

RESOLUTION NO. 2024-142

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE THIRD AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR COMMUNITY SHUTTLE SERVICE; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on September 26, 2019, the Coconut Creek City Commission, through Resolution No. 2019-239, approved an Interlocal Agreement (ILA) with Broward County to provide funding for the City's community shuttle service, which authorized funding to the City in the amount of \$52.48 per bus service hour for the community shuttle service in Fiscal Year 2020 (FY20); and

WHEREAS, on August 9, 2021, the Coconut Creek City Commission, through Resolution No. 2021-154, approved the first amendment to the ILA, which provided for additional funding from the County to cover the City's increased operating and maintenance costs to operate the community shuttle service in FY21 and authorized funding to the City in the amount of \$57.96 per bus service hour for the City's community shuttle service; and

WHEREAS, on April 25, 2024, the Coconut Creek City Commission, through Resolution No. 2024-066, approved the second amendment to the ILA, which decreased the funding from the County from \$57.96 to \$48.71 per bus service hour to reflect the actual program costs for FY22; and

WHEREAS, the ILA with Broward County to provide funding for the City's community shuttle service is currently in its second and final renewal period and is scheduled to expire on September 30, 2024; and

WHEREAS, the County has elected to extend the ILA term by one (1) additional year, which results in a new expiration date of September 30, 2025; and

WHEREAS, the community shuttle service provides a valuable benefit to the City of Coconut Creek, and staff recommends executing the attached third amendment; and

WHEREAS, the City Commission of the City of Coconut Creek finds it to be in the best interest of the City to execute the attached third amendment to the ILA between Broward County and the City of Coconut Creek for the community shuttle service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

Section 2: That the City Commission has reviewed and hereby approves the attached third amendment to the ILA between Broward County and the City of Coconut Creek for the City's community shuttle service.

Section 3: That the City Manager, or designee, is hereby authorized to execute the attached third amendment to the ILA between Broward County and the City of Coconut Creek for the City's community shuttle service.

Section 4: That if any clause, section, other part or application of this resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portion or applications of this resolution.

Section 5: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 26th day of September, 2024.


Sandra L. Welch, Mayor

Attest:

Joseph A. Kavanagh, City Clerk



Welch	<u>Aye</u>
Railey	<u>Aye</u>
Rydell	<u>Aye</u>
Brodie	<u>Aye</u>
Wasserman	<u>Aye</u>

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

This is the Third Amendment (this "Amendment") to the Agreement between Broward County, a political subdivision of the State of Florida (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 Interlocal Agreement dated October 14, 2019, as amended August 19, 2021 and May 17, 2024 ("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 Amendment to extend the term of the Agreement.

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. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Section 5.1 of the Agreement is amended as follows (deletions shown by strikethrough text and additions shown by bold and underlined text):

The term of this Agreement shall begin on October 1, 2019 and shall end on ~~September 30, 2022~~ **September 30, 2025**. ~~The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term.~~ The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3. This 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 Amendment or the Agreement that is not contained in this written document or the Agreement.
4. This 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.

5. Each individual executing this Amendment on behalf of a party hereto hereby represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this 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 Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August 2019, and June 4, 2024, and the City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By [Signature]
County Administrator

16 day of October, 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 McKillop Erlandson
McKillop Erlandson (Date)
Assistant County Attorney

Digitally signed by
McKillop Erlandson
Date: 2024.10.10
11:07:41 -04'00'

By Benjamin Salzillo
Benjamin R. Salzillo (Date)
Senior Assistant County Attorney

Digitally signed by
Benjamin Salzillo
Date: 2024.10.10
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THIRD AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD
COUNTY AND CITY OF COCONUT CREEK FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF COCONUT CREEK

By: Sheila N. Rose

Name: Sheila N. Rose

Title: City Manager

26th day of September, 2024

Approved as to form:

By: Terrill C. Pyburn

Name: Terrill C. Pyburn

Title: City Attorney

ATTEST:

By: Joseph J. Kavanagh

Name: Joseph J. Kavanagh

Title: City Clerk

