

**SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN  
BROWARD COUNTY AND THE CITY OF MARGATE  
FOR COMMUNITY SHUTTLE SERVICE**

This Second Amendment ("Second Amendment") is entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and the City of Margate, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively referred to as the "Parties").

**RECITALS**

A. The Parties entered into the Interlocal Agreement between Broward County and the City of Margate for Community Shuttle Service, dated October 11, 2019 (the "Original Agreement"), to provide for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Original Agreement was amended by a First Amendment, dated December 1, 2020, which modified Exhibit "F" to increase the funding to reflect the rate in the City's agreement with its Subcontractor.

C. City conducted a competitive solicitation and selected a Subcontractor to operate the service after their prior agreement expired.

D. The Parties now desire to enter this Second Amendment to adjust the funding to reflect the new rate provided for in the new agreement with the City's recently selected Subcontractor.

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 within this Second Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. Amendments to the Agreement made pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
3. Exhibit F is hereby amended as indicated in the attached Exhibit F.
4. New Sections 11.23 and 11.24 are added to the Agreement as follows (bold/underlining omitted):

**11.23 Prohibited Telecommunications Equipment.** City represents and certifies that its Subcontractor does not use any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, as such terms are used in 48 CFR §§ 52.204-24 through 52.204-26. City shall require its Subcontractor to represent and certify that the Subcontractor shall not provide or use such covered telecommunications equipment, system, or services during the Term.

**11.24 Criminal History Screening Practices.** If this Agreement is subject to the requirements of Section 26-125(d) of the Code, City represents and certifies that City and its Subcontractor will comply with Section 26-125(d) of the Code for the duration of the Term.

- 5. In the event of any conflict or ambiguity between this Second Amendment and the Agreement, the Parties agree that this Second Amendment shall control. The Agreement, as amended herein by this Second 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 Second 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.**
- 6. Preparation of this Second 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.**
- 7. City acknowledges that through the date this Second Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.**
- 8. The effective date of this Second Amendment shall be the date of complete execution by the Parties.**
- 9. This Second Amendment may be executed in counterparts, whether signed physically or electronically, 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 Page Intentionally Left Blank)**

IN WITNESS WHEREOF, the Parties hereto have made and executed this Second Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, Item 70, and the City of Margate, signing by and through its City Manager, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By

[Signature]  
County Administrator

19<sup>th</sup> day of October, 2023

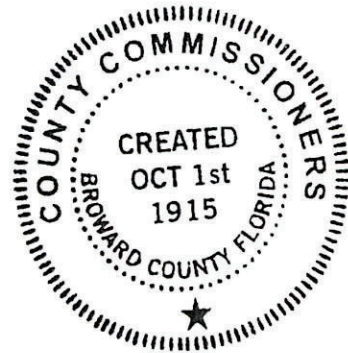
Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By

[Signature]  
Angela J. Wallace

10-18-23  
(Date)

Transportation Surtax General Counsel



AJW/hb  
City of Margate Community Bus Second Amendment  
09/29/2023  
#23-114.00

SECOND AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD  
COUNTY AND CITY OF MARGATE FOR COMMUNITY SHUTTLE SERVICE

ATTEST:

CITY CLERK

*Tennifer Johnson*

CITY

CITY OF MARGATE

By:

CITY MANAGER

*Cate Curtis*

Print Name

*9<sup>th</sup>* day of *October*, 20*23*

I HEREBY CERTIFY that I have approved this  
Agreement as to form and legal sufficiency  
subject to execution by the parties:

*David Tolces*

City Attorney

*David Tolces*



# EXHIBIT "F"

## City of Margate

### Annual Operating Funding - FY 2024

#### Community Bus Service - Route A (\$47.50/Hour ~~88.98/Hour~~)

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	7:30a - 4:30p	60 min	9 75	256	\$47.50 <del>88.98</del>	\$118,660.00 <del>172,174.08</del>
1	Saturday	7:30a - 4:47p	60 min	9 58	52	\$47.50 <del>88.98</del>	\$23,662.60 <del>34,363.08</del>

#### Community Bus Service - Route C (\$47.50/Hour ~~88.98/Hour~~)

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	7:30a - 4:30p	60 min	9 75	256	\$47.50 <del>88.98</del>	\$118,660.00 <del>172,174.08</del>

#### Community Bus Service - Route D (\$47.50/Hour ~~88.98/Hour~~)

Buses	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Weekday	7:20a - 4:20p	30 min	9 58	256	\$47.50 <del>88.98</del>	\$116,402.80 <del>169,172.07</del>

#### Total Annual Funding

\$277,275.40 ~~547,883.31~~

#### Increased Annual Cost of Amendment

\$43,676.78 ~~170,607.91~~