

SECOND AMENDMENT
to
AGREEMENT
between
BROWARD COUNTY
and
CITY OF FORT LAUDERDALE
for
COMMUNITY BUS SERVICE

SECOND AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

This is a Second Amendment to the 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 FORT LAUDERDALE, 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 Interlocal Agreement for Community Bus Service for the provision of public transportation services within the CITY; and

WHEREAS, the parties entered into a First Amendment to the Agreement to provide for Saturday service; and

WHEREAS, the Interlocal Agreement and First Amendment shall be referred to collectively as the "Agreement"; and

WHEREAS, CITY held a public hearing on December 18, 2012, to seek public input and participation on the elimination of the Community Bus Service Blue Route and the reduction of Community Bus Service on the Red Route to 6.25 hours per weekday and the elimination of weekend service; and

WHEREAS, the termination of the Community Bus Service on the Blue Route shall require CITY to return to COUNTY one of the leased wheelchair accessible vehicles; and

WHEREAS, the parties desire to amend the Agreement to eliminate the Blue Route, reduce the Community Bus service on the Red Route, and require the return of one wheelchair accessible vehicle; 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. 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 schedule as set forth on revised Exhibit "A" shall be effective on January 2, 2013. 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.
3. That Article 2, "Scope of Services," Section 2.6.1, is hereby amended to read as follows:
 - 2.6.1 COUNTY shall lease to CITY ~~two (2)~~ one (1) wheelchair accessible, passenger Vehicle(s), as described on revised Exhibit "E" to be used in regular route service as set forth in revised Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. These Vehicle(s) shall be leased to CITY for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by CITY, CITY at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by CITY. CITY shall return the Vehicle described on revised Exhibit "E" and indicated as the Vehicle to be returned to COUNTY, ("Returned Vehicle"). CITY shall return the Returned Vehicle to COUNTY within seven (7) days of the effective date of this Second Amendment. CITY shall return the Returned Vehicle to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the Returned Vehicle to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Returned Vehicle for advertisement purposes. Any costs

necessary to restore and/or prepare the Returned Vehicle for return to the COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Returned Vehicle prior to acceptance and should the Maintenance Transit Manager determine that the Returned Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager within seven (7) calendar days. In the event that CITY fails to remedy any deficiencies identified by the Maintenance Transit Manager within seven (7) calendar days, COUNTY shall have the right to remedy any deficiencies and invoice CITY for any and all of the COUNTY's expenses. CITY shall pay COUNTY's invoice within thirty days.

4. 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 annual operating funding as set forth on revised Exhibit "F" shall be effective on January 2, 2013. 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", Exhibit "E" and Exhibit "F" of the Agreement shall be replaced in their entirety by revised Exhibit "A," revised Exhibit "E," and revised Exhibit "F," attached hereto and made a part hereof.
7. This Second Amendment shall become effective upon the proper execution of the parties. 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 Second Amendment, the terms of the Second Amendment shall govern.
8. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
9. Preparation of this Second 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 Second 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 Second 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 have made and executed this Second Amendment on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CITY OF FORT LAUDERDALE, signing by and through its _____, duly authorized to execute same.

COUNTY:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By _____
Mayor

____ day of _____, 20 ____.

Insurance requirements
Risk Management Division

By _____

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Room 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

SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR COMMUNITY BUS SERVICE

CITY:

Approved by Resolution No. _____

Dated _____

ATTEST:

CITY OF FORT LAUDERDALE

City Clerk

By _____

_____ day of _____, 20____.

APPROVED AS TO FORM:

City Attorney

Mayor

SVT:slw
CommunityBusFortLauderdaleStandardSecondAmendment
1/2/13
10-114.02

Exhibit A

TMA

Fort Lauderdale Neighborhood Link

| | | | | | | | | | | | | | | | | | | | |
|--------------------------|-------------------|-------------------------------|-----------------|------------------------------|-----------------------------------|------------------------|------------------------------------|---------------------|------------------------------|-----------------------------|-------------------------------------|--------------|------------------------------|-----------------------|-----------------|-------------------------------|--------------------------|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | | |
| Broward Terminal Outside | Housing Authority | Save-A-Lot Shoppes on Art Ave | Dixie Court Apt | TCRA Ft. Lauderdale Tri-Rail | African American Research Library | Suncrest Court Housing | Sunrise Blvd Thunderbird Swap Shop | Cooperative Feeding | West Broward Shopping Center | Plantation General Hospital | Department of Children and Families | Melrose Park | TCRA Ft. Lauderdale Tri-Rail | Sunny Reach Townhomes | Dixie Court Apt | Save-A-Lot Shoppes on Art Ave | Broward Terminal outside | | |
| 8:30a | 8:39a | 8:47a | 8:49a | 8:55a | 8:59a | 9:03a | 9:07a | 9:12a | 9:15a | 9:19a | 9:21a | 9:27a | 9:32a | 9:35a | 9:38a | 9:42a | 9:45a | | |
| 9:45a | 9:54a | 10:02a | 10:04a | 10:10a | 10:14a | 10:18a | 10:22a | 10:27a | 10:30a | 10:34a | 10:36a | 10:42a | 10:47a | 10:50a | 10:53a | 10:57a | 11:00a | | |
| 11:00a | 11:09a | 11:17a | 11:19a | 11:25a | 11:29a | 11:33a | 11:37a | 11:42a | 11:45a | 11:49a | 11:51a | 11:57a | 12:02p | 12:05p | 12:08p | 12:12p | 12:15p | | |
| MIDAY BREAK | | | | | | | | | | | | | | | | | | | |
| 12:15p | 12:24p | 12:32p | 12:34p | 12:40p | 12:44p | 12:48p | 12:52p | 12:57p | 1:00p | 1:04p | 1:06p | 1:12p | 1:17p | 1:20p | 1:23p | 1:27p | 1:30p | | |
| 1:30p | 1:39p | 1:47p | 1:49p | 1:55p | 1:59p | 2:03p | 2:07p | 2:12p | 2:15p | 2:19p | 2:21p | 2:27p | 2:32p | 2:35p | 2:38p | 2:42p | 2:45p | | |

