

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

AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

This is an 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, both COUNTY and CITY agree that better public transportation for residents for of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, COUNTY and CITY entered into an Interlocal Agreement ("Agreement") on September 15, 2009 for Community Bus Service for the provision of public transportation services within the CITY; and

WHEREAS, the parties now desire to amend the Agreement to modify the community bus service routes;

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. Exhibit "A" of the Agreement is hereby deleted in its entirety and shall be replaced with Exhibit "A" attached hereto and made a part thereof as Exhibit "A".
3. Exhibit "E" of the Agreement is hereby deleted in its entirety and shall be replaced with Exhibit "B" attached hereto and made a part thereof as Exhibit "E".
4. Exhibit "F" of the Agreement is hereby deleted in its entirety and shall be replaced with Exhibit "C" attached hereto and made a part thereof as Exhibit "F".
5. 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, any prior amendments to the Agreement and this Amendment, the terms of this Amendment shall govern.
6. Each individual executing this 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.
7. Multiple copies of this Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
8. 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.

IN WITNESS WHEREOF, the parties have made and executed this 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_____.

Approved as to Insurance
Requirements by Risk
Management Division

By _____

Approved as to form by
Office of County Attorney
Broward County, Florida
JONI ARMSTRONG COFFEY, 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

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

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first above written.

WITNESSES:

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By _____
JOHN P. "JACK" SEILER, Mayor

Witness Print Name

By _____
LEE R. FELDMAN, City Manager

Witness Print Name

(CORPORATE SEAL)

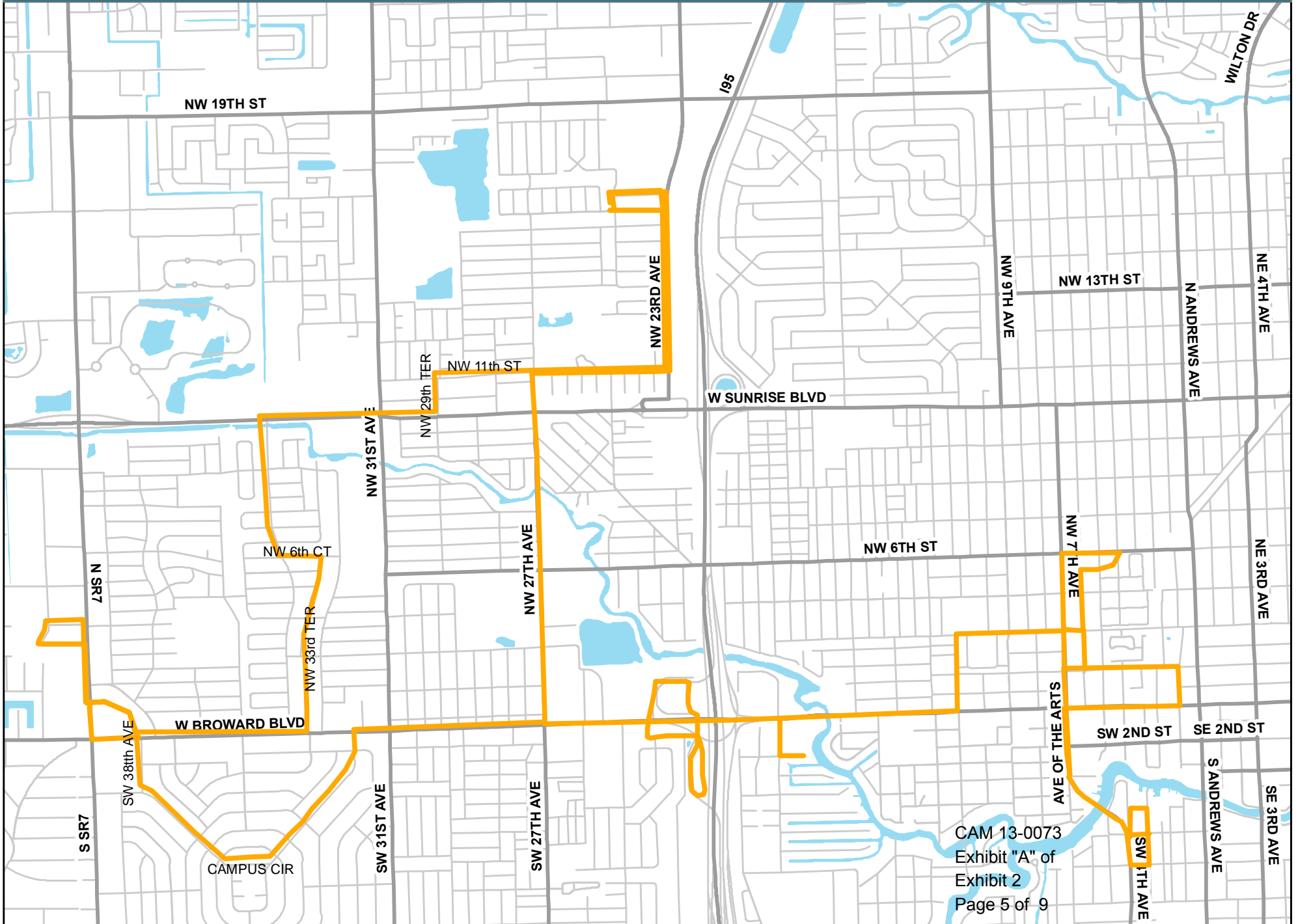
ATTEST:

