

AMENDMENT #2 TO THE ESCAMBIA AREA TRANSIT MANAGEMENT SERVICES AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND VEOLIA TRANSPORTATION SERVICES, INC.

THIS SECOND AMENDMENT TO THE AGREEMENT is entered into on the ___ day of January 2012, between Escambia County, Florida, a political subdivision of the State of Florida, with administrative offices located at 221 Palafox Place, Pensacola, Florida 32502 (hereinafter referred to as "County") and Veolia Transportation Services, Inc., a foreign for profit corporation authorized to transact business in the State of Florida, with a principal address of 720 East Butterfield Road, Suite 300, Lombard, IL 60148, and a local address of 6706 North Ninth Avenue, Suite A1, Pensacola, Florida 32504 (hereinafter referred to as "Veolia").

WITNESSETH:

WHEREAS, on August 19, 2004, the County entered into an agreement with Veolia for transit management services; and

WHEREAS, on or about December 11, 2008, the Parties entered into the First Amendment to the Agreement extending the term of the Agreement for two years (effective October 1, 2009); and

WHEREAS, the Parties have mutually agreed to amend paragraph 1-3 of the Agreement to extend the term of the Agreement through March 30, 2012; and

WHEREAS, as a result of said amendment, the Board of County Commissioners finds it in the best interest of the health, safety and welfare of the citizens of Escambia County that the Agreement should be amended as provided herein.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and Veolia agree to amend the Agreement, dated August 19, 2004, as amended by Amendment #1, dated December 11, 2008, as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.
2. That paragraph 1-3 is amended to read as follows:

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SCAMBIA COUNTY
PURCHASING DEPARTMENT

I-3 Term, Extension and Renewal.

The effective date of this Agreement shall be the date appearing on Page 1 of this Agreement and shall remain in effect for five fiscal years beginning October 1, 2004 and expire on September 30, 2009. This term shall be subject to a continued annual appropriation by the Escambia County Board of County Commissioners.

Upon expiration of the initial term, Escambia County shall have the right to extend the term of this Agreement for ~~two (2) additional fiscal years~~, without a change in terms and conditions, ~~unless otherwise mutually agreed upon at the expiration of five (5) fiscal years~~. Escambia County may exercise its right to extend by giving by providing written notice to the Management Company, ~~no later than six (6) months before September 30, 2009~~. The parties agree that this Agreement shall be extended an additional ~~two (2) fiscal years~~. The parties mutually agree that in no event shall the term of the Agreement, as be extended, beyond March 30, 2012, exceed ~~seven (7) fiscal years~~. Management fees for the additional ~~two (2) years~~ are contained in schedule A (attached), approved by the Board of County Commissioners on August 19, 2004.

~~Eseambia County reserves the right to terminate this agreement for any reason at any time for the convenience of the County not withstanding any provision in section III-9. Such termination for convenience shall not subject the County to any claims for damages or other financial penalties byt eh management company.~~ In the event that this Agreement is not extended or otherwise renewed, the Agreement will terminate in accordance with Section 16 of this Agreement. APW

3. That the Parties hereby agree that all other provisions of the Agreement of August 19, 2004, as amended by the Amendment #1, dated December 11, 2008, that are not in conflict with the provisions of this Second Amendment shall remain in full force and effect.

4. That the effective date of this Second Amendment shall be on the last date executed by the Parties hereto.

5. That this Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board action on the _____ day of _____ 2012, and Veolia Transportation Services, Inc., by and through its President.

COUNTY:

Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Wilson B. Robertson
Wilson B. Robertson, Chairman

ATTEST: Ernie Lee Magaha
Clerk of the Circuit Court

BCC Approved: 9-1-2011



Ernie Lee Magaha
Deputy Clerk

This document approved as to form and legal sufficiency

By: Christina Huel

Title: HCA

Date: 12/15/11

MANAGEMENT COMPANY:

Veolia Transportation Services, Inc.

Kenneth Westbrook
Kenneth Westbrook, President

Attest:

[Signature]
Corporate Secretary

(Corporate Seal)

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