

**FIRST AMENDMENT TO AGREEMENT BETWEEN  
BROWARD COUNTY AND LIMOUSINES OF SOUTH FLORIDA, INC.,  
FOR PUBLIC TRANSPORTATION SERVICES**

This is the First Amendment to the Agreement ("First Amendment") between Broward County (the "County") and Limousines of South Florida, Inc., a Florida corporation located in Broward County, Florida (the "Contractor") (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement for Public Transportation Services on fixed-route numbers 15, 23, and 56W dated August 22, 2017 (Item 57) ("Agreement"), Bid No. V2113790B1.

B. Effective January 1, 2020, the Broward County Living Wage Ordinance requires service contractors' employees and subcontractors performing covered services to be paid \$13.61 per hour with qualifying health benefits amounting to at least \$3.44 per hour, or \$17.05 per hour without benefits.

C. The Parties desire to enter this First Amendment to apply the higher living wage rate required by the Broward County Living Wage Ordinance, reflect the change in the vehicles used for this public transportation service, provide a means for fueling the new vehicles, and reimburse the Contractor for the actual cost of fuel purchased by the Contractor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto 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 First Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments made to the Agreement pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect.
3. The rates on Page 2 of the Agreement, are effective as of January 1, 2021, and are amended as follows:

...

Item #	Line Item	Note	Unit Price	Quantity/Unit	Atch.	Docs
V2113790B1-01-01	Public Transportation Services for Route 15	Supplier Product Code:	<del>First Offer--</del> <del>\$43.00</del> <b><u>\$44.93</u></b>	4736 hours <del>\$203,648.00</del> <b><u>\$212,788.48</u></b>	¥	¥

V2113790B1-01-02	Public Transportation Services for Route 23	Supplier Product Code:	<del>First Offer</del> <del>\$51.00</del> <b><u>\$52.93</u></b>	6162 hours <del>\$314,262.00</del> <b><u>\$326,154.66</u></b>	¥
V2113790B1-01-03	Public Transportation Services for Route 56W	Supplier Product Code:	<del>First Offer</del> <del>\$43.00</del> <b><u>\$44.93</u></b>	6864 hours <del>\$295,152.00</del> <b><u>\$308,399.52</u></b>	¥
				Supplier Total	
				<del>\$813,062.00</del>	
				<b><u>\$847,342.66</u></b>	

4. Page 12, Section K titled "Fares, Passes and Transfers" of the Agreement is amended as follows:

...

2. At the end of their scheduled services run, CONTRACTOR shall return each vehicle to the associated COUNTY facility for removal of the GFI Farebox vault ~~and to be supplied with fuel for vehicles~~. Route 15, 23, and 56W vehicle operators shall proceed to ~~5440 Ravenswood Road, Dania Beach, Florida~~ **CONTRACTOR's facility located at 2000 North State Road 7, Lauderdale Lakes, Florida 33313.**
3. CONTRACTOR shall pull each vehicle into the designated line for probing ~~and fueling~~ at the services island where the vehicle operator shall be met by a COUNTY Coach Services Attendant (CSA). The CSA shall remove the cash vault from the vehicle and install an empty cash vault into the vehicle. Under no circumstances is CONTRACTOR or operators to handle the cash vault. ~~The CSA will also fuel the vehicles at this time and will advise the operator when these processes have been completed.~~

**COUNTY will issue to Vendor devices, assigned to each vehicle, which the Vendor will use to fuel the vehicles at COUNTY-designated facilities. The COUNTY-designated facility will track fuel usage for the vehicles and provide reports to COUNTY.**

**If a vehicle runs out of fuel while in service or the fuel pumps at a COUNTY-designated facility are not working, the COUNTY will provide fuel delivery, and fuel usage will be tracked by vehicle number through the computer system on the fuel truck. The fuel delivery service will provide fuel usage reports to the COUNTY.**

4. Upon completion of the vault transfer ~~and fueling procedures~~, operators shall return the vehicle to the CONTRACTOR's designated storage facility.

