

EXHIBIT 2

FIRST AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

COMMUNITY BUS SERVICE
FINANCIAL ASSISTANCE ONLY

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This is an Agreement 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 HALLANDALE BEACH, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY entered into an Agreement for Community Bus Service Financial Assistance Only for the provision of public transportation services within the CITY; and

WHEREAS, the parties desire to amend the Agreement to provide for additional service and funding; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

1. That the recitals set forth above are true and correct and made a part of this Amendment.
2. Words in ~~struck through~~ type are deletions from the existing language in the Agreement. Words in underscored language type are additions to the existing language in the Agreement.

3. That Article 1, "Definitions and Identifications," shall be amended by including definition of "Community Bus Service" to read as follows:

Community Bus Service - Community Bus Service shall mean the public transportation service provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY. The term Community Bus Service may be used interchangeably throughout this Agreement with the term public transportation service or transportation service.

4. That Article 2, "Scope of Services," Section 2.1, is hereby amended to read as follows:

2.1 CITY shall provide public transportation services within the CITY at the locations and according to schedules as contained in revised Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by CITY shall be effective only upon the written consent of Contract Administrator.

5. That Article 5, "Financial Assistance," Section 5.1, is hereby amended to read as follows:

5.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in revised Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

6. Exhibit "A" and Exhibit "F" of the Agreement shall be replaced in their entirety by revised Exhibit "A" and revised Exhibit "F" attached hereto and made a part hereof.

7. The Agreement shall remain in full force and effect except as specifically amended herein. In case of a perceived conflict between the terms of the Agreement and the Amendment, the terms of the Amendment shall govern.

8. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
9. Preparation of this First Amendment has been a joint effort of COUNTY and CITY, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
10. 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 Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.
11. Multiple copies of this First Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
12. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY:

BROWARD COUNTY, by and through its County Administrator

By _____
County Administrator

_____ day of _____, _____.

Insurance requirements
approved by Broward County
Risk Management Division

By _____

Approved as to form by
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Sharon V. Thorsen
Senior Assistant County Attorney

APPROVED:

Noel M. Pfeffer, Deputy County Attorney

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE BEACH FOR USE OF VEHICLES FOR COMMUNITY BUS SERVICE

CITY:

Approved by Resolution No. _____

Dated _____

ATTEST:

CITY OF _____

City Clerk

By: _____
City Manager

____ day of _____, 20____.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney

HALLANDALE BEACH ROUTE 1

ROUTE HAL1

WAL MART	DIPL HAB	FAIR RIV	DIPL MALL	CITY HALL	MAR GRA	N14A ATLS	PUB GDI	OCD CLRDR	NB FS	WAL MART
700a	705a	707a	710a	720a	730a	735a	740a	750a	755a	800a
800a	805a	807a	810a	820a	830a	835a	840a	850a	855a	900a
900a	905a	907a	910a	920a	930a	935a	940a	950a	955a	1000a
1000a	1005a	1007a	1010a	1020a	1030a	1035a	1040a	1050a	1055a	1100a
1100a	1105a	1107a	1110a	1120a	1130a	1135a	1140a	1150a	1155a	1200p
1200p	1205p	1207p	1210p	1220p	1230p	1235p	1240p	1250p	1255p	100p
100p	105p	107p	110p	120p	130p	135p	140p	150p	155p	200p
200p	205p	207p	210p	220p	230p	235p	240p	250p	255p	300p
300p	305p	307p	310p	320p	330p	335p	340p	350p	355p	400p
400p	405p	407p	410p	420p	430p	435p	440p	450p	455p	500p
500p	505p	507p	510p	520p	530p	535p	540p	550p	555p	600p
600p	605p	607p	610p	620p	630p	635p	640p	650p	655p	700p

- halwmt Hallandale Beach Walmart
- dpkhbb DIPLOMAT PKWY/HALLANDALE BEACH BLVD
- fairi Fairways Riviera
- diplm Diplomat Mall
- halch Hallandale City Hall & Library
- marg Mardi Gras
- 14aatb NE 14 Ave & Atlantic Shores Blvd
- pblix GOLDEN ISLES SC/PUBLIX SE 14 A
- odclr Ocean Dr County Line Rd
- nbfs North Beach Fire Station
- halwmt Hallandale Beach Walmart

