

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

Jeremy Earle (May 17, 2021 18:12 EDT)

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)

Lemoising of South Florida, Inc.

By [Signature], Vice President

(Signature and Title)

(Secretary)

(Corporate Seal)

Mark Leuth, 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)

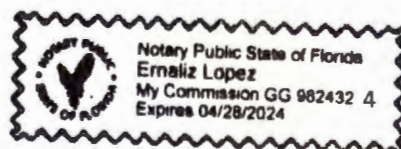
[Signature] Vice President

(PRESIDENT OR VICE-PRESIDENT)

Mark Leuth, Vice President

(TYPE NAME AND SIGNED ABOVE)

NOTARY SEAL



[Signature]