



**SECOND AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CABCONNECT, INC. FOR
PAYMENT CARD SERVICES FOR THE PARATRANSIT RIDER'S CHOICE PROGRAM**

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and CabConnect, Inc., an Illinois corporation registered to transact business in the State of Florida ("Contractor") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Agreement between Broward County and CabConnect, Inc. for Payment Card Services for the Paratransit Rider's Choice Program dated February 8, 2021 (the "Original Agreement").

B. The Original Agreement was amended by a First Amendment dated July 20, 2022, to expand the Agreement to support the Late Shift Connect Pilot Program by authorizing the use of programmable payment cards for eligible participants during late night and early morning hours. The Original Agreement as amended by the First Amendment is referred to as the "Agreement."

C. The Parties now desire to extend the term of the Agreement for an additional three years, update program pricing, increase the maximum not to exceed amount to reflect the extension, and make minor administrative revisions to the Agreement.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.

2. Unless otherwise expressly stated herein, amendments to the Agreement made pursuant to this Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.

3. Section 1.12 of the Agreement is amended as follows:

1.12 **Participant** means a Paratransit eligible customer who voluntarily participates in the Paratransit Rider's Choice Program or an approved customer participating in the Late ~~Night~~ **Shift** Connect Pilot Program.

4. Article 3 of the Agreement is amended as follows:

Contractor shall perform all Services required under this Agreement including, without limitation, the work specified in Exhibits A and D (the "Scope of Services") for the Rider's Choice Program and the Late ~~Night~~ **Shift** Connect Pilot Program, respectively. The Scope of Services for both programs is a description of Contractor's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks that are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.

5. Section 4.1 of the Agreement is amended as follows:

4.1 Term. The term of this Agreement shall begin on February 1, 2021 ("Effective Date") and shall end on ~~January 31, 2024 ("Initial Term")~~ **January 31, 2029 (the "Term")**.

6. Sections 4.2, 4.3, and 4.4 of the Agreement, relating to extensions and renewals, are hereby deleted in its entirety.

7. Section 5.1 of the Agreement is amended as follows:

5.1 Maximum Amounts. For all Services provided under this Agreement, County will pay Contractor up to a maximum amount of ~~Thirteen Million One Hundred Eighty Thousand Dollars (\$13,180,000)~~ **Twenty Million Five Hundred Eighty Thousand Dollars (\$20,580,000)**. Payment shall be made only for Services actually performed and completed pursuant to this Agreement, as set forth in Exhibit B (Payment Schedule), which amount shall be accepted by Contractor as full compensation for all such Services. Contractor acknowledges that the amounts set forth in this Agreement are the maximum amounts payable and constitute a limitation upon County's obligation to compensate Contractor for work under this Agreement. These maximum amounts, however, do not constitute a limitation of any sort upon Contractor's obligation to perform all Services. Unless expressly required in this Agreement, Contractor shall not be reimbursed for any expenses it incurs.

8. Section 11.9 of the Agreement is amended as follows:

11.9 Notices. In order for a notice to a Party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via email, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous email is also sent). The addresses for notice shall remain as set forth in this section unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Broward County Transportation Department

Attn: ~~Tim Garling, Deputy General Manager~~ **Paul Strobis, Assistant General Manager**

One North University Drive, Suite ~~3100A~~ **2400B**

Plantation, Florida 33324

Email address: ~~tgarling@broward.org~~ **pstrobis@broward.org**

9. Exhibit A, "Scope of Services," is amended as follows:

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2. Services Description

Provide a Payment Card system with security and control features that;

- a. Limits the Payment Card to transactions for the merchant code 4121, specific to the taxi and transportation network company industry;
- b. Allows the County to set an individual Maximum Allowance ~~of \$18~~ (which County has done) and change the Maximum Allowance as needed;
- c. Allows County to set daily and monthly Trip limits (which County has done);
- d. Prevents cash withdrawals from the Payment Card; and
- e. To the extent possible, prevents Unauthorized Trips and use by Authorized Users.

