

CITY OF POMPANO BEACH
Broward County, Florida

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF POMPANO BEACH AND BROWARD COUNTY TO PROVIDE COMMUNITY SHUTTLE SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above; at which hearing, the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:

SECTION 1. That a First Amendment to the Interlocal Agreement between the City of Pompano Beach and Broward County is approved, and a copy of the First Amendment is attached and incorporated in this Ordinance by reference as if set forth in full.

SECTION 2. That the proper City officials are authorized to execute the First Amendment.

SECTION 3. If any provision of this Ordinance or its application to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this

Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

SECTION 4. This Ordinance shall become effective upon passage.

PASSED FIRST READING this 10th day of November, 2020.

PASSED SECOND READING this 10th day of November, 2020.



REX HARDIN, MAYOR

ATTEST:



ASCELETA HAMMOND, CITY CLERK

MEB/jrm
10/26/2020
L:ord/2021-37

PLEASE RETURN TO:

Asceleta Hammond, CMC

City Clerk

P.O. Drawer 1300, Suite 253

Pompano Beach, FL 33061

**FIRST AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND THE CITY OF POMPANO BEACH
FOR COMMUNITY SHUTTLE SERVICE**

This is the First Amendment to the Agreement (the "First Amendment") between Broward County (the "County") and the City of Pompano Beach, 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 September 30, 2019 ("Agreement"), that provided 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 increase the funding to reflect the rate in the City's agreement with its Subcontractor.

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 by this First 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 F is hereby amended as indicated in the attached Exhibit F.
3. 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.
4. 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.
5. 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.

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 Pompano Beach, signing by and through its Mayor, duly authorized to execute same.

COUNTY

WITNESSES:

Tamara Brannon
(Signature)

TAMARA BRANNON
(Print Name of Witness)

BROWARD COUNTY, by and through its County Administrator

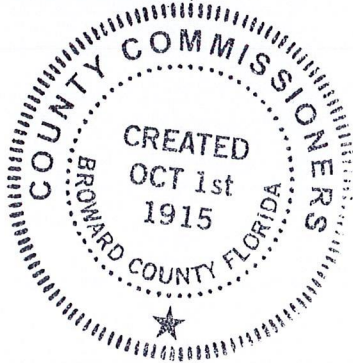
By Bertha Henry
Bertha Henry
County Administrator

17th day of November, 2020

Maryanne Darby
(Signature)

MARYANNE DARBY
(Print Name of Witness)

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 11/17/2020
Angela J. Wallace (Date)
Transportation Surtax General Counsel


AJW/hb
City of Pompano Beach Community Bus First Amendment
10/14/2020
#20-114.00

FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF POMPANO BEACH


WITNESSES:


(Signature)

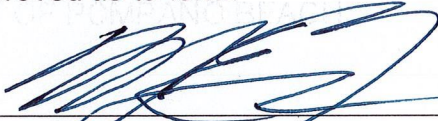
Candace Fret
(Print Name of Witness)


(Signature)

Shelley R. Bartholomew
(Print Name of Witness)

By 
Rex Hardin, Mayor
10 day of November, 20 20

Approved as to form:

By 
City Attorney

ATTEST:

By 
City Clerk

EXHIBIT "F"
City of Pompano Beach
Annual Funding for Fiscal Year ~~2020~~ 2021

Community Bus Service (~~\$44.40/Hour~~ \$57.50/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Orange	Weekday	9:00a - 4:57p	60 min	8.12	255	\$44.40 <u>57.50</u>	\$85,404.66 <u>119,069.50</u>
1	Green	Weekday	9:00a - 4:52p	60 min	8.04	255	\$44.40 <u>57.50</u>	\$84,263.22 <u>117,886.50</u>
1	Blue	Weekday	9:05a - 5:02p	60 min	8.12	255	\$44.40 <u>57.50</u>	\$85,404.66 <u>119,069.50</u>
1	Red	Weekday	9:05a - 4:57p	60 min	8.12	255	\$44.40 <u>57.50</u>	\$85,404.66 <u>119,069.50</u>
Total Annual Operating Funding								\$339,568.20 <u>475,085.00</u>
Increased Annual Cost of Amendment								<u>\$135,496.80</u>