

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

THIS SECOND AMENDMENT TO THE TRANSPORTATION SERVICES AGREEMENT ("Second Amendment") is made and entered into as of the 3rd day of April, 2020, by and between the DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public agency created pursuant to Section 163, Part III, Florida Statutes, (hereinafter referred to as the "CRA"), and FIRST TRANSIT, INC. (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS, the CRA and the CONTRACTOR previously entered into an Agreement for Transportation Services dated July 1, 2019, (the "Original Agreement"); and

WHEREAS, the CRA and the CONTRACTOR entered into a First Amendment to the Original Agreement dated February 25th, 2020 to amend the Contract Price for the transportation services ("First Amendment"); and

WHEREAS, on March 13, 2020, due to the COVID-19 Coronavirus, the City of Delray Beach, Florida, declared a state of emergency to properly prepare for, and respond to the virus; and

WHEREAS, on March 20, 2020 due to the COVID-19 Coronavirus, the City of Delray Beach, Florida, confirmed the state of emergency dated March 13, 2020, and ordered closed all non-essential businesses pursuant to Resolution No. 75-20; and

WHEREAS, on March 26, 2020, Palm Beach County issued emergency order 2020-002 ordering all non-critical businesses to close; and

WHEREAS, the CRA and CONTRACTOR desire to enter into this Second Amendment in order to suspend the transportation services and amend the CONTRACTOR's Contract Price during the state of emergency to pay a portion of the CONTRACTOR's expenses, as provided herein; and

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. The below amendments will be made to the Original Agreement, as amended, related to the Services provided by the CONTRACTOR:

- a) The CONTRACTOR shall immediately cease operating the Service Route.
- b) The Contract Price to be paid by the CRA to the CONTRACTOR shall be **\$30.04** per hour. The Contract Price paid to the CONTRACTOR during the Term of this Second Amendment shall be allocated by the CONTRACTOR to pay for driver wages and fringe benefits, manager wages and fringe benefits, and administrative expenses, as further depicted in the Fee Proposal, attached hereto as Exhibit A. The purpose of this Contract Price during the Term of this Second Amendment is to retain the drivers and manager at the current pay and benefits.
- c) During the Term of this Second Amendment, the CRA reserves the right to request the CONTRACTOR to provide other services, such as, but not limited to, meal pick-up and delivery. In the event the CRA elects to exercise this right, the CRA Staff shall notify the CONTRACTOR in writing, and shall pay the CONTRACTOR the Requested Services Contract Price of **\$47.50** per hour for the requested services as the sole payment to the CONTRACTOR during the Term of this Second Amendment. The Requested Services Contract Price shall be all encompassing and include driver wages and fringe benefits, manager wages and fringe benefits, administrative expenses, technician wages and fringe benefits, revenue vehicle lease, and maintenance parts and supplies, as further depicted in the Fee Proposal, attached hereto as Exhibit A.

3. The amendments as provided herein may be further amended in order for the CRA and the CONTRACTOR to comply with federal, state, and local orders related to COVID-19 Coronavirus.

4. Term of Second Amendment. The provisions in this Second Amendment shall remain in effect until the City of Delray Beach, Florida, Palm Beach County, and State of Florida suspend their respective state of emergencies due to COVID-19 Coronavirus, at which time the terms, provisions, and conditions of the Original Agreement, as amended by the First Amendment shall be reinstated.

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

6. All capitalized terms used but not defined herein shall have the meaning assigned to them in the Original Agreement, as amended.

**EXHIBIT A
FEE PROPOSAL (FEES TO THE CRA)**

No.	Item	Price
1	Hourly Rate for Drivers and their benefits *No service operated*	\$30.04
2	Hourly Rate for Drivers and their benefits *When service operated*	\$47.50

The \$47.50 Hourly Rate is all-inclusive including fuel.

* A total of 32 hours will be billed per weekday and 29 hours will be billed per weekend with the hourly rate dependent on if service is operated. *

Monthly Hours

	<u>Daily Hours</u>	<u>Days</u>	<u>Monthly Hours</u>
Weekday	32	20	640
Weekend	29	8	<u>232</u>
Total			872

Pricing Details - No service operated

<u>Category</u>	<u>Monthly Cost</u>	<u>Monthly Hours</u>	<u>Hourly Rate</u>
Driver Wages & Fringe	\$21,213	872	\$24.33
Manager Wages & Fringe	\$4,828	872	\$5.54
Administrative Expenses	<u>\$153</u>	872	<u>\$0.17</u>
Total	\$26,194		\$30.04

Pricing Details - When service operated

<u>Category</u>	<u>Monthly Cost</u>	<u>Monthly Hours</u>	<u>Hourly Rate</u>
Driver Wages & Fringe	\$21,213	872	\$24.33
Manager Wages & Fringe	\$4,828	872	\$5.54
Administrative Expenses	\$153	872	\$0.17
Technician Wages & Fringe	\$1,379	872	\$1.58
Revenue Vehicle Lease	\$6,732	872	\$7.72
Maintenance Parts & Supplies	<u>\$7,115</u>	872	<u>\$8.16</u>
Total	\$34,305		\$47.50