

**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF HALLANDALE BEACH
FOR COMMUNITY SHUTTLE SERVICE**

This is the Second Amendment to the Agreement (the "Second Amendment") between Broward County (the "County") and the City of Hallandale Beach, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement dated November 19, 2019 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. On January 25, 2021, the Parties executed the First Amendment to the Agreement, to increase the funding to reflect the rate in the City's agreement with its Subcontractor.

C. The Parties desire to enter this Second Amendment to amend the vehicle list to reflect the new vehicles that will be utilized by the City.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement and the First Amendment remain in full force and effect. Amendments made to the Agreement pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Exhibit D is hereby amended as indicated in the attached Exhibit D.
3. The effective date of this Second Amendment shall be the date of complete execution by both Parties. This Second Amendment, together with the Agreement and First Amendment, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, as previously amended, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment or the Agreement that is not contained in this written document or the Agreement.

4. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
5. Each individual executing this Second Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.

[Remainder of this page is intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and the City of Hallandale Beach, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
Bertha Henry, County Administrator

(Print Name of Witness)

_____ day of _____, 20__

(Signature)

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

(Print Name of Witness)

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
City of Hallandale Beach Community Bus Second Amendment
10/27/2021
#21-114.00

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE
CITY OF HALLANDALE BEACH FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF HALLANDALE BEACH

WITNESSES:

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By _____

____ day of _____, 20__

Approved as to form:

By _____
City Attorney

EXHIBIT "D"

City of Hallandale Beach

Vehicles for Fiscal Year ~~2020~~ 2021

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
V1401	2014	EIDorado	16/2		1GB6G5BL3E1172605
V1402	2015	EIDorado	16/2		1GB6G5BL8E0074298
V1403	2015	Chevrolet	16/2		1GB6G5BL6F1128213
V1404	2015	Chevrolet	16/2		1GB6G5BL0F1130183
V1505	2015	Ford E450	16/2		1FDXE4FS6FDA35266
<u>M2031</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339631</u>	<u>1FDUF5GN6LEE97249</u>
<u>M2039</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339639</u>	<u>1FDUF5GNXLEE97625</u>
<u>M2040</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339640</u>	<u>1FDUF5GN5MEC49865</u>
<u>M2041</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339641</u>	<u>1FDUF5GN7MEC49866</u>
<u>M2100</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339112</u>	<u>1FDUF5GN2MED11089</u>
<u>M2101</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339113</u>	<u>1FDUF5GN9MED11087</u>