

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

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COMMUNITY BUS SERVICE

This is the Second Amendment to the Interlocal Agreement ("Second 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 "Parties").

WITNESSETH

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

WHEREAS, 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, the Parties entered into a First Amendment to terminate the Lease Only Agreement and modify certain terms of the Agreement on June 10, 2015 ("First Amendment"); and

WHEREAS, COUNTY pursuant to Article 5, Section 5.1 of this Agreement extended the term of this Agreement for a one-year period from October 1, 2017 through September 30, 2018; and

WHEREAS, the Parties desire to enter into a Second Amendment modifying the Agreement to reduce the service hours and funding for existing routes and allowing the COUNTY to modify and/or terminate financial assistance for underperforming Community Bus Service Routes; and

WHEREAS, this Second 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 2, "Scope of Services-Services to be Provided by City," is amended as follows:

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.

2.8.1 UNDERPERFORMING ROUTES. Notwithstanding COUNTY's right to terminate this Agreement under Section 2.8, it is understood and agreed upon between COUNTY and CITY that upon CITY's failure to maintain a minimum of 7.1 passengers per Revenue Service Hour per Route during any twelve (12) month period, COUNTY may elect to modify and/or cease payment of any underperforming Route(s). COUNTY shall send notice in accordance with the "NOTICES" section of this Agreement, to CITY at least thirty (30) days prior to modifying and/or terminating payment of the underperforming Route(s).

3. Exhibit "F" is hereby modified to reflect the termination of the Galt Ocean Mile Community Bus Service schedule as provided for in the attached amended Exhibit "F."
4. Exhibit "C" is hereby modified to update CITY's reporting requirements as provided for in the attached amended Exhibit "C."
5. Except as provided for in the Second Amendment, the terms and conditions set forth in the Agreement and First Amendment shall remain in force and effect.

6. The Second Amendment shall be effective upon full execution by the Parties.
7. The Second 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.

(The remainder of this page is intentionally left blank.)

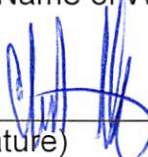
IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 14th day of October, 2014, and CITY OF FORT LAUDERDALE, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESS:


(Signature)

JODI GARDNER
(Print Name of Witness)


(Signature)

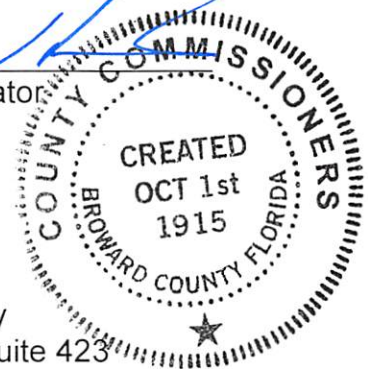
Christina Daly
(Print Name of Witness)


BROWARD COUNTY, by and through its
County Administrator

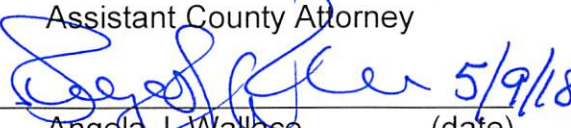
By 
County Administrator

11 day of May, 2018

Approved as to form by
Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641



By  5/9/18
Claudia Capdesuner (date)
Assistant County Attorney

By  5/9/18
Angela J. Wallace (date)
Deputy County Attorney

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

CITY:

ATTEST:

JEFFREY A. MODARELLI,
City Clerk

CITY OF FORT LAUDERDALE

By:

LEE R. FELDMAN, City Manager
18 day of April, 2018

(CORPORATE SEAL)

APPROVED AS TO FORM:

ALAIN E. BOILEAU, Interim City Attorney

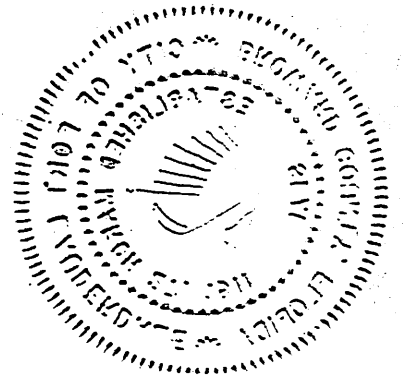
By:

KIMBERLY CUNNINGHAM MOSLEY,
Assistant City Attorney



1354/1

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**AMENDED
EXHIBIT "F"**

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

Fiscal Year 2018

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	254	\$15.00	\$ 39,357.30
2	Las Olas	Fri-Mon	9:30a - 6:30p	20 min	18.00	205	\$15.00	\$ 55,350.00
3	Convention Connection (Beach Link)	Sun - Sat	9:30a - 6:30p	20 min	27.00	359	\$15.00	\$ 145,395.00
2	Neighborhood Link	Mon-Fri	8:30a - 2:45p	75 min	10.92	253	\$15.00	\$ 41,441.40
2	Galt Ocean Mile	M-T-W-F-S	8:30a - 4:30p	60 min	16.00	255	\$15.00	\$ 61,200.00
Total Annual Funding								\$ 281,543.70

Previous Annual Funding \$ 342,743.70
Decreased Annual Cost of Amendment \$ (61,200.00)

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

EXHIBIT "C"

<u>Report</u>	<u>Details</u>	<u>Frequency</u>	<u>Due</u>
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution.	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons.	Monthly	10th of each month.*
Insurance	Valid insurance certificate in accordance with County requirements.	Annually	At time of applicable renewal
Invoice	Certified projected funding to City by Quarter sent at beginning of County's Fiscal Year by Contracts / Grants Administrator on total annual funding	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos.	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation.	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration.	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation.	Monthly	10th of each month.*
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service.	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD.	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the day after			

Notes:

CommunityBusReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator.

The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator.

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

Words in struck-through type are deletions from existing text



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

3 (L)G

4/19/18

Today's Date: 4/10/2018

DOCUMENT TITLE: Second Amendment to the Interlocal Agreement with Broward County for Community Bus Services

COMM. MTG. DATE: 4/3/2018 CAM #: 18-0204 ITEM #: CM-13 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Astrid Sperling/5001 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☐ NO

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, or 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, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 4-16-18

Kimberly Mosley
Attorney's Name

Kim
Initials

2) City Clerk's Office: # of originals: 3 Routed to: Gina Ri/CMO/X5013 Date: 4/16/18

3) City Manager's Office: CMO LOG #: Apr-62 Document received from: _____

Assigned to: L. FELDMAN ☐ S. HAWTHORNE ☐ C. LAGERBLOOM ☐
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM (Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to ☐ Mayor ☒ CCO Date: 4/18/18

4) City Clerk's Office: Retains 1 original and forwards 2 original to: Donna Varisco / #4982

Attach ___ certified Reso # ☐ YES ☐ NO

Original Route form to Astrid Sperling

Rev. 7/6/16