

FIRST AMENDMENT

to

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

THE DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT
ASSOCIATION, INC.,

For

COMMUNITY BUS SERVICE

This is a First Amendment to the Agreement, made and entered unto by and between: CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY,"

and

THE DOWNTOWN FORT LAUDERDALE TRANSPORTATION
MANAGEMENT ASSOCIATION, INC., a Florida non-profit corporation, its
successors and assigns, hereinafter referred to as "TMA".

WHEREAS, the CITY and the TMA entered into an Agreement ("Agreement") for Community Bus Service for the provision of public transportation services within the City of Fort Lauderdale; and

WHEREAS, the CITY wishes to include the Uptown Link transit route into the Community Bus Services provided by the TMA; and

WHEREAS, the TMA agreed to provide operations of the Uptown Link at the locations and according to schedules as contained in Exhibit "A"; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the CITY and the TMA agree as follows:

1. This First Amendment to Agreement shall be effective upon proper execution by all parties hereto, provided, however, that the TMA shall commence Uptown Link transportation service on April 1, 2015.
2. The term of this First Amendment to the Agreement shall coincide with the term as set forth in the Agreement and any renewal terms as authorized therein; provided however, that CITY may terminate this First Amendment for convenience as set forth in Article 8 of the Agreement.
3. This document 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 of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.
4. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect between the parties.

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IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: the CITY OF FORT LAUDERDALE through its City Manager on this ___ day of March, 2015, and the DOWNTOWN TRANSPORTATION MANAGEMENT ASSOCIATION, signing by and through its Chairman, duly authorized to execute same.

CITY:

ATTEST:

CITY OF FORT LAUDERDALE

City Clerk

By: _____
Lee R. Feldman, City Manager

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

WITNESSES:

DOWNTOWN FORT LAUDERDALE
TRANSPORTATION MANAGEMENT
ASSOCIATION, INC.

By _____
ALAN HOOPER, Chairman

[Witness type or print name]

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____, 2015, by ALAN HOOPER, Chairman, Downtown Fort Lauderdale Transportation Management Association, Inc. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number