

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

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:

(Secretary)

(Corporate Seal)

16 Day of July, 2020.
(If not incorporated sign below).

WITNESSES:

Mayra Luzbet
(PRINT NAME)

[Signature]
(PRINT NAME)

(Name of Corporation)

(Signature and Title)

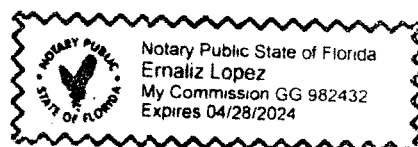
(Type Name and Title Signed Above)

CONTRACTOR

(PRESIDENT OR VICE-PRESIDENT)

(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

PUBLIX SE 14TH AVE RK PLAZA	GOLDEN ISLES DR LAKE POINT TOWER	WALMART HALLANDALE BEACH BLVD	THREE ISLANDS BLVD & PARKVIEW DR	DIPOMAT MALL WINN-DIXIE	NE 14TH AVE ATLANTIC SHORES BLVD	THE BIG EASY CASINO	HALLANDALE CITY HALL & LIBRARY	AVENTURA HOSPITAL	PUBLIX SE 14TH AVE RK PLAZA
1	2	3	4	5	6	7	8	9	1
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 SHOPES - 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
11:00 AM	11:03 AM	11:07 AM	11:15 AM	11:19 AM	11:28 AM	11:38 AM	11:41 AM	11:45 AM	11:48 AM	11:57 AM
12:00 PM	12:03 PM	12:07 PM	12:15 PM	12:19 PM	12:28 PM	12:38 PM	12:41 PM	12:45 PM	12:48 PM	12:57 PM
1:00 PM	1:03 PM	1:07 PM	1:15 PM	1:19 PM	1:28 PM	1:38 PM	1:41 PM	1:45 PM	1:48 PM	1:57 PM
2:00 PM	2:03 PM	2:07 PM	2:15 PM	2:19 PM	2:28 PM	2:38 PM	2:41 PM	2:45 PM	2:48 PM	2:57 PM
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-cagGbBEJl3UpGL4-gU-W

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