

P ③ ✓ 6/4/15 ④
Processed
6/19/15

CITY MANAGER
DOCUMENT ROUTING FORM

2015 JUN -3 AM 11: 07

NAME OF DOCUMENT: RESOLUTION APPROVING THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH BROWARD COUNTY FOR COMMUNITY BUS SERVICES

CAM: 15-0024 ITEM: CR-8 CCM: June 2, 2015

Routing Origin: CAO Also attached: copy of CAM Original Documents

City Attorney's Office: Approved as to Form 3 Originals and Delivered to City Manager

Cole J. Copertino, Assistant City Attorney: 

CIP FUNDED YES NO
Capital Investment / Community Improvement Projects

Capital Investment / Community Improvement Projects 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, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

2) **City Manager:** Please sign as indicated and forward 3 originals to City Clerk.

INSTRUCTIONS TO CLERK'S OFFICE

3) **City Clerk:** Forwards 3 original documents to: Kevin Walford in order to secure Broward County's signature.

Original Route form to Carla Foster, CAO

6/11

CITY CLERK

2015 JUN 17 PM 4: 00

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

6-2-15
CR-8

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

Between

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 9 day of June, 2015, 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 [Signature]
Mayor

10 day of June, 2015

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] 6/4/15
Risk Management Division (Date)

Jacqueline A. Binns
Print Name and Title above
and Insurance and
Contracts Manager

By [Signature] 6/4/15
Angela J. Wallace (Date)
Deputy County Attorney

AJW
1st Amendment - FortLauderdaleCommunityBusServiceLLA
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:

Jonda K. Joseph
City Clerk

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: Lee R. Feldman
Lee R. Feldman, City Manager

3 day of JUNE, 2015.

APPROVED AS TO FORM:

By: [Signature]
City Attorney

**AMENDED
EXHIBIT "D"**

City of Fort Lauderdale

Vehicle(s) Operating in Fort Lauderdale

Vehicles Owned By City for Fiscal Year 2015

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
607	2006	Freightliner/Supreme Trolley	26/2	V6900	4UZABOBV16CW60316
608	2006	Freightliner/Supreme Trolley	26/2	V6901	4UZABOBV76CW60322
609	2006	Freightliner/Supreme Trolley	26/2	V6902	4UZABOBV06CW60324
611	2006	Freightliner/Supreme Trolley	26/2	V6903	4UZABOBV46CW60326
612	2006	Freightliner/Supreme Trolley	26/2	V6904	4UZABOBV26CW60325
613	2006	Freightliner/Supreme Trolley	26/2	V6905	4UZABOBV66CW60327
614	2006	Freightliner/Supreme Trolley	26/2	V6906	4UZABOBV86CW60328

Leased Vehicles to City for Fiscal Year 2015

M1250	2012	ENC Aerotech	16/2	311432	1GB6G5BL0C1159341
<u>M1062</u>	<u>2010</u>	<u>EIDorado Aerotech 240</u>	<u>16/2</u>	<u>306236</u>	<u>1FDFF4FP4ADA05666</u>

Denotes change in original ILA

10	6	TWC	2850
AUDIT #			



**STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE**

L# 1793288
T# 611109448
B# 1157147

JUST M1062

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVWLOC	
103740005	1FDFF4FP4ADA05666	2010	ELDO	BU		10288		
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER
01 28 10	ORT	PRIVATE						

Applicant/Owner's Name & Address
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS
 3201 W COPANS RD
 POMPANO BCH, FL 33069

BIRTHDATE SEX MO. DAY YEAR	RESIDENT Y N ALIEN	CNTY RES.#
	X	10
1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #	
566000531-01		

VOLUNTARY CONTRIBUTIONS

--

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	12/22/2009	XX		1,649 MILES 12/22/2009 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION	DATE OF LIEN	RECEIVED DATE	FEID # OR FL / DL AND SEX AND DATE OF BIRTH	DMV ACCOUNT #
NAME OF FIRST LIENHOLDER:				
ADDRESS	SALVAGE TYPE			

SELLER INFORMATION	CONSUMER OR SALES TAX EXEMPTION #
NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER	0630199735
ADDRESS	
DEALER LICENSE NO.	

SALES TAX AND USE REPORT	INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS	\$
TRANSFER OF TITLE <input checked="" type="checkbox"/> PURCHASER HOLDS VALID		
IS EXEMPT FROM EXEMPTION CERTIFICATE		
FLORIDA SALES OR <input type="checkbox"/> VEHICLE / VESSEL WILL BE	INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES	0.00
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL		
REASON(S) CHECKED <input checked="" type="checkbox"/> OTHER EXEMPT		
	<input type="checkbox"/> SELLING PRICE VERIFIED	

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

IMPORTANT INFORMATION

10US 7T/11106A

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

**BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069**

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 6 T# 611109538
B# 1157147

FLORIDA VEHICLE REGISTRATION

PLATE	TC1343	DECAL		Expires	NO EXPIRATION				
YR/MK	2010/ELDO	BODY	BU			Reg. Tax	48.85	Class Code	97
VIN	1DFE4FP4ADA05666			TITLE	103740005	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10288	GVW	14500	County Fee	3.00	Back Tax Mos	
DL/FEID	566000531-01					Mail Fee		Credit Class	
Date Issued	1/28/2010	Plate Issued	1/28/2010			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	51.85		

**BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069**

- IMPORTANT INFORMATION**
1. The Florida license plate must remain with the registrant upon sale of vehicle.
 2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
 3. Your registration must be updated to your new address within 20 days of moving.
 4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA

TILLAMOOK

COUNTY

Bus # M1062

**AMENDED
EXHIBIT "F"**

**City of Fort Lauderdale
Operating Funding - TMA**

Fiscal Year 2015

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	Courthouse (Downtown)	Mon-Fri	7:30a - 5:50p	18 min	10.33	255	\$15.00	\$ 39,512.25
2	Las Olas	Fri-Mon	9:30a - 6:30p	20 min	18.00	205	\$15.00	\$ 55,350.00
3	Convention Connection (Beach Link)	Wed-Mon	9:30a - 6:30p	20 min	27.00	307	\$15.00	\$ 124,335.00
2	Galt Ocean Mile	M*T*W*F*S	8:30a - 4:30p	60 min	16.00	259	\$15.00	\$ 62,160.00
2	Neighborhood Link	Mon-Fri	8:15a - 2:30p	48 min	<u>10.92</u>	<u>254</u>	\$15.00	\$ 41,605.20
Total Annual Funding								\$ 322,962.45
Previous Annual Funding								\$ 305,169.75
Increased Annual Cost of Amendment								\$ 17,792.70

Denotes a change from the original ILA.