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10. Exhibit B, "Payment Schedule," is amended as follows:

Table A: Fees

Description	Rider's Choice (TOPS Choice) Program	Late Night Shift Connect Pilot Program
Transaction Fee (<u>Applies to each Trip in excess of after 10,000 Rides in a month per month</u>)	\$0.35 per Trip	\$0.35 per Trip
Monthly Administrative Fee (Up to 10,000 Rides in month) (<u>Standard Monthly Base Charge</u>)	\$2,000 <u>2/1/2026 – 1/31/2027: \$2,500</u> <u>2/1/2027 – 1/31/2028: \$3,000</u> <u>2/1/2028 – 1/31/2029: \$3,500</u>	<u>2/1/2026 – 1/31/2027: \$2,500</u> <u>2/1/2027 – 1/31/2028: \$3,000</u> <u>2/1/2028 – 1/31/2029: \$3,500</u>
Payment Cards	\$1.50/card (500 Minimum order)	\$1.50/card (500 Minimum order)
Payment Processing Per Payment Participant cost	N/A	Fees + 0.1%+\$0.10

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Table E: Late ~~Night~~ **Shift** Connect Pilot Program Development costs

Component	Description	Price
Development	Development Work	\$10,000
Configuration	Configuration of System	\$2,500
Implementation / Training	Implement and Train	\$5,000
Deployment	Go Live Support	\$2,500
	Total	\$20,000

11. Prohibited Telecommunications Equipment. Contractor represents and certifies that Contractor and all Subcontractors do not use, and for the Term will not provide or use, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26.

12. Polystyrene Food Service Articles. Contractor shall not sell or provide for use on County property expanded polystyrene products or food service articles (e.g., Styrofoam), unencapsulated expanded polystyrene products, or single-use plastic straws or stirrers, as set forth in more detail in Section 27.172, Broward County Administrative Code.

13. Entities of Foreign Concern. The provisions of this section apply only if the Agreement provides access to an individual’s personal identifying information. By execution of this Amendment, the undersigned authorized representative of Contractor hereby attests under penalty of perjury as follows: Contractor is not owned by the government of a foreign country of concern, is not organized under the laws of nor has its principal place of business in a foreign country of concern, and the government of a foreign country of concern does not have a controlling interest in the entity; and the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true. Terms used in this section that are not otherwise defined in the Agreement shall have the meanings ascribed to such terms in Section 287.138, Florida Statutes.

14. Anti-Human Trafficking. By execution of this Amendment by an authorized representative of Contractor, Contractor hereby attests under penalty of perjury that Contractor does not use coercion for labor or services, as such terms are defined in Section 787.06, Florida Statutes. Under penalties of perjury, the undersigned authorized representative of Contractor declares that they have read the foregoing statement and that the facts stated in it are true.

15. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment shall control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties

agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

16. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

17. Contractor acknowledges that through the date this Amendment is executed by Contractor, Contractor has no claims or disputes against County with respect to any of the matters covered by the Agreement.

18. The effective date of this Amendment shall be the date of complete execution by the Parties.

19. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, all of which, taken together, shall constitute one and the same agreement.

[The remainder of this page is blank.]

IN WITNESS WHEREOF, the Parties have made and executed this Amendment: Broward County through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 2026; and CabConnect, Inc., signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

By: _____
Broward County Administrator, as
ex officio Clerk of the Broward County
Board of County Commissioners

By: _____
Mayor
____ day of _____, 2026

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

By  _____
Digitally signed by
McKillop Erlandson
Date: 2026.02.02
13:42:21 -05'00'mCKILLIP
McKillop B. Erlandson (Date)
Assistant County Attorney

By  _____
Digitally signed by
Douglas Gonzales
Date: 2026.02.02
14:23:52 -05'00'
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

MBE/DG
Second Amendment to CabConnect.docx
11/18/2025
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**SECOND AMENDMENT TO AGREEMENT BETWEEN
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PAYMENT CARD SERVICES FOR THE PARATRANSIT RIDER'S CHOICE PROGRAM**

CONTRACTOR

CabConnect, Inc.

DocuSigned by:
By: Isabelo Aala
Authorized Signer

Isabelo Aala

Print Name and Title

30 day of January, 2026