Westbound

Eastbound

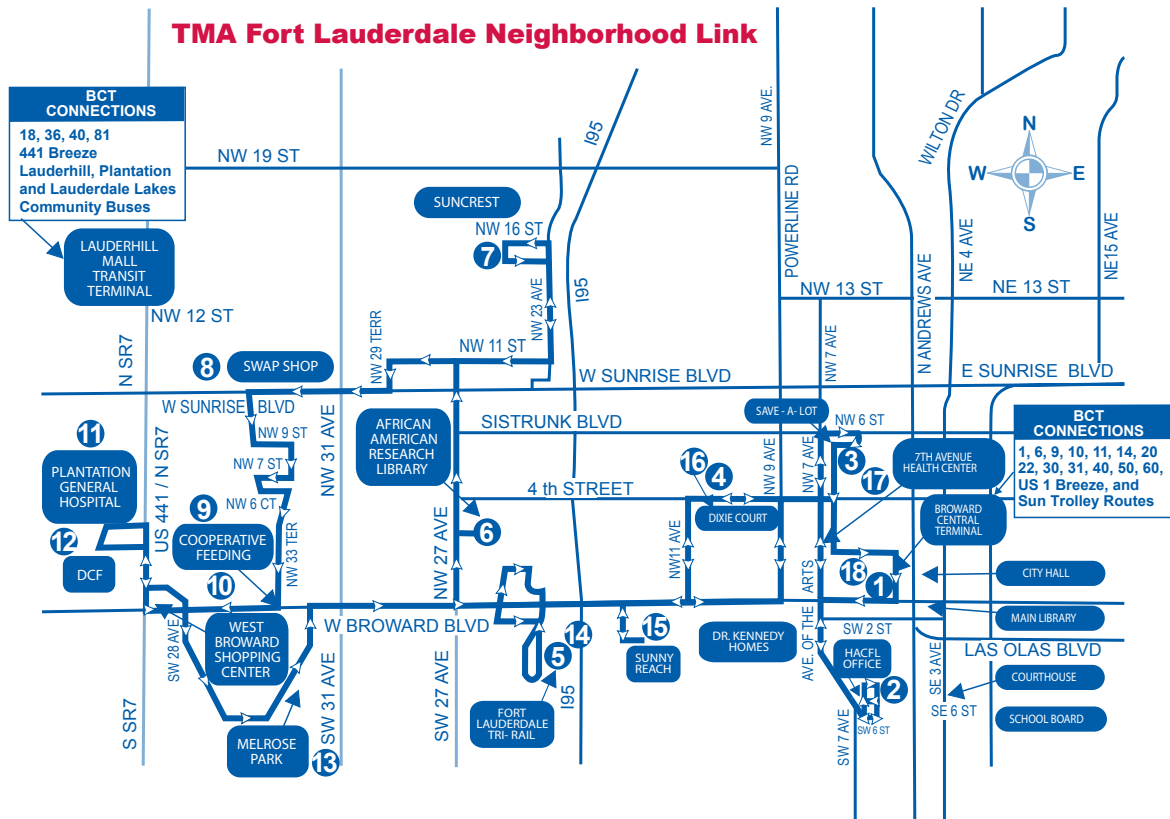


EXHIBIT E

City of Fort Lauderdale

TMA Neighborhood Link

Leased Vehicles For Fiscal Year 2013

Red Route

| <u>Vehicle</u> | <u>Year</u> | <u>Make</u> | <u>Seats</u> | <u>Asset</u> | <u>VIN</u> | |
|---|-------------|------------------------|--------------|--------------|-------------------|------------------|
| M0767 | 2007 | El Dorado AeroTech 240 | 20 | 297581 | 1FDXE45P27DB06750 | Returned Vehicle |
| The above vehicle is being returned per terms of the Second Amendment | | | | | | |
| M1250 | 2012 | ENC AeroTech | 16/2 | 311432 | 1GB6G5BL0C1159341 | |

EXHIBIT F

City of Fort Lauderdale Operating Funding - TMA Neighborhood Link

Fiscal Year 2013

Community Bus Service - (\$15.00/Hour)

| Buses | Route | Service | Span of Service | Frequency | Daily Service Hours | Days | Funding Per Revenue Hour | Annual Funding (County) |
|--------------|---|----------------|------------------------|------------------|----------------------------|-------------|--|--------------------------------|
| 1 | TMA Neighborhood Link (formerly known as HACFL) | Mon-Fri | 8:30a - 2:45p | 75 min | 6.25 | 254 | \$15.00 | \$ 23,812.50 \$ - |
| | | | | | | | Total Annual Funding | \$ 23,812.50 |
| | | | | | | | Previous Annual Funding | \$ 75,600.00 |
| | | | | | | | Reduced Annual Cost for Amendment | \$(51,787.50) |

Name

Date

Title