

FIRST AMENDMENT

THIS IS A FIRST AMENDMENT TO THE AGREEMENT dated the _____ day
of _____, 2018, between:

CITY OF POMPANO BEACH, a municipal corporation of the
State of Florida, whose address is 100 West Atlantic Boulevard,
Pompano Beach, Florida 33060, hereinafter referred to as "City,"

and

POMPANO BEACH WATER TAXI INC., a Florida corporation,
of 125 N. Riverside Drive, Pompano Beach, Florida 33062,
hereinafter referred to as "Licensee."

WHEREAS, the parties entered into a Water Taxi Operating License Agreement to
provide water taxi services connecting various areas that are exclusively within Pompano
Beach, along the Intracoastal Waterway from Atlantic Boulevard to the Hillsboro Inlet,
("Original Agreement"), a copy of which is attached hereto and made a part hereof, and approved
by City Ordinance No. 2017-63; and

WHEREAS, the parties now desire to amend various paragraphs to add additional
language and to substitute Exhibit "C" to the Original Agreement; and

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises,
covenants, and payments hereinafter set forth, the parties agree as follows:

1. Each "WHEREAS" clause set forth above is true and correct and herein
incorporated by this reference.
2. The Original Agreement shall remain in full force and effect except as specifically
amended hereinbelow.

3. The attached Exhibit "C" is hereby substituted for, and in all references replaces, that Exhibit "A," which was attached to, referenced and made a part of the Original Agreement.

4. Paragraph 2 of the Original Agreement is hereby amended as follows:

2. PROVISION OF WATER TAXI SERVICE.

The Licensee agrees to provide scheduled Water Taxi services connecting the Areas as detailed in Exhibit "A," License Area, a copy of which is attached hereto and made a part hereof, charging the public fees for this service as specifically set forth in Exhibit "B," Schedule of Fees, a copy of which is attached hereto and made a part hereof, approved by City, and as initially agreed to by City and Licensee. In the event of ambiguity between this Agreement and the Exhibits, the RFP and Proposal, this Agreement shall prevail.

The Licensee will have two vessels dedicated to providing Water Taxi Service exclusively within the City of Pompano Beach. The vessels are identified as a 1990 Aluminum and a 1985 Fiberglass Hull Passenger Inspected Vessel. The Licensee contemplates utilizing the City's subsidy to help cover the initial start-up costs associated with providing this alternative public transportation system during the initial phase of this Pilot Program. A detailed breakdown of such costs and allocation over the term of the Agreement is provided for in Exhibit "C," Subsidy Breakdown, a copy of which is attached hereto and made a part hereof.

...

5. Paragraph 4 of the Original Agreement is hereby amended as follows:

4. COMPENSATION.

The City will pay the Licensee a sum not to exceed \$422,635.00 in the manner described in attached Exhibit "C," Subsidy Breakdown. The City may, from time to time, require changes in the Scope of Work performed by the Licensee hereunder. Such changes may include any increase or decrease in the amount of the Licensee's compensation and changes to the Scope of Work included in the RFP, this Agreement and the Licensee's Proposal, which are mutually agreed upon by and between City and the Licensee and shall be effective when such changes are incorporated via written amendment to this Contract. At the conclusion of this Agreement, the Licensee may retain the cumulative monthly subsidies provided

during the term of this Agreement, ~~presuming~~ providing the Licensee complied with all terms and conditions.

6. Paragraph 13 of the Original Agreement is hereby amended as follows:

13. INDEMNIFICATION AND INSURANCE

The Licensee agrees to comply with all terms, provisions, and requirements contained in Request for Proposal (RFP) No. L-17-17, Water Taxi Services, and the Licensee agrees to designate the City as an additional insured under its own insurance policy. Said policy is attached hereto as "Exhibit D" and incorporated herein.

...

7. All other terms and conditions of the said agreement shall remain in full force and effect as provided by the original agreement and any previous amendments and renewals thereto, unless earlier terminated pursuant to the provisions of the agreement.

8. That no other amendment to the terms of the said agreement shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

IN WITNESS WHEREOF, the parties have caused this Amendment to Agreement to be duly executed on the day and year first above written.

"CITY"

Witnesses:

CITY OF POMPANO BEACH

By: _____ MAYOR

By: _____
GREGORY P. HARRISON, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as Mayor, **GREGORY P. HARRISON** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"LICENSEE"

POMPANO BEACH WATER TAXI INC.

a Florida corporation

Witnesses:

By: _____
MILTON SMITH, President

(Print or Type Name)

(Print or Type Name)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by **MILTON SMITH**, as President of **POMPANO BEACH WATER TAXI INC.**, a Florida corporation on behalf of the corporation. He is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

/jrm
10/24/18
L:agr/mgr/2019-60