

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
BROWARD COUNTY AND CITY OF COCONUT CREEK  
FOR COMMUNITY SHUTTLE SERVICE**

This is the First Amendment to the Agreement (the "First Amendment") between Broward County (the "County") and the City of Coconut Creek, 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 14, 2019 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this First Amendment to reflect a funding increase to cover the City's increased operations and maintenance costs and amend the vehicle list to reflect the vehicles that are being utilized by the City.

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 remain in full force and effect. Amendments made to the Agreement pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/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 amended as indicated in the attached Exhibit F.
4. The rates in Exhibit F are hereby amended as indicated in the attached Exhibit F retroactive to October 1, 2020.
5. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, 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 First Amendment or the Agreement that is not contained in this written document or the Agreement.

6. This First 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.
7. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First 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 First 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 Coconut Creek, 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  
City of Coconut Creek Community Bus First Amendment  
06/15/2021  
#21-114.00

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF COCONUT CREEK

WITNESSES:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name of Witness)

By \_\_\_\_\_  
Karen M. Brooks, City Manager

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form:

By \_\_\_\_\_  
Terrill C. Pyburn, City Attorney

Attest:

By \_\_\_\_\_  
City Clerk

**EXHIBIT "D"**

**City of Coconut Creek**

**Vehicles for Fiscal Year 2021**

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1377	2013	ENC-Aerotech	16/2	316408	4GB6G5B40D1149071
M1457	2015	Chevy 4500	16/2	316619	4GB6G5BLXF1131891
M1918	2019	Champion F550-Defender-G Force-Propane-Bus	16/2	330333	1FDAF5GY4KDA04670
M1919	2019	Champion F550 Defender G Force Propane Bus	16/2	330334	1FDAF5GY6KDA04671
<u>M1914</u>	<u>2019</u>	<u>Champion F550 Defender G Force Propane Bus</u>	<u>16/2</u>	<u>330329</u>	<u>1FDAF5GY2KDA07096</u>
<u>M2028</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339628</u>	<u>1FDUF5GN7LEE97632</u>
<u>M2029</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339629</u>	<u>1FDUF5GN7LEE97646</u>
<u>M2030</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339630</u>	<u>1FDUF5GN7LDA14937</u>

**Exhibit "F"**  
**City of Coconut Creek**  
**Annual Operating Funding - FY ~~2020~~ 2021**

**Community Bus Service- " N" Route (~~\$52.48/Hour~~ \$57.96/Hour)**

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annually
2	Weekday	7:00a-7:00p	60 min	22.50	250	<del>52.48</del> <u>57.96</u>	<del>\$295,200.00</del> <u>326,025.00</u>
2	Saturday	7:00a-6:00p	60 min	20.50	52	<del>52.48</del> <u>57.96</u>	<del>\$55,943.68</del> <u>61,785.36</u>
<b>Subtotal</b>							<del>\$351,143.68</del> <u>387,810.36</u>

**Community Bus Service - "S" Route (~~\$52.48/Hour~~ \$57.96/Hour)**

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annually
2	Weekday	6:30a-7:02p	60 min	23.16	250	<del>52.48</del> <u>57.96</u>	<del>\$303,859.20</del> <u>335,588.40</u>
2	Saturday	6:30a-6:02p	60 min	21.25	52	<del>52.48</del> <u>57.96</u>	<del>\$57,990.40</del> <u>64,045.80</u>
<b>Subtotal</b>							<del>\$361,849.60</del> <u>399,634.20</u>

**Total Annual Funding** ~~\$712,993.28~~ 787,444.56

Increase Annual Cost of Amendment \$74,451.28