



**THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND
THE CITY OF COCONUT CREEK FOR INSTALLATION AND MAINTENANCE OF BUS SHELTERS**

This Third Amendment ("Third Amendment") modifies the agreement 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 "Municipality") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. On August 27, 2013, the Parties entered into an agreement ("Original Agreement"), which provided for the installation and maintenance of bus shelter improvements within the jurisdictional limits of Municipality.

B. On January 15, 2020, the Parties entered into a First Amendment to include the installation and maintenance of twenty (20) additional bus shelter improvements within the jurisdictional limits of the Municipality.

C. On March 8, 2023, the Parties entered into a Second Amendment to include the installation and maintenance of ten (10) additional bus shelter improvements within the jurisdictional limits of Municipality. The Original Agreement, along with the two prior amendments thereto, are referred to as the "Agreement."

D. The Parties desire to further modify the Agreement to provide for bus shelter improvements and Municipality's maintenance at three (3) additional locations and to address Municipality's maintenance of the twenty-three (23) existing bus shelters locations within its jurisdictional limits. The Parties also desire to further modify the Agreement to remove Municipality's maintenance of one proposed bus shelter improvement location because County never installed amenities at that location due to lack of Right of Way.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined in this Third Amendment retain their meanings as used in the Agreement.
2. Modifications to the Agreement made in this Third Amendment are indicated by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified in this Third Amendment, all remaining provisions in the Agreement shall remain in full

force and effect.

3. Section 2.2 of the Original Agreement is amended as follows:

MUNICIPALITY agrees to maintain, at its sole cost and expense, the Bus Shelter(s) set forth on Exhibit "A," **and Exhibit "C,"** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). The Bus Shelter(s) shall be kept clean and free from trash and debris. **Exhibit "C" represents a list of existing Bus Shelters within the jurisdictional limits of MUNICIPALITY that MUNICIPALITY agrees to maintain.** The Bus Shelter(s) shall be kept free of graffiti. As part of the maintenance responsibility, MUNICIPALITY shall at all time keep the Bus Shelter(s) in good repair and replace, defective, damaged, or worn out parts of the Bus Shelter(s). MUNICIPALITY's responsibility to keep the Bus Shelter(s) in good repair shall include all necessary maintenance of any type or nature, including, but not limited to, maintenance, repair, and replacement of defective, damaged, or worn out parts due to normal wear and tear, acts of God, vandalism, and accidents. MUNICIPALITY shall take all necessary steps to maintain the Bus Shelter(s) in a manner to protect against injury to any person or property.

In the event that a Bus Shelter should suffer significant damage, MUNICIPALITY shall immediately report the damage to COUNTY, and MUNICIPALITY shall immediately take any and all steps reasonably necessary to protect against injury to any person or property. In the event COUNTY receives actual notice that a Bus Shelter has suffered significant damage, COUNTY shall notify MUNICIPALITY so that MUNICIPALITY can take all reasonable steps necessary to protect against injury to any person or property. Significant Damage shall mean damage to the Bus Shelter which renders the Bus Shelter no longer suitable to meet and perform adequately for the purpose for which it was constructed and it may not be safely maintained within the parameters set forth by the manufacturer. Following a determination by COUNTY, in consultation with MUNICIPALITY, that the Bus Shelter has suffered Significant Damage and that the Bus Shelter is beyond repair, MUNICIPALITY shall remove the Bus Shelter within 72 hours from notice of COUNTY's determination. COUNTY's determination relating to the ability to repair the Bus Shelter shall be final. Neither COUNTY nor MUNICIPALITY shall be required to replace a shelter which has suffered Significant Damage and been deemed by COUNTY to be beyond repair. In the event that COUNTY, in its sole discretion, shall replace a Bus Shelter, MUNICIPALITY acknowledges and agrees that all terms and conditions of this Agreement shall apply to the replacement Bus Shelter.

4. Exhibit A to the Agreement is hereby replaced with the attached Revised Exhibit A.
5. The attached Exhibit C is hereby added to the Agreement.

6. If there is any conflict or ambiguity between this Third Amendment and the Agreement, the Parties agree that this Third Amendment shall control. The Agreement, as amended herein by this Third Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Third Amendment. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

7. Preparation of this Third Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.

8. The Parties agree and acknowledge that through the effective date of this Third Amendment, Municipality has no claims against County with respect to any of the matters covered by the Agreement, and Municipality has no right of set-off or counterclaims against any of the amounts payable under the Agreement.

9. The effective date of this Third Amendment shall be the date of complete execution by the Parties.

10. 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.

[Remainder of this page is 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 6th day of April 2021 (Item 16), and the City of Coconut Creek, signing by and through its City Manager, duly authorized to execute same.

