



TRANSIT DIVISION – Service and Strategic Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

October 20, 2020

Ms. Erjeta Diamanti
Budget Manager – Budget Office
City of Pompano Beach
100 West Atlantic Blvd.
Pompano Beach, FL 33060

Re: Community Shuttle Service – City of Pompano Beach First Amendment

Dear Ms. Diamanti,

Broward County Transit (BCT) is in receipt of the latest agreement, executed June 23, 2020, between the City of Pompano Beach (City) and Limousines of South Florida (LSF), third-party contractor for the operation of Community Shuttle Service, at a modified rate of \$57.50 per hour. As such please find attached the First Amendment to the Interlocal Agreement (ILA) between the City and Broward County (County) for Community Shuttle Service with modification to the funding rate.

Please review, have the Amendment Board-approved and executed by the appropriate City representatives and return four (4) original executed copies. Once executed and returned, the Amendment will be provided to the County Administrator for approval, yielding a fully executed agreement. Please note the effective date is the date that the County Administrator signs the agreement.

Should you have any questions or need further assistance, please do not hesitate to contact me at (954) 357-7713 or jisaacs@broward.org or Sherley Mathurin at (954) 357-8615 or smathurin@broward.org.

Best regards,

A handwritten signature in blue ink that reads "Jacquie-Ann D. Isaacs".

Jacquie-Ann D. Isaacs
Community Shuttle Program Administrator

Cc: Barney L. McCoy, Asst. General Manager
Sherley Mathurin, Contract/Grant Administrator
Brenda Joseph, Budget Analyst, City of Pompano Beach

**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 _____, 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 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)

(Print Name of Witness)

(Signature)

(Print Name of Witness)

By _____

____ day of _____, 20__

Approved as to form:

By _____
City Attorney

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

Community Bus Service (~~\$41.10/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	\$41.10 <u>57.50</u>	\$85,401.66 <u>119,059.50</u>
1	Green	Weekday	9:00a - 4:52p	60 min	8.04	255	\$41.10 <u>57.50</u>	\$84,263.22 <u>117,886.50</u>
1	Blue	Weekday	9:05a - 5:02p	60 min	8.12	255	\$41.10 <u>57.50</u>	\$85,401.66 <u>119,059.50</u>
1	Red	Weekday	9:05a - 4:57p	60 min	8.12	255	\$41.10 <u>57.50</u>	\$85,401.66 <u>119,059.50</u>

Total Annual Operating Funding ~~\$339,568.20~~ 475,065.00

Increased Annual Cost of Amendment \$135,496.80