Hallandale Beach Community Bus Route 1

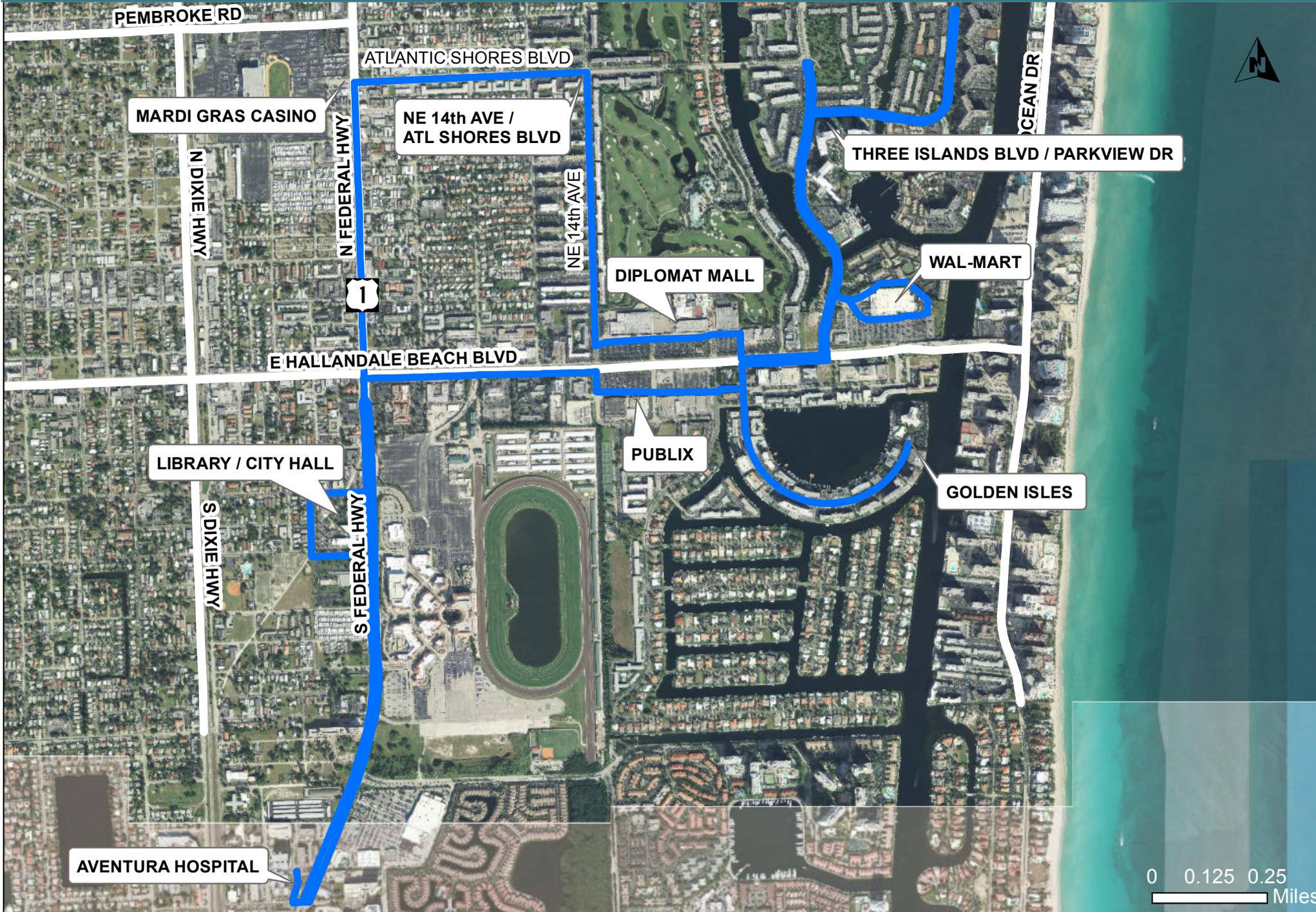


ROUTE HAL2

PUB GDI	GLDN ISLS	WAL MART	3ISL PKVW	DIPL MALL	N14A ATLS	MAR GRA	CITY HALL	AVEN HOSP	PUB GDI
700a	705a	710a	715a	720a	725a	730a	735a	745a	800a
800a	805a	810a	815a	820a	825a	830a	835a	845a	900a
900a	905a	910a	915a	920a	925a	930a	935a	945a	1000a
1000a	1005a	1010a	1015a	1020a	1025a	1030a	1035a	1045a	1100a
1100a	1105a	1110a	1115a	1120a	1125a	1130a	1135a	1145a	1200p
1200p	1205p	1210p	1215p	1220p	1225p	1230p	1235p	1245p	100p
100p	105p	110p	115p	120p	125p	130p	135p	145p	200p
200p	205p	210p	215p	220p	225p	230p	235p	245p	300p
300p	305p	310p	315p	320p	325p	330p	335p	345p	400p
400p	405p	410p	415p	420p	425p	430p	435p	445p	500p
500p	505p	510p	515p	520p	525p	530p	535p	545p	600p
600p	605p	610p	615p	620p	625p	630p	635p	645p	700p

- pblix** GOLDEN ISLES SC/PUBLIX SE 14 A
- gldnil** Golden Isles
- halwmt** Hallandale Beach Walmart
- 3ilpkv** Three Islands Blvd & Parkview Dr
- diplm** Diplomat Mall
- 14aatb** NE 14 Ave & Atlantic Shores Blvd
- marg** Mardi Gras
- halch** Hallandale City Hall & Library
- avnhos** Aventura Hospital US 1 & NE 209 St
- pblix** GOLDEN ISLES SC/PUBLIX SE 14 A

Hallandale Beach Community Bus Route 2



ROUTE HAL 3

CITY HALL	FASH ROW	HEP BURN	HOLL RAIL	BRSO HLTH	WINN DIXE	COMM CTR	SW10 TERR	CITY HALL
700a	706a	712a	718a	725a	736a	739a	746a	800a
800a	806a	812a	818a	825a	836a	839a	846a	900a
900a	906a	912a	918a	925a	936a	939a	946a	1000a
1000a	1006a	1012a	1018a	1025a	1036a	1039a	1046a	1100a
1100a	1106a	1112a	1118a	1125a	1136a	1139a	1146a	1200a
1200p	1206p	1212p	1218p	1225p	1236p	1239p	1246p	100p
100p	106p	112p	118p	125p	136p	139p	146p	200p