BROWARD COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
Monica Cepero

____ day of _____, 2024

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

By _____
Gavin P. Rynard (Date)
Assistant County Attorney

By _____
Nathaniel A. Klitsberg (Date)
Transportation Surtax General Counsel

NK/gpr
Coconut Creek Maintenance Agreement – Third Amendment
04/11/2024
1079652.2

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR INSTALLATION AND MAINTENANCE OF BUS SHELTERS

CITY OF COCONUT CREEK

WITNESS:

(Signature)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By _____

Print Name: Sheila N. Rose

Its: City Manager

____ day of _____, 20__

Approved as to form:

By _____
Terrill C. Pyburn, City Attorney

ATTEST:

By _____
Joseph J. Kavanagh, City Clerk

REVISED EXHIBIT "A"

Description of Bus Shelter(s) and their Locations

Summary of Work

Install bus shelters and associated amenities—at 39 41 separate locations throughout the city of Coconut Creek, in accordance with the list of locations (see table below). The shelters shall be manufactured and installed in accordance with the manufacture’s specification.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
1424	COCONUT CREEK PARKWAY	NW 43 AVENUE	WB	F	S	Y	Y	Y	COUNTY	COCONUT CREEK
1427	COCONUT CREEK PARKWAY	BANKS RD	WB	N	S	Y	Y	Y	COUNTY	COCONUT CREEK
2574	COPANS ROAD	NW 36 AVENUE	WB	F	S	Y	Y	Y	STATE	COCONUT CREEK
2578	LYONS ROAD	WYNMOOR WAY	SB	N	L	Y	Y	Y	LOCAL	COCONUT CREEK
2584	COPANS ROAD	LYONS ROAD	EB	F	L	Y	Y	Y	COUNTY	COCONUT CREEK
2900	LYONS ROAD	ATLANTIC BOULEVARD	NB	F	L	Y	Y	Y	COUNTY	COCONUT CREEK
2901	LYONS ROAD	NW 6 MANOR	NB	F	L	Y	Y	Y	COUNTY	COCONUT CREEK
2931	LYONS ROAD	ATLANTIC BLVD	SB	F	L	Y	Y	Y	COUNTY	COCONUT CREEK
2932	LYONS ROAD	FERN FOREST PARK	SB	INFR	L	Y	Y	Y	COUNTY	COCONUT CREEK
2957	LYONS RD	COPANS RD	NB	F	L	Y	Y	Y	LOCAL	COCONUT CREEK
3005	LYONS ROAD	SAMPLE ROAD	NB	F	L	Y	Y	Y	LOCAL	COCONUT CREEK
3031	ATLANTIC BOULEVARD	LYONS ROAD	WB	F	S	Y	Y	Y	STATE	COCONUT CREEK
3042	LYONS RD	SAMPLE RD	NB	F	S	Y	Y	Y	COUNTY	COCONUT CREEK

STOIID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
3171	LYONS ROAD	COPANS ROAD	SB	F	S	Y	Y	Y	LOCAL	COCONUT CREEK
3215	JOHNSON RD	SR 7	WB	N	S	Y	Y	Y	LOCAL	COCONUT CREEK
3294	LYONS ROAD	SOL PRESS BOULEVARD	SB	F	S	Y	Y	Y	COUNTY	COCONUT CREEK
3344	LYONS ROAD	WILES ROAD	SB	N	S	Y	Y	Y	COUNTY	COCONUT CREEK
3632	LYONS RD	SAMPLE RD	SB	N	S	Y	Y	Y	COUNTY	COCONUT CREEK
3640	ATLANTIC BOULEVARD	LYONS ROAD	EB	F	S	Y	Y	Y	LOCAL	COCONUT CREEK
3747	LYONS ROAD	COCONUT CREEK PARKWAY	SB	F	L	Y	Y	Y	COUNTY	COCONUT CREEK
4150	LYONS ROAD	COCONUT CREEK PARKWAY	NB	F	L	Y	Y	Y	LOCAL	COCONUT CREEK
4256	ATLANTIC BOULEVARD	LYONS ROAD	EB	F	S	Y	Y	Y	STATE	COCONUT CREEK
4647	COPANS ROAD	LYONS ROAD	WB	F	S	Y	Y	Y	COUNTY	COCONUT CREEK
4685	LYONS RD	WINSTON PARK BLVD	SB	F	S	Y	Y	Y	COUNTY	COCONUT CREEK
4805	HILLSBORO BLVD	NW 39 AVENUE	WB	F	S	Y	Y	Y	STATE	COCONUT CREEK
4810	HILLSBORO BLVD	DEERHILL DRIVE	WB	N	L	Y	Y	Y	STATE	COCONUT CREEK
4811	JOHNSON ROAD	SR 7	EB	F	S	Y	Y	Y	LOCAL	COCONUT CREEK
4816	LYONS ROAD	HILLSBORO BOULEVARD	NB	N	L	Y	Y	Y	COUNTY	COCONUT CREEK
4817	HILLSBORO BLVD	LYONS ROAD	EB	F	S	Y	Y	Y	STATE	COCONUT CREEK
4818	HILLSBORO BOULEVARD	NW 39 AVE	EB	F	S	Y	Y	Y	STATE	COCONUT CREEK
4835	SAMPLE RD	FISHERMANS DR	EB	F	L	Y	Y	Y	STATE	COCONUT CREEK

