

RESOLUTION NO. 2021-154

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR DESIGNEE, TO EXECUTE THE FIRST 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, executed an Interlocal Agreement (ILA) with Broward County to provide funding for the City's community shuttle service; and

WHEREAS, the ILA 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, this amendment provides for additional funding from the County to cover the City's increased operating and maintenance costs to operate the community shuttle service in Fiscal Year 2021 (FY21) and to amend the vehicle list to reflect the vehicles that are currently being used by the City; and

WHEREAS, based on actual FY20 operating and maintenance costs, this amendment will result in an increase in the County's FY21 funding to the City from \$52.48 to \$57.96 per bus service hour and is retroactive back to the beginning of FY21; and

WHEREAS, this results in the City receiving an additional \$74,451.28 in funding from the County for FY21; and

WHEREAS, the community shuttle service provides a valuable benefit to the City of Coconut Creek, and staff recommends executing the attached 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 First Amendment to the Interlocal

Agreement 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:

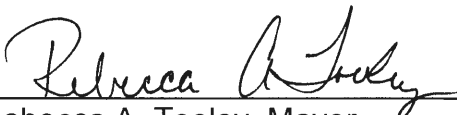
Section 1: That the foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

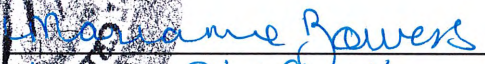
Section 2: That the City Manager, or designee, is hereby authorized to execute the attached First Amendment to the Interlocal Agreement between Broward County and the City of Coconut Creek for the community shuttle service.

Section 3: 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 4: That this resolution shall be in full force and effect immediately upon its adoption.

Adopted this 9th day of August, 2021.


Rebecca A. Tooley, Mayor


Attest:

Stephanie Bowers
Interim City Clerk

Tooley	<u>Aye</u>
Rydell	<u>Aye</u>
Sarbone	<u>Aye</u>
Welch	<u>Aye</u>
Railey	<u>Aye</u>

**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 City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

Tamara Brannon
(Signature)
TAMARA BRANNON
(Print Name of Witness)

Christina Daly
(Signature)
Christina Daly
(Print Name of Witness)



BROWARD COUNTY, by and through its County Administrator

By Bertha Henry
Bertha Henry
County Administrator
19th day of August, 2021

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

By Angela J. Wallace 8/18/2021
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:

Jaqueline Batres
(Signature)

Jaqueline Batres
(Print Name of Witness)

Danielle Nowak
(Signature)

Danielle Nowak
(Print Name of Witness)

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

9 day of August, 2021

Approved as to form:

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

Attest:

By Marianne Bowers
Marianne Bowers, Interim 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	316406	1GB6G5B10D1148074
M1457	2015	Chevy 4500	16/2	316619	1GB6G5B1XF1131894
M1818	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
M1914	2019	Champion F550 Defender G Force Propane Bus	16/2	330329	1FDAF5GY2KDA07096
M2028	2021	Champion Defender	16/2	339628	1FDUF5GN7LEE97632
M2029	2021	Champion Defender	16/2	339629	1FDUF5GN7LEE97646
M2030	2021	Champion Defender	16/2	339630	1FDUF5GN7LDA14937

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	52.48 <u>57.96</u>	\$295,200.00 <u>326,025.00</u>
2	Saturday	7:00a-6:00p	60 min	20.50	52	52.48 <u>57.96</u>	\$55,943.68 <u>61,785.36</u>
Subtotal							\$351,143.68 <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	52.48 <u>57.96</u>	\$303,859.20 <u>335,588.40</u>
2	Saturday	6:30a-6:02p	60 min	21.25	52	52.48 <u>57.96</u>	\$57,990.40 <u>64,045.80</u>
Subtotal							\$361,849.60 <u>399,634.20</u>

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

Increase Annual Cost of Amendment \$74,451.28