

FIRST AMENDMENT TO

AGREEMENT

between

BROWARD

COUNTY

and

CITY OF FORT LAUDERDALE

for

INSTALLATION AND MAINTENANCE OF BUS SHELTERS

THIS IS A FIRST AMENDMENT TO AGREEMENT made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

CITY OF FORT LAUDERDALE, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, the parties desire to modify exhibit a, description of bus shelter(s) and their locations project improvement and scope; and

WHEREAS, COUNTY has determined that it is cost effective for COUNTY to furnish and install bus shelter improvements within the jurisdictional limits of MUNICIPALITY, provided that MUNICIPALITY agrees to maintain the bus shelters upon installation; and

WHEREAS, MUNICIPALITY has determined that certain bus shelters will better serve the community if located at higher areas of ridership; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to improve bus stop comfort by providing bus shelters and other amenities at such newly identified location(s); NOW, THEREFORE,

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

SECTION 1: AMENDED EXHIBIT A

1. Pursuant to 8.12 of Agreement, Exhibit A is hereby amended to include a Bus Shelter located on the south side of Sistrunk Boulevard near the intersection of NW 21st Terrace. Such Bus Shelter shall replace the Bus Shelter at Bus Stop #2411, located on the south side of Sistrunk Boulevard, just west of NW 12th Avenue.
2. COUNTY shall remove the Bus Shelter at Bus Stop #2411, located on the south side of Sistrunk Boulevard, just west of NW 12th Avenue and install or cause to be installed the above Bus Shelter, which are described and located as set forth on Amended Exhibit "A" within the jurisdiction of MUNICIPALITY. The removal and installation of the Bus Shelter(s) located at the site noted above shall be at the sole cost of MUNICIPALITY, in an estimated amount of \$15,185.84 (see also Exhibit 2 Sistrunk Invoice).
3. The Bus Shelters shall remain the property of COUNTY. If requested by COUNTY, MUNICIPALITY may provide easement(s) in a form acceptable to COUNTY prior to the installation of the Bus Shelter(s) on MUNICIPALITY owned or controlled property. In the event an easement is required by COUNTY for the installation of Bus Shelter(s), COUNTY shall provide a minimum of three month notice to Municipality. In the event that MUNICIPALITY does not provide an easement on

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its County Administrator, authorized to execute on the this ____ day of March, 2016, and CITY OF FORT LAUDERDALE, signing by and through its City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its
County Administrator

By _____
County Administrator

____ day of _____, 20____

Approved as to form by Joni
Armstrong Coffey Broward
County Attorney
Governmental Center, Suite 423 115
South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
County Attorney

CITY:

ATTEST:

CITY OF FORT LAUDERDALE

City Clerk

By: _____
Lee R. Feldman, City Manager

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____
Assistant City Attorney