

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF HOLLYWOOD

for

COMMUNITY BUS SERVICE

FINANCIAL ASSISTANCE ONLY

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and

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COMMUNITY BUS SERVICE

FINANCIAL ASSISTANCE ONLY

This is the First Amendment to the Interlocal Agreement ("First Amendment"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF HOLLYWOOD, a municipal corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY," (collectively referred to as "Parties").

WITNESSETH

WHEREAS, the Parties entered into an Interlocal Agreement for Community Bus Service dated May 4, 2016 ("Agreement"); and

WHEREAS, COUNTY pursuant to Article 5, Section 5.1 of this Agreement extended the term of this Agreement for a one-year period from October 1, 2017 through September 30, 2018; and

WHEREAS, the Parties desire to enter into a First Amendment modifying the Agreement to reduce the service hours and funding for existing routes and allowing the COUNTY to modify and/or terminate financial assistance for underperforming Community Bus Service Routes; and

WHEREAS, this First Amendment is reasonable and necessary and in the best interest of the public; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, and covenants set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.
2. Article 2, "Scope of Services-Services to be Provided by City," is amended as follows:

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.

2.8.1 UNDERPERFORMING ROUTES. Notwithstanding COUNTY's right to terminate this Agreement under Section 2.8, it is understood and agreed upon between COUNTY and CITY that upon CITY's failure to maintain a minimum of 7.1 passengers per Revenue Service Hour per Route during any twelve (12) month period, COUNTY may elect to modify and/or cease payment of any underperforming Route(s). COUNTY shall send notice in accordance with the "NOTICES" section of this Agreement, to CITY at least thirty (30) days prior to modifying and/or terminating payment of the underperforming Route(s).

3. Exhibit "F" is hereby modified to reflect the reduction of Community Bus Service schedule for the Downtown Beach-North and Beach Line Routes as provided for in the attached Amended Exhibit "F."
4. Except as provided for in the First Amendment, the terms and conditions set forth in the Agreement shall remain in force and effect.
5. The First Amendment shall be effective upon full execution by the Parties.
6. The First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Interlocal Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute the same by Board action on the 12th day of August 2014, and CITY OF HOLLYWOOD, signing by and through its City Manager, duly authorized to executive same.

COUNTY

BROWARD COUNTY, by and through its
County Administrator

By _____
County Administrator

_____ day of _____, 2018

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

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (date)

Print Name and Title Above

By _____
Claudia Capdesuner (date)
Assistant County Attorney

By _____
Angela J. Wallace (date)
Deputy County Attorney

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HOLLYWOOD FOR COMMUNITY BUS SERVICE-FINANCIAL ASSISTANCE ONLY.

CITY:

ATTEST:

CITY OF HOLLYWOOD, FLORIDA

City Clerk

By: _____
Josh Levy, Mayor

____ day of _____, 2018

Approved as to form and legality
for the use and reliance of the
City of Hollywood, Florida only:

By: _____
City Attorney

EXHIBIT "F"

City of Hollywood Operating Funding

Fiscal Year 2018

Community Bus Service - (\$15.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding (County)
4	Downtown Beach - North	Wed - Sun	10:00a - 11:00p	30 min	13.05	260	\$15.00	\$ 50,895.00
1	<u>Downtown Beach - North</u>	<u>Wed - Sun</u>	<u>10:00a - 11:00p</u>	<u>30 min</u>	<u>13.05</u>	<u>65</u>	<u>\$15.00</u>	<u>\$ 12,723.75</u>
1	Downtown Beach - South	Wed - Sun	10:00a - 11:00p	30 min	13.05	260	\$15.00	\$ 50,895.00
4	Beach Line	Wed - Sun	09:06a - 11:00p	30 min	14.90	260	\$15.00	\$ 58,110.00
1	<u>Beach Line</u>	<u>Wed - Sun</u>	<u>09:06a - 11:00p</u>	<u>30 min</u>	<u>14.90</u>	<u>65</u>	<u>\$15.00</u>	<u>\$ 14,527.50</u>
Total Annual Funding								\$ 78,146.25

Previous Annual Funding \$ 159,900.00
Decreased Annual Cost of Amendment \$ (81,753.75)

Words in ~~struck through~~ type are deletions from existing text.
Words in underscored type are additions to existing text