

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

Between

CITY OF HOLLYWOOD

and

HOLLYWOOD  
COMMUNITY REDEVELOPMENT AGENCY

for

COMMUNITY BUS AND TRANSIT SERVICES

This is the First Amendment to the Interlocal Agreement ("First Amendment"), made and entered into by and between: CITY OF HOLLYWOOD, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assign, hereinafter referred to as "CITY",

AND

THE HOLLYWOOD COMMUNITY REDEVELOPMENT DISTRICT, a dependent special district of the City of Hollywood, its successors and assigns, hereinafter referred to a "CRA," (collectively referred to as the "Parties")

WITNESSETH

WHEREAS, the Parties entered into an Interlocal Agreement for Community Bus Services dated \_\_\_\_\_ ("Agreement"); and

WHEREAS, the Parties desire to enter into a First Amendment modifying the Agreement to reduce the service hours and funding for the existing routes and allowing for the modification and/or terminations of 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 for the 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" is amended as follows:
  - 2.1.6 For services currently provided and within twelve (12) months after the start of any new service, CRA shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle. It is understood and agreed between CITY and CRA that a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any rolling twelve (12) month period is required by COUNTY. In the event ridership falls below the minimum acceptable levels, CITY and CRA will work together to review routes and measures to increase ridership.

2.1.6(a) UNDERPERFORMANCE ROUTES. Notwithstanding CITY's right to terminate this Agreement under Section 8, it is understood and agreed upon between the CITY and CRA that upon CRA's failure to maintain a minimum of 7.1 passengers per Revenue Service Hour per Route during any twelve (12) month period, CITY may elect to modify and/or cease payment of any underperforming Route(s). CITY shall send notice in accordance with the "NOTICE" section of the Agreement, to CRA 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 scheduled for the Downtown Beach-North and Beach Line Routes as provided for in the attached Amendment "F".
4. Except as provided for in the First Amendments, 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 full 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 OF THE FOREGOING, the parties have set their hands and seals the date and year first written above.

AS TO CITY

ATTEST:

City of Hollywood, a municipal  
Corporation of the State of Florida

\_\_\_\_\_  
Patricia A. Cerny, MMC  
City Clerk

By: \_\_\_\_\_  
Wazir Ishmael, Ph.D.  
City Manager

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

Approved By: \_\_\_\_\_  
Director of Financial Services

\_\_\_\_\_  
Douglas R. Gonzales,  
City Attorney

AS TO CRA

ATTEST:

City of Hollywood, Community  
Redevelopment Agency

\_\_\_\_\_  
Board Clerk

By: \_\_\_\_\_  
Jorge Camejo  
Executive Director

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

\_\_\_\_\_  
Douglas R. Gonzales,  
General Counsel