

DOCUMENT ROUTING FORM

P 5 ✓ 2/17/13 L

NAME OF DOCUMENT: SECOND AMENDMENT WITH BROWARD COUNTY - COMMUNITY BUS

Approved Comm. Mtg. on January 22, 2013 CAR# 13-0172

ITEM: M - 7 PH - O - CR - R -

✓ 3/27/13
Processed
original

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAR copy of document ACM Form # originals

By: ksa forwarded to: Kevin Walford
Initials

1.) Approved as to Content: [Signature]
Department Director 1-25-13

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by [Signature] Date: 1.28.13
Finance Director

Amount Required by Contract/Agreement \$ \$17,677 Dept./Div. TAM/Transportation

Please see attached 1/8/13 Consolidated Budget Amendment CAM #12-2644

FUNDING SOURCE: Index/Sub-object Project #

3.) City Attorney's Office: Approved as to Form # 5 Originals to City Mgr. By: KSA

Harry A. Stewart Cole Copertino Robert B. Dunckel
Ginger Wald D'Wayne Spence [Signature] Paul G. Bangel
Carrie Sarver DJ Williams-Persad

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torriente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # originals to Mayor.

6.) Mayor: Please sign as indicated and forward # originals to Clerk.

7.) To City Clerk for attestation and City seal.

13 FEB 4 PM 1:00

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one COPY and forwards ALL 5 (five) original documents to KEVIN WALFORD

Copy of document to Original Route form to

Attach certified copies of Reso. # Fill-in date

2/12

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 19th day of March, 2013 and CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

COUNTY:



Deputy County Administrator



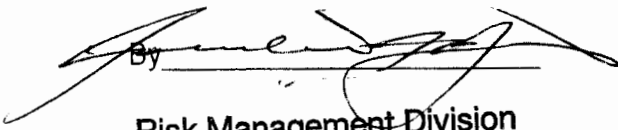
Insurance requirements
Risk Management Division

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By Kristin Golob
Mayor

19th day of March 2013.

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



Risk Management Division

Jacqueline A. Binns
Risk Insurance and
Contracts Manager

By Sharon V. Thorsen
Senior Assistant County Attorney

APPROVED:

Noel M. Pfeffer 2/19/13
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 Motion M-7

Dated _____

ATTEST:

CITY OF FORT LAUDERDALE

Jonda K. Joseph
City Clerk

By [Signature]
Mayor

5th day of February, 2013

APPROVED AS TO FORM:

[Signature]
City Attorney
[Signature]
City Manager

SVT:slw
CommunityBusFortLauderdaleStandardSecondAmendment
1/24/13
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**

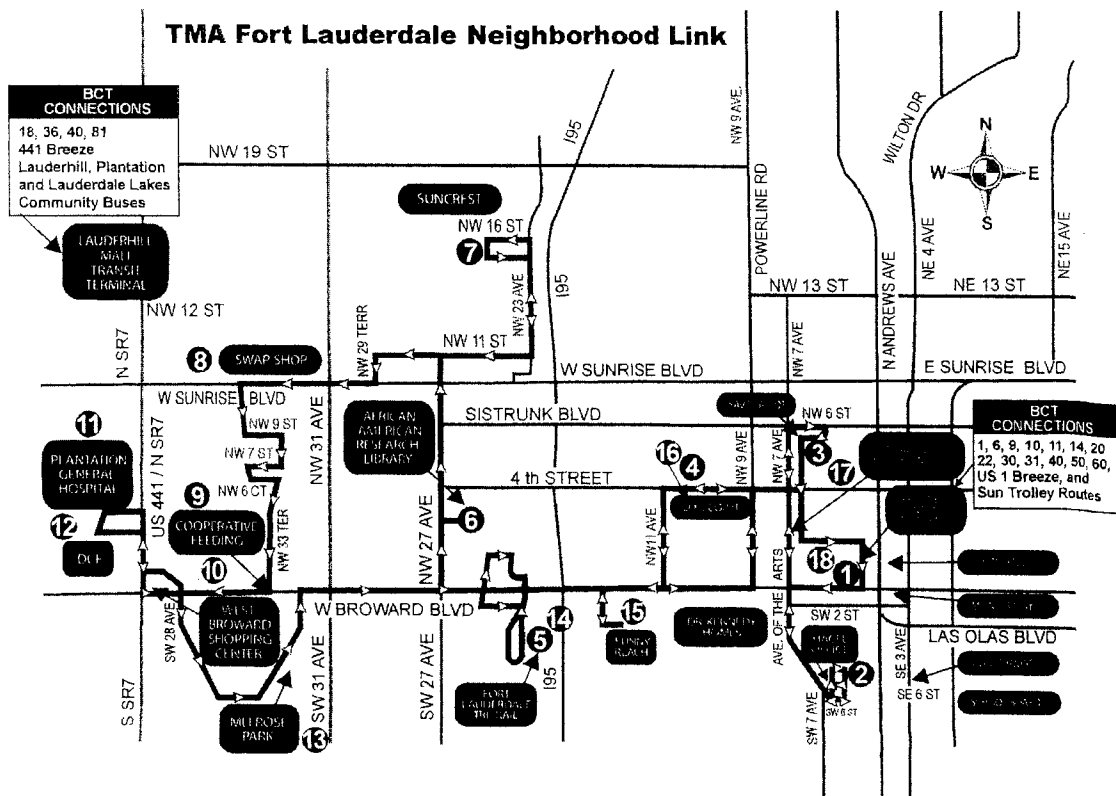


EXHIBIT E

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	1GB6G5BLOC1159341	

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



Venice of America

CITY OF
FORT LAUDERDALE

March 1, 2011

Broward County, Board of County Commissioners
115 S. Andrews Ave
Fort Lauderdale, FL 33301

To Whom It May Concern:

The City of Fort Lauderdale is self-insured for all general liability exposures. Accordingly, claims made against the City are handled under the City's self-funded liability program as provided for by Florida Statute 768.28. Insurance.

Please feel free to contact me if you have questions or need additional information.

Sincerely,

Guy Hine
Risk Manager

DN: cn=Perez
Alexander, c=US, o=Risk
Management,
ou=Broward County,
email=palexander@brow
ard.org
Date: 2011.03.24
12:26:20 -04'00'

RISK MANAGEMENT
101 N.E. 3RD AVENUE, SUITE 300 FORT LAUDERDALE, FLORIDA 33301
TELEPHONE:(954) 828-5177 FAX (954) 828-5439

www.fortlauderdale.gov

