

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

This is the Second Amendment to the Agreement (the "Second Amendment") between Broward County (the "County") and the City of Fort Lauderdale, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement dated October 23, 2019 ("Agreement"), that provided an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. On August 4, 2020, the Parties executed the First Amendment to the Agreement, which modified Exhibit "A" to include specific times and stops, and remove the wave and ride option, remove the advertisements, and remove the fares.

C. The Parties desire to enter into this Second Amendment to adjust the funding to reflect the rate in the City's agreement with its Subcontractor.

D. The Parties also desire to enter into this Second Amendment to amend the vehicles list to reflect the vehicles that are being utilized for City's agreement with its Subcontractor.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement as previously amended remain in full force and effect. Amendments made to the Agreement by this Second Amendment are indicated by use of strikethroughs to indicate deletions and underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Exhibit D is hereby amended as indicated in the attached Exhibit D.
3. Exhibit F is hereby deleted and replaced with the attached Revised Exhibit F.
4. The effective date of this Second Amendment shall be retroactive to October 17, 2020. This Second Amendment, together with the Agreement and First Amendment, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, as previously amended, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this

Second Amendment or the Agreement that is not contained in this written document or the Agreement.

5. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
6. 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 Second Amendment, duly authorized by all necessary and appropriate action to execute this Second Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and the City of Fort Lauderdale, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

(Signature)

By _____
Bertha Henry
County Administrator

(Print Name of Witness)

____ day of _____, 20__

(Signature)

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

(Print Name of Witness)

By _____
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
Fort Lauderdale Community Bus Second Amendment
1/6/2021
#20-114.00

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

CITY

CITY OF FORT LAUDERDALE

WITNESSES:

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By _____
Christopher J. Lagerbloom, ICMA-CM

____ day of _____, 20__

ATTEST:

Jeffrey A. Modarelli, City Clerk

Approved as to form:

By _____
Shari C. Wallen, Esq.
Assistant City Attorney

EXHIBIT "D"

City of Fort Lauderdale

Leased Vehicles for Fiscal Year ~~2020~~ 2021

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
614	2006	Freightliner/Supreme Trolley	26/2	V6906	4UZABOBY86CW60328
615	2014	Glaval Apollo	30/2		4UZADEDU3DCFF1931
616	2014	Glaval Apollo	30/2		4UZADEDU1DCFF1930
618	2015	Ford E450	42		1FDEE3FL7EDA07065
619	2015	Freightliner/Supreme Trolley	26		4UZAB0DT3FCGT0899
620	2015	Freightliner/Supreme Trolley	26		4UZAB0DT6FCGT9900
621	2017	Freightliner/Supreme Trolley	26		4UZAB0DT6HCJH0416
622	2016	Freightliner/Supreme Trolley	26		4UZADEDU1GCHR9717
624	2016	Freightliner/Supreme Trolley	22		1F66F5DY1G0A00012
626	2016	Freightliner/Supreme Trolley	22		1F66F5DY0G0A06271
M1916	2019	Champion F550 Defender G Force Propane Bus	16/2	330331	1FDAF5GY2KDA08913
M1917	2019	Champion F550 Defender G Force Propane Bus	16/2	330332	1FDAF5GY4KDA08914
<u>M1251</u>	<u>2012</u>	<u>ENC Aerotech</u>	<u>16/2</u>	<u>311439</u>	<u>1GB6G5BL4C1159648</u>
<u>M1252</u>	<u>2012</u>	<u>ENC Aerotech</u>	<u>16/2</u>	<u>311438</u>	<u>1GB6G5BLXC1159959</u>
<u>M1257</u>	<u>2012</u>	<u>ENC Aerotech</u>	<u>16/2</u>	<u>311436</u>	<u>1GB6G5BL9C1159712</u>
<u>M1258</u>	<u>2012</u>	<u>ENC Aerotech</u>	<u>16/2</u>	<u>311433</u>	<u>1GB6G5BL5C1160484</u>
<u>M1259</u>	<u>2012</u>	<u>ENC Aerotech</u>	<u>16/2</u>	<u>311437</u>	<u>1GB6G5BL0C1160408</u>
<u>M1379</u>	<u>2013</u>	<u>ENC Aerotech</u>	<u>16/2</u>	<u>316411</u>	<u>1GB6G5BL6D1148717</u>

Revised
EXHIBIT "F"
City of Fort Lauderdale
Operating Funding

Fiscal Year 2021

Community Bus Service - (\$44.00/Hour)								
Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Courthouse (Downtown)	Mon-Fri	9:00a - 5:00p	21 min	16.66	256	\$44.00	\$ 188,851.76
2	Las Olas	Fri-Sun	10:30a - 5:00p	22 min	14.34	153	\$44.00	\$ 97,136.15
3	Convention Connection (Beach Link)	Sun - Sat	10:30a - 5:00p	26 min	20.89	364	\$44.00	\$ 336,569.65
1	Neighborhood Link	Mon-Fri	8:00a - 1:10p	47 min	5.74	256	\$44.00	\$ 65,066.57
2	Northwest Community Link	Mon-Fri	6:20a - 7:18p	51 min	25.63	256	\$44.00	\$ 290,532.45
Total Annual Funding								\$ 978,156.58

* \$6,035.55 Adjustment to Month of October
Decrease Annual Cost to Amendment (\$130,413.37)