

DOCUMENT ROUTING FORM

② ✓ 10/18/13 (L)

NAME OF DOCUMENT: FOURTH AMENDMENT WITH TMA - COMMUNITY BUS AGREEMENT

Approved Comm. Mtg. on October 1, 2013 CAM # 13-1208

ITEM: M - 12 PH - O - CR - R

Routing Origin: CAO ENG. COMM. DEV. OTHER

Also attached: copy of CAM copy of document ACM Form # originals

By: Initials ikc forwarded to: Kevin Walford

07:11 AM OCT 18 2013
1.) Approved as to Content:
 Department Director 10-2-13

Capital Improvements defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, inc. major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real.

Please Check the proper box: CIP FUNDED YES NO
Capital Improvement Projects

2.) Approved as to Funds Available: by Date: 10.4.13
 Finance Director

Please see attached CAM 13-1208 for Funding Information
Amount Required by Contract/Agreement \$ Dept./Div.

FUNDING SOURCE: Index/Sub-object Project #

3.) City Attorney's Office: Approved as to Form # 2 Originals to City Mgr. By: ikc

Cynthia A. Everett	<u> </u>	Cole Copertino	<u> </u>	Robert B. Dunckel	<u> </u>
Ginger Wald	<u> </u>	D'Wayne Spence	<u> </u>	Paul G. Bangel	<u> </u>
Carrie Server	<u> </u>	DJ Williams-Persad	<u> </u>		

4.) Approved as to content: Assistant City Manager:

By: Stanley Hawthorne, Assistant City Manager By: Susanne Torliente, Assistant City Manager

5.) City Manager: Please sign as indicated and forward # 2 originals to Mayor.

6.) Mayor: Please sign as indicated and forward # 2 originals to Clerk.

7.) To City Clerk for attestation and City seal.

INSTRUCTIONS TO CLERK'S OFFICE

8.) City Clerk: retains one ~~copy~~ ^{original} and forwards 1 original documents to KEVIN WALFORD

Copy of document to Original Route form to D'WAYNE SPENCE, ASST. CITY ATTORNEY

Attach certified copies of Reso. # Fill-in date

10-17

FOURTH AMENDMENT

to

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

DOWNTOWN FORT LAUDERDALE
TRANSPORTATION MANAGEMENT ASSOCIATION, INC.

for

COMMUNITY BUS SERVICE

FOURTH AMENDMENT

to

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

DOWNTOWN FORT LAUDERDALE
TRANSPORTATION MANAGEMENT ASSOCIATION, INC.

for

COMMUNITY BUS SERVICE

This is a Fourth Amendment to the Agreement, made and entered into by and between: DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION, INC., hereinafter referred to as "TMA,"

AND

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."

WHEREAS, TMA and CITY entered into an Interlocal Agreement for Community Bus Service for the provision of public transportation services within the CITY; and

WHEREAS, the parties entered into a Second Amendment which included the lease of Vehicles to perform additional public transportation services to the Broward County Judicial Complex during the construction and renovation; and

WHEREAS, the agreement and the amendments shall be referred to collectively as the "Agreement"; and

WHEREAS, the parties entered into a separate agreement for Convention Connection Shuttle Service dated April 27, 2010, which expires on September 30, 2013 ("Convention Connection Agreement"); and

WHEREAS, the