

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

This is the First Amendment to the Agreement (the "First Amendment") between Broward County (the "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 the "Parties").

RECITALS

A. The Parties entered into an Agreement dated October 11, 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.

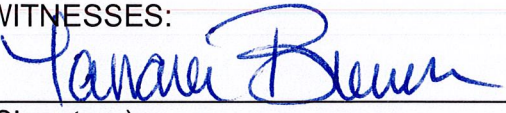
Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

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 Margate, signing by and through its Mayor/Manager, duly authorized to execute same.

COUNTY

WITNESSES:


(Signature)

TAMARA BRANNON

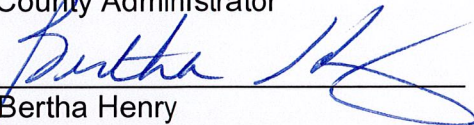
(Print Name of Witness)


(Signature)

MATTHEW EATON

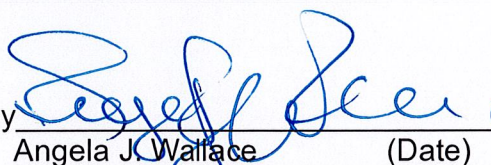
(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

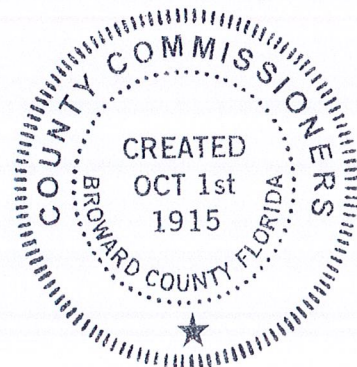
By 
Bertha Henry
County Administrator

15th day of December, 2020

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  11/30/2020
Angela J. Wallace (Date)
Transportation Surtax General Counsel

AJW/hb
City of Margate Community Bus First Amendment
10/26/2020
#20-114.00



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

CITY

CITY OF MARGATE

WITNESSES:


(Signature)

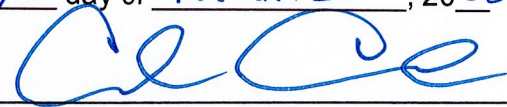
Joseph Kavanagh
(Print Name of Witness)


(Signature)

Jennita M. Johnson
(Print Name of Witness)

By  Tommy Rizzano, Mayor

18th day of November, 2020


CALE CURTIS, CITY MANAGER

Approved as to form:

By 
City Attorney

EXHIBIT "F"

City of Margate

Annual Operating Funding - FY 2020 2021

Community Bus Service - Route A (~~\$42.00/Hour~~ \$47.50/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	\$42.00 <u>47.50</u>	\$104,832.00 <u>118,560.00</u>
1	Saturday	7:30a - 4:47p	60 min	9.58	52	\$42.00 <u>47.50</u>	\$20,931.46 <u>23,662.60</u>

Community Bus Service - Route C (~~\$42.00/Hour~~ \$47.50/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	\$42.00 <u>47.50</u>	\$104,832.00 <u>118,560.00</u>

Community Bus Service - Route D (~~\$42.00/Hour~~ \$47.50/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	\$42.00 <u>47.50</u>	\$103,004.16 <u>116,492.80</u>

Total Annual Funding ~~\$332,589.62~~ 377,275.40

Increased Annual Cost of Amendment \$43,675.78