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
4836	SAMPLE ROAD	LYONS ROAD	EB	F	S	Y	Y	Y	STATE	COCONUT CREEK
<u>4837</u>	<u>SAMPLE ROAD</u>	<u>NW 42 AVE</u>	<u>EB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4838</u>	<u>SAMPLE ROAD</u>	<u>COARL TREE CIR</u>	<u>EB</u>	<u>N</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4858</u>	<u>SAMPLE ROAD</u>	<u>CORAL TREE CIR</u>	<u>WB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>N</u>	<u>N</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
4859	SAMPLE ROAD	NW 42 AVENUE	WB	F	L	Y	Y	Y	STATE	COCOCUT CREEK
4860	SAMPLE ROAD	LYONS ROAD	WB	F	S	Y	Y	Y	STATE	COCONUT CREEK
4863	SAMPLE ROAD	NW 54 AVENUE	WB	F	S	Y	Y	Y	STATE	COCONUT CREEK
5317	ATLANTIC BOULEVARD	LYONS ROAD	EB	N	S	Y	Y	Y	STATE	COCONUT CREEK
5447	HILLSBORO BLVD	ARCHSTONE APTS	WB	MID	S	Y	Y	Y	STATE	COCONUT CREEK
5558	ATLANTIC BOULEVARD	FLORIDA TURNPIKE	WB	F	S	Y	Y	Y	STATE	COCONUT CREEK
5624	LYONS RD	NW 15 ST	SB	F	L	Y	Y	Y	LOCAL	COCONUT CREEK

EXHIBIT "C"

Addendum to Agreement

Listing of twenty-three (23) existing bus shelter with amenities previously installed by others to be maintained by the City of Coconut Creek.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
<u>1423*</u>	<u>COCONUT CREEK PARKWAY</u>	<u>NW 39 AVENUE</u>	<u>WB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>COUNTY</u>	<u>COCONUT CREEK</u>
<u>1425*</u>	<u>COCONUT CREEK PARKWAY</u>	<u>NW 45 AVENUE</u>	<u>WB</u>	<u>N</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>COUNTY</u>	<u>COCONUT CREEK</u>
<u>1426*</u>	<u>COCONUT CREEK PARKWAY</u>	<u>LYONS RD</u>	<u>WB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>COUNTY</u>	<u>COCONUT CREEK</u>
<u>1460*</u>	<u>COCONUT CREEK PARKWAY</u>	<u>LYONS RD</u>	<u>EB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>COUNTY</u>	<u>COCONUT CREEK</u>
<u>1461*</u>	<u>COCONUT CREEK PARKWAY</u>	<u>NW 39 AVENUE</u>	<u>EB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>COUNTY</u>	<u>COCONUT CREEK</u>
<u>2583*</u>	<u>LYONS ROAD</u>	<u>WYNMOOR WAY</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>LOCAL</u>	<u>COCONUT CREEK</u>
<u>3174*</u>	<u>COCONUT CREEK PARKWAY</u>	<u>ATLANTIC TERR</u>	<u>EB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>COUNTY</u>	<u>COCONUT CREEK</u>
<u>3217*</u>	<u>HILLSBORO BLVD</u>	<u>SR 7</u>	<u>EB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>N</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4294**</u>	<u>SR 7</u>	<u>WILES ROAD</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4296**</u>	<u>SR 7</u>	<u>NW 61 ST</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4297**</u>	<u>SR 7</u>	<u>REGENCY LAKES</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4298**</u>	<u>SR 7</u>	<u>JOHNSON RD</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4299**</u>	<u>SR 7</u>	<u>HILLSBORO BLVD</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4300**</u>	<u>SR 7</u>	<u>NW 74 PL</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
<u>4306**</u>	<u>SR 7</u>	<u>NW 74 PL</u>	<u>SB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4308**</u>	<u>SR 7</u>	<u>HOLMBERG RD</u>	<u>SB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4309**</u>	<u>SR 7</u>	<u>REGENCY LAKES</u>	<u>SB</u>	<u>N</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>4862*</u>	<u>SAMPLE ROAD</u>	<u>BANKS RD</u>	<u>WB</u>	<u>N</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>5038**</u>	<u>SR 7</u>	<u>TURTLE CREEK DR</u>	<u>NB</u>	<u>F</u>	<u>S</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>5360**</u>	<u>SR 7</u>	<u>NW 76 PL</u>	<u>NB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>5361**</u>	<u>SR 7</u>	<u>LOXAHATCHEE RD</u>	<u>SB</u>	<u>F</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>5480**</u>	<u>SR 7</u>	<u>HILLSBORO BLVD</u>	<u>SB</u>	<u>N</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>
<u>5526***</u>	<u>HILLSBORO BLVD</u>	<u>SR 7</u>	<u>WB</u>	<u>N</u>	<u>L</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>STATE</u>	<u>COCONUT CREEK</u>

*Amenities installed by City of Coconut Creek.

**Amenities installed by FDOT.

***Amenities installed by private developer in coordination with BCT.