

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

This is the Third Amendment to the Agreement (the "Third 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. On February 22, 2021, the Parties executed the Second Amendment to the Agreement, which adjusted the funding to reflect the rate in the City's agreement with its Subcontractor and amended the vehicles list to reflect the vehicles that are being utilized for City's agreement with its Subcontractor.

D. The City conducted a competitive solicitation and selected a new vendor to operate the service and the Parties desire to enter into this Third Amendment to adjust the funding to reflect the rate provided for in the new agreement with the City's recently selected vendor and to modify the vehicle list to reflect the vehicles that are being utilized to provide the service.

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 Third 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. Revised Exhibit F is hereby deleted and replaced with the attached Revised Exhibit F.
4. The effective date of this Third Amendment shall be the date of complete execution by the Parties. This Third Amendment, together with the Agreement, First

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

5. This Third 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 Third Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Third Amendment, duly authorized by all necessary and appropriate action to execute this Third 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 Third 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 Third Amendment
4/15/2021
#21-114.00

THIRD 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 2021

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
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
M1251	2012	ENC Aerotech	16/2	311439	1GB6G5BL4C1150648
M1252	2012	ENC Aerotech	16/2	311438	1GB6G5BLXC1150059
M1257	2012	ENC Aerotech	16/2	311436	1GB6G5BL9C1150712
M1258	2012	ENC Aerotech	16/2	311433	1GB6G5BL5C1160484
M1259	2012	ENC Aerotech	16/2	311437	1GB6G5BL9C1160408
M1379	2013	ENC Aerotech	16/2	316411	1GB6G5BL6DH148717
M2018	2021	Champion Defender	16/2		1FDUF5GN1LEE97626
M2019	2021	Champion Defender	16/2		1FDUF5GN3LEE97627
M2020	2021	Champion Defender	16/2		1FDUF5GN7LEE90602
M2021	2021	Champion Defender	16/2		1FDUF5GNXLEE97639
M2022	2021	Champion Defender	16/2		1FDUF5GN2LEE97635
M2023	2021	Champion Defender	16/2		1FDUF5GN1LEE97643
M2024	2021	Champion Defender	16/2		1FDUF5GN3LEE97644
M2025	2021	Champion Defender	16/2		1FDUF5GN9LEE97650

Revised
EXHIBIT "F"
City of Fort Lauderdale
Operating Funding

Fiscal Year 2021

Community Bus Service - (\$44.00/Hour \$49.90/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	192	\$44.00 \$49.90	\$140,743.68	\$159,616.13
2	Las Olas	Fri-Sun	10:30a - 5:00p	22 min	14.34	115	\$44.00 \$49.90	\$72,560.40	\$82,290.09
3	Convention Connection (Beach Link)	Sun - Sat	10:30a - 5:00p	26 min	20.89	273	\$44.00 \$49.90	\$250,930.68	\$284,578.20
1	Neighborhood Link	Mon-Fri	8:00a - 1:10p	47 min	5.74	192	\$44.00 \$49.90	\$48,491.52	\$54,993.79
2	Northwest Community Link	Mon-Fri	6:20a - 7:18p	51 min	25.63	195	\$44.00 \$49.90	\$219,905.40	\$249,392.72
Total Annual Funding								\$732,631.68	\$830,870.93
								* \$4,543.10	Adjustment to Month of February
Increase Annual Cost of Amendment								\$98,239.25	