

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

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BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

This is a First Amendment to Interlocal Agreement ("First Amendment"), 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, hereinafter referred to as "CITY," collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into two Interlocal Agreements for Community Bus Service dated November 3, 2014; and

WHEREAS, the COUNTY provided financial assistance and leased vehicles to the CITY in one agreement ("Agreement") and a leased vehicle without financial assistance in the other agreement ("Lease Only Agreement"); and

WHEREAS, on October 7, 2014 (Item No. 9), the Board of County Commissioners approved the transfer of seven vehicles to the CITY, subject to Federal Transit Administration approval, which was granted on December 9, 2014; and

WHEREAS, the CITY requested and the COUNTY approved financial assistance for the vehicle included in the Lease Only Agreement; and

WHEREAS, the Parties desire to terminate the Lease Only Agreement and modify the Agreement to: (1) reflect the current ownership of the seven transferred vehicles, (2) include the vehicle from the Lease Only Agreement in this Agreement, (3) and provide for financial assistance for the additional vehicle; and

WHEREAS, this First Amendment is reasonable and necessary and in the best interest of the public; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, and covenants set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

2. Article 3, "Vehicles," is amended as follows:

3.1 LEASE. COUNTY shall lease to CITY the wheelchair accessible, passenger Vehicle(s), as described on Amended Exhibit "D" to be used in Community Bus Service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The 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.

3. Article 6, "Financial Assistance," is amended as follows:

6.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by CITY ("Financial Assistance"). CITY shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Amended Exhibit "F." The Financial Assistance shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay CITY, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.

...

4. Exhibit "D," is hereby amended to include an additional vehicle as provided for in the attached Amended Exhibit "D."

5. Exhibit "F," is hereby amended to included financial assistance for the additional vehicle as provided for the attached Amended Exhibit "F."

6. The Lease Only Agreement dated November 3, 2014, is hereby terminated effective June 30, 2015.
7. The addition financial assistance for the additional vehicle provided for in the First Amendment shall begin on July 1, 2015.
8. Except as provided for in the First Amendment, the terms and conditions set forth in the Agreement shall remain in force and effect.
9. The First Amendment shall be effective upon full execution by the Parties.
10. The First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Words in ~~struck-through~~ type are deletions from existing text.
Words in underscoring type are additions to existing text

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through 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 City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through its Mayor

By _____
Mayor

____ 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

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

By _____
Angela J. Wallace (Date)
Deputy County Attorney

Print Name and Title above

AJW
1st Amendment - FortLauderdaleCommunityBusServiceILA
05/27/15
14-114.05

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR COMMUNITY BUS SERVICE.

CITY:

ATTEST:

CITY OF FORT LAUDERDALE

City Clerk

By: _____
Lee R. Feldman, City Manager

____ day of _____, 20____.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____
City Attorney