FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HALLANDALE BEACH FOR COMMUNITY SHUTTLE SERVICE

This is the First Amendment to the Agreement (the "First Amendment") between Broward County (the "County") and the City of Hallandale Beach, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

- A. The Parties entered into an Agreement dated November 19, 2019 ("Agreement"), that provided an alternative form of public transportation for residents within the jurisdictional limits of the City.
- B. The Parties desire to enter this First Amendment to increase the funding to reflect the rate in the City's agreement with its Subcontractor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

- Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement by this First Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
- 2. Exhibit F is hereby amended as indicated in the attached Exhibit F.
- 3. The effective date of this First Amendment shall be retroactive to October 1, 2020. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this First Amendment or the Agreement that is not contained in this written document or the Agreement.
- 4. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- 5. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and the City of Hallandale Beach, signing by and through its City Monage, duly authorized to execute same.

COUNTY

WITNESSES:

(Signature)

TAMARA BRANNON

(Print Name of Witness)

BROWARD COUNTY, by and through

its County Administrator

Bertha Henry

County Administrator

asmay of January, 20

(Signature)

MARVANNE DARBY

(Print Name of Witness)

CREATED REAL STREET OF THE REAL

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

Angela I Wallace

Transportation Surtax General Counsel

AJW/hb

City of Hallandale Beach Community Bus First Amendment 10/14/2020

#20-114.00

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF HALLANDALE BEACH FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF HALLANDALE BEACH

Jeremy Earle, City Manager

21 day of January, 20 21

WITNESSES:

(Signature)

Demetris Peason

(Print Name of Witness)

(Print Name of Witness)

Approved as to form:

1 City Atty Jennifes Merine

MARIA CHEVASCO Notary Public - State of Florida Commission # GG 304854 My Comm. Expires Feb 24, 2023 Bonded through National Notary Assn.

EXHIBIT "F"

City of Hallandale Beach Annual Operating Funding --FY 2020 2021 Community Bus Service - (\$46.94/Hour \$51.94/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Weekday	Route 1	7:00a - 7:00p	65 mln	26.33	257	\$48.04 51.94	\$317,634.06 351,468.11
2	Saturday	Route 1	7:00a - 7:00p	65 mln	26.33	52	\$48.04 51.94	\$64,268.37 71,114.17
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					Funding For Route 1			\$381,902.43 422,582.28
Buses	Service	Route	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
	Washdan	Davida O	7.00- 7.00-	55 -l-	12.83	257	\$46.04 51.94	\$154,775,73 171,262.28
1	Weekday	Route 2	7:00a - 7:00p	65 mln				
1	Saturday	Route 2	7:00a - 7:00p	65 mln	12.83	52	\$48.04 <u>51.94</u>	\$ 31,316.49 <u>34,652.29</u>
					Funding Fo	r Route 2	\$186,092.22 205,914.57	
Buses	Service	Route	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	Route 3	7:00a - 7:00p	65 mln	13.17	257	\$46.04 <u>51.94</u>	\$158,877.35 175.800.80
1	Saturday	Route 3	7:00a - 7:00p	65 mln	13.17	52	\$46.04 <u>51.94</u>	\$32,146.39 35,570.59
					Funding Fo	r Route 3	\$ 191,023.74 <u>211,371.39</u>	
Buses	Service	Route	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	Route 4	7:00a - 7:00p	60 mln	12.67	257	\$46.04 <u>51.94</u>	\$ 152,845.56 169,126.51
1	Weekend	Route 4	7:00a - 7:00p	60 mln	12.67	104	\$46.04 <u>51.94</u>	\$ 61,851.90 <u>68,440.30</u>
					Funding Fo	r Route 4	\$ 214,697.46 <u>237,566.81</u>	
					Total Annual	Funding	\$ 973,715.85 1,077,435.05	
					Incressed An	nual Cost	\$103.719.20	