5. Page 13, Section M titled "Vehicles" is hereby amended as follows:
  1. COUNTY shall provide the vehicles identified in attached **Revised Exhibit "A-2" – Vehicle Roster**, herein and incorporated into this Agreement. CONTRACTOR shall receive the vehicles at least forty-eight (48) **hours** prior to commencement of services. Annual vehicle registration will be processed and paid for by COUNTY.
  - ...
6. Page 19, Section Y titled "Contract Transition" is hereby amended as follows:
  2. CONTRACTOR shall return the vehicles identified in attached **Revised Exhibit "A-2" – Vehicle Roster**, to the COUNTY within forty-eight (48) hours upon expiration, elimination of any portion of the transportation of services and/or termination of the Public Transportation Services set forth in the Agreement, ~~termination~~. CONTRACTOR shall return vehicles in the condition they were received at the onset of this Agreement, normal wear and tear expected.
  - ...
  4. CONTRACTOR shall not incur, create, or permit any liens, claims, or encumbrances whatsoever, to be imposed upon COUNTY-owned vehicles identified in attached **Revised Exhibit "A-2" – Vehicle Roster**. CONTRACTOR shall return COUNTY vehicles free of any liens, claims, or encumbrances resulting from CONTRACTOR's use of the vehicles.
7. County will make a one-time payment in the amount of Eighty-three Thousand Eight Hundred Ninety-seven Thousand Dollars (\$83,897.00) to reimburse Contractor for the actual cost of fuel which the Contractor purchased for the vehicles from July 2020 through January 2021.
8. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, 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 First Amendment or the Agreement that is not contained in this written document or the Agreement.
9. This First 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.

10. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

(The remainder of this page is blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement: 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 \_\_\_\_\_, 2021, and Limousines of South Florida, Inc., signing by and through its \_\_\_\_\_ duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as ex officio Clerk of the Broward County Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

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

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

AJW/hb  
Limousine S. Florida First Amendment  
05/26/2021  
#21-114.00

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND LIMOUSINES OF SOUTH FLORIDA, INC., FOR PUBLIC TRANSPORTATION SERVICES

VENDOR

LIMOUSINES OF SOUTH FLORIDA, INC.

By [Signature]  
(Signature)

Ray Gonzalez  
(Print Name and Title)

27 day of MAY, 2021

WITNESSES:

[Signature]  
(Signature)

Vick Masera  
(Print Name of Witness)

[Signature]  
(Signature)

Lourdes Martin  
(Print Name of Witness)

**Revised Exhibit "A-2"**  
**VEHICLE ROSTER**  
**(VEHICLE A)**

<u>BUS #</u>	<u>PLATE</u>	<u>YEAR/MAKE</u>	<u>BODY TYPE</u>	<u>PLATE TYPE</u>	<u>VIN #</u>	<u>MILEAGE</u>
M1360	TC7905	2013/ENC AEROTECH	BU	NVR	1GB6G5BL2C1135235	136,677
M1361	TC7908	2013/ENC AEROTECH	BU	NVR	1GB6G5BL6C1203200	129,344
M1362	TC7912	2013/ENC AEROTECH	BU	NVR	1GB6G5BLXC1202969	116,268
M1363	TC7913	2013/ENC AEROTECH	BU	NVR	1GB6G5BLXC1196459	116,886
M1378	TC7921	2013/ENC AEROTECH	BU	NVR	1GB6G5BL6D1148944	113,889

**(VEHICLE B)**

<u>BUS #</u>	<u>PLATE</u>	<u>YEAR/MAKE</u>	<u>BODY TYPE</u>	<u>PLATE TYPE</u>	<u>VIN #</u>	<u>MILEAGE</u>
1121	TC4993	2011/NABI Low Floor	BU	NVR	1N9405243BA140295	90,619
1122	TC4992	2011/NABI Low Floor	BU	NVR	1N9405245BA140296	54,966
1123	TC4991	2011/NABI Low Floor	BU	NVR	1N9405247BA140297	268,800
1124	TC4990	2011/NABI Low Floor	BU	NVR	1N9405243BA140298	30,099

<u>Year</u>	<u>Make</u>	<u>Vehicle #</u>	<u>VIN #</u>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332139</b>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332140</b>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332141</b>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332142</b>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332143</b>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332144</b>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332145</b>
<b>2019</b>	<b>Champion F550 Defender G Force</b>	<b>16/2</b>	<b>332146</b>