JONDA K. JOSEPH, City Clerk

Approved as to form:

Assistant City Attorney

EXHIBIT - "A"



CAM 13-0073
Exhibit "A" of
Exhibit 2
Page 5 of 9

HAC1

Headway Report

BCT

Vehicle schedule: CBMVS10 weekday
 Effective: 09/11/2011
 Scenario: 1 HastInfo Community Bus
 Booking: CB2012TEST

Route: HAC1 HACFL SCENARIO A
 Garage:
 Direction: 1

Block	BROW TERM	HAC FL	DIXI CRT	ARAM LIBR	SUN CRST	SWAP SHOP	COOP FEED	HOSP ITAL	DCF	SUN RCH	DIXI CRT	BROW TERM
	900a	906a	912a	920a	930a	935a	940a	948a	953a	1000a	1006a	1010a
	1015a	1021a	1027a	1035a	1045a	1050a	1055a	1103a	1108a	1115a	1121a	1125a
	1130a	1136a	1142a	1150a	1200p	1205p	1210p	1218p	1223p	1230p	1236p	1240p
	1245p	1251p	1257p	105p	115p	120p	125p	133p	138p	145p	151p	155p
	200p	206p	212p	220p	230p	235p	240p	248p	253p	300p	306p	310p

EXHIBIT "E"

City of Fort Lauderdale

Neighborhood Link Community Bus Service

Leased Vehicles for Fiscal Year 2013

<u>Route</u>	<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
Neighborhood Link	M1250	2012	EIDorado ENC Aerotech	16/2	311432	1GB6G5BL0C1159341

EXHIBIT "F"

City of Fort Lauderdale Operating Funding - Neighborhood Link Community Bus

Fiscal Year 2012-13

**Second Quarter 2013
Community Bus Service - (\$15.00/Hour)**

Buses	Month	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly Funding (County)
1	January	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	22	\$15.00	\$ 2,062.50
1	February	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	20	\$15.00	\$ 1,875.00
1	March	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	21	\$15.00	\$ 1,968.75
Sub-Total Monthly Funding								\$ 5,906.25

**Third Quarter 2013
Community Bus Service - (\$15.00/Hour)**

Buses	Month	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly Funding (County)
1	April	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	22	\$15.00	\$ 2,062.50
1	May	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	22	\$15.00	\$ 2,062.50
1	June	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	20	\$15.00	\$ 1,875.00
Sub-Total Monthly Funding								\$ 6,000.00

**Fourth Quarter 2013
Community Bus Service - (\$15.00/Hour)**

Buses	Month	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly Funding (County)
1	July	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	22	\$15.00	\$ 2,062.50
1	August	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	22	\$15.00	\$ 2,062.50
1	September	Mon-Fri	8:30am - 2:45 pm	75 min	6.25	20	\$15.00	\$ 1,875.00
Sub-Total Monthly Funding								\$ 6,000.00

Sub-Total	\$ 17,906.25
Adjustments	\$ -
TOTAL FUNDING	\$ 17,906.25



Name

Transportation Planner
Title

December 26, 2012

Date