this Amendment No. 3, shall remain in full force and effect.
3. This Amendment No. 3 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. 3 to the Agreement, as amended, on the respective dates under each signature: CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same pursuant to Sec. 23-8, Code of Ordinances as authorized by the City of Hallandale Beach City Commission on May 5, 2021, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President duly authorized to execute same.

ATTEST:

CITY CLERK

Approved as to legal sufficiency and form by

CITY ATTORNEY

Jennifer Merino, CITY ATTORNEY

CITY OF HALLANDALE BEACH

By

CITY MANAGER

DAY OF May 17, 2021, 2021.

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)

Limonisines of South Florida, Inc
By [Signature], Vice President
(Signature and Title)

(Corporate Seal)

Mark Lezitt, Vice President
(Type Name and Title Signed Above)

10th Day of May, 2021.
(If not incorporated sign below).

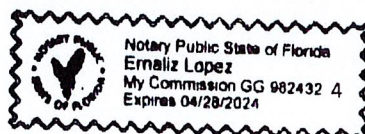
CONTRACTOR

WITNESSES:

[Signature]
(PRINT NAME)
Mayra Luzbet
(PRINT NAME)

[Signature] Vice President
(PRESIDENT OR VICE-PRESIDENT)
Mark Lezitt, Vice President
(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



AMENDMENT NO. 4

THIS AMENDMENT NO. 4 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, 2021 ("Amendment No. 4").

RECITALS

WHEREAS, on May 21, 2014, the City and the Contractor entered into an Operation and Maintenance of Minibus Routes Agreement to provide no-fare shuttle services to the public, which was extended in 2019; and

WHEREAS, on August 27, 2020, the parties amended the Agreement to provide for an additional extension of time until October 20, 2020, as well as an increased rate to pay for maintenance of the fleet ("Amendment No. 1"); and

WHEREAS, on March 1, 2021, the parties amended the Agreement to provide for an additional extension of time until April 30, 2021 ("Amendment No. 2"); and

WHEREAS, on August 18, 2021, the parties amended the Agreement to provide an additional extension of time until October 31, 2021, as well as an increased rate to pay for maintenance of the fleet ("Amendment No. 3"); and

WHEREAS, on August 9, 2021, the City initiated a procurement process to select a service provider for Community Shuttle Operation and Maintenance ("O&M") of a new Broward County Transit ("BCT") leased vehicle fleet, and expects the new shuttle agreement to be awarded and signed by the end of January 2022; and

WHEREAS, the parties desire to amend the Agreement to provide an additional extension of time until April 30, 2022, in order to allow City time for the finalization of the procurement process and execution of the new O&M agreement.

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 six (6) month term commencing on November 1, 2021 and terminating April 30, 2022.
2. All terms and conditions of the Agreement, as amended by Amendment No. 1, Amendment No. 2, and Amendment No. 3, which are not expressly modified in this Amendment No. 4, shall remain in full force and effect.
3. This Amendment No. 4 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. 4 to the Agreement, as amended, on the respective dates under each signature: CITY OF HALLANDALE BEACH signing by and through its City Manager, duly authorized to execute same pursuant to Sec. 23-8, Code of Ordinances as authorized by the City of Hallandale Beach City Commission on October 20th, 2021, AND LIMOUSINES OF SOUTH FLORIDA, INC., signing by and through its Vice President duly authorized to execute same.


ATTEST:


CITY CLERK

CITY CLERK

Approved as to legal sufficiency and form by

CITY ATTORNEY


Jennifer Merino, CITY ATTORNEY

CITY OF HALLANDALE BEACH

By


Jeremy Earle (Nov 2, 2021 15:01 EDT)

CITY MANAGER

2 DAY OF November, 2021

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).

ATTEST:

(Secretary)
(Corporate Seal)

CONTRACTOR

L. moraine of South Florida, Inc.
(Name of Corporation)

By [Signature] Vice President
(Signature and Title)

Mark Levitt, Vice President
(Type Name and Title Signed Above)

2nd Day of November, 2021.

(If not incorporated sign below).

WITNESSES

(PRINT NAME)

Gretchen Garcia Rodriguez

(PRINT NAME)

CONTRACTOR

(PRESIDENT OR VICE-PRESIDENT)

Mark Levitt, Vice President

(TYPE NAME AND SIGNED ABOVE)

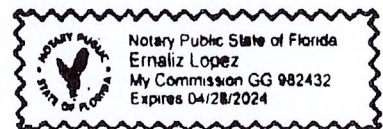
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 2nd day of November, 2021, by Mark Levitt, who is personally known to me or identified by D/C.

Notary: [Signature]

Print Name: ERINALEZ LOPEZ

[NOTARIAL SEAL] Notary Public, State of FLORIDA

My commission expires: 04/28/2024



LSF Amendment 4

Final Audit Report

2021-11-02

Created:	2021-11-02
By:	Demetris Pearson (dpearson@cohb.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAmJMUPr1eld-x3ipcMXD_IDVKfgndX96d

"LSF Amendment 4" History



Document created by Demetris Pearson (dpearson@cohb.org)

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Document emailed to Jeremy Earle (jearle@hallandalebeachfl.gov) for signature

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Email viewed by Jeremy Earle (jearle@hallandalebeachfl.gov)

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Document e-signed by Jeremy Earle (jearle@hallandalebeachfl.gov)

Signature Date: 2021-11-02 - 7:01:56 PM GMT - Time Source: server- IP address: 172.225.203.15



Agreement completed.

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