200p	206p	212p	218p	225p	236p	239p	246p	300p
300p	306p	312p	318p	325p	336p	339p	346p	400p
400p	407p	414p	421p	428p	440p	445p	452p	500p
500p	507p	514p	521p	528p	540p	545p	552p	600p
600p	607p	614p	621p	-	640p	645p	652p	700p

Hallandale Beach ROUTE HAL3

- halch Hallandale City Hall & Library
- fashon Fashion Row NW 1 Ave Hallandale
- hepbrn Hepburn Center NW 8 Ave Hallandale
- rrhol TCRA Hollywood Tri-Rail
- bsrhc Broward South Regional Health Ctr
- wdhal Winn-Dixie Hallandale BB & SW 10 T
- hacc Hallandale Community Center
- sw10t SW 10 T/SW 10 A Hallandale
- halch Hallandale City Hall & Library

Revised EXHIBIT "F"

City of Hallandale Beach

Annual Operating Funding for Fiscal Year 2012

Community Bus Service for "Route 1"- (\$15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Weekday	1	7:00a -7:00p	60 min	12.00	258	\$15.00	\$ 46,440.00
1	Saturday	1	7:00a -7:00p	60 min	12.00	53	\$15.00	\$ 9,540.00
Financial Assistance for Route 1								\$ 55,980.00

Community Bus Service for "Route 2"- (\$15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Weekday	2	7:00a -7:00p	60 min	12.00	258	\$15.00	\$ 46,440.00
1	Saturday	2	7:00a -7:00p	60 min	12.00	53	\$15.00	\$ 9,540.00
Financial Assistance for Route 2								\$ 55,980.00

Community Bus Service for "Route 3"- (\$15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Weekday	3	7:00a -7:00p	60 min	12.00	258	\$15.00	\$ 46,440.00
1	Saturday	3	7:00a -7:00p	60 min	12.00	53	\$15.00	\$ 9,540.00
Financial Assistance for Route 3								\$ 55,980.00

Total Annual Operating Funds	\$ 167,940.00
Previous Annual Operating Funds	\$ 46,650.00
Additional Annual Cost of Amendment	\$ 121,290.00