

**FIRST AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT  
BETWEEN  
FIRST TRANSIT, INC.  
AND  
THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

**THIS FIRST AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT** (“First Amendment”) is made as of this \_\_\_ day of \_\_\_\_\_, 2020 by and between **FIRST TRANSIT, INC.**, an Ohio corporation authorized to do business in Florida, with a principal address of 600 Vine Street, Suite 1400, Cincinnati, OH 45202, hereinafter referred to as “CONTRACTOR”, and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public agency created pursuant to Chapter 163, Florida Statutes, with an address of 20 N. Swinton Avenue, Delray Beach, FL 33444 (hereinafter referred to as the “CRA”).

**WITNESSETH:**

**WHEREAS**, the CRA and CONTRACTOR previously entered into an Transportation Services Agreement dated July 1, 2019 (hereinafter referred to as the “Original Agreement”); and

**WHEREAS**, the CRA and CONTRACTOR desire to enter into this First Amendment to the Original Agreement in order to amend the Contract Price for the CONTRACTOR to perform the transportation services, and for utilization of E-85 vehicles for the remainder of the Term.

**NOW THEREFORE**, in consideration of the promises, mutual covenants, provisions and undertakings hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That the recitals set forth above are true and correct and are incorporated herein by reference.

2. Section 2.7 entitled "Vehicles to Provide Services" of the Original Agreement is hereby amended as follows:

**(2.7) Vehicles to Provide Services.** Vehicles shall be mid-sized shuttles with a minimum seating capacity of 14 passengers and be aesthetically acceptable. Creative, tourist-oriented and colorful designs of the vehicles are encouraged. The vehicles shall be "wrapped", and the design shall be consistent for all vehicles used to provide the Services. CRA staff will work with the CONTRACTOR on the final design for the vehicles, including any "wrapping", which shall be subject to the CRA's consent, and such consent shall not be unreasonably withheld. The CONTRACTOR will be responsible for all costs associated with the design of the vehicles.

3. Section 3 entitled "Contract Price" of the Original Agreement is hereby amended as follows:

**(3) Contract Price.** The Contractor shall utilize E-85 vehicles to provide the transportation services, with the exception of the designated spare vehicle. The CRA hereby agrees to pay CONTRACTOR for the faithful performance of this Agreement, and for work as directed by the CRA, a rate of Forty Six and 73/100 Dollars (\$46.73) per hour ("Hourly Rate"). In addition, the CRA shall have the option to purchase a vehicle wrap for the sum not to exceed Six Thousand Forty and 00/100 Dollars (\$6,040.00) per vehicle, and seating reupholster for the sum not to exceed Five Thousand and 00/100 Dollars (\$5,000.00) per vehicle (the "Optional Costs"). The CRA shall not be responsible for additional fees, unless the parties enter into a written amendment to this Agreement, which is executed by both parties, and approved by the CRA Board of Commissioners. The CRA will not make any additional payments such as demurrage fees, or delay-in-delivery charges.

**(a)** The CONTRACTOR shall use only E-85 fuel in the operation of all vehicles to provide the transportation services, with the exception of the designated spare vehicle. The CRA hereby agrees to pay CONTRACTOR for the actual costs of the E-85 fuel used in the vehicles. The actual costs of E-85 shall be provided by the CONTRACTOR via a monthly fuel report which will be incorporated as part of the monthly invoice submitted by the CONTRACTOR to the CRA. As part of the monthly fuel report, the CONTRACTOR will be responsible for providing actual receipts for all E-85 fuel purchases made for transportation services rendered hereunder; the CRA shall not make a payment for a fuel purchase if the CONTRACTOR does not submit a valid receipt for such purchase. The receipts provided shall, at minimum, clearly specify the location of the fueling station utilized, the date of the purchase, the number of gallons purchased, the type of

**fuel purchased, the price per gallon, and the total price paid. The price per gallon paid by the CRA to the CONTRACTOR shall not exceed \$0.10 above the average Palm Beach County market for E-85 fuel. Additionally, the monthly fuel report shall document fuel usage by day and by vehicle for that month. The CRA reserves the right to request additional information to be included in the monthly fuel report.**

4. Section 3.2 entitled "Hourly Rate" of the Original Agreement is hereby amended as follows:

**(3.2) Hourly Rate. For services to be provided outside of the customary fixed route services ("Additional Services"), the CRA and CONTRACTOR agree to negotiate an hourly rate. Additional Services shall require the prior written consent of the CRA's Executive Director, or an authorized representative. If CRA requests use of vehicles in addition to the vehicles required to be provided pursuant to this Agreement, the additional vehicles shall be provided at an additional cost to the CRA. The CRA shall only be obligated to pay the cost for the use of additional vehicles upon the execution of a written authorization for the use of additional vehicles by the CRA's Executive Director, or an authorized representative.**

5. Section 17.4 of the Original Agreement is hereby amended as follows:

**(17.4) The CONTRACTOR will be responsible for all costs associated with operating and maintaining its own fleet of vehicles, including but not limited to maintenance, registration, storage and insurance.**

6. That except as amended herein, the CRA and CONTRACTOR ratify, approve and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

7. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.

8. Capitalized terms used but not defined herein shall have the meaning assigned in the Original Agreement.

**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first written above.

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

BY: \_\_\_\_\_  
Shelly Petrolia, Chair

ATTEST:

By: \_\_\_\_\_  
Renee Jadusingh, Esq., Executive Director

I HEREBY APPROVE THIS  
AMENDMENT AS TO FORM:

\_\_\_\_\_  
General Counsel

**CONTRACTOR:**  
FIRST TRANSIT, INC.

Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA            )  
                                          )ss:  
COUNTY OF PALM BEACH    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_ of First Transit, Inc., an Ohio corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
**Signature**  
\_\_\_\_\_  
**Name**  
\_\_\_\_\_  
**Title**  
\_\_\_\_\_  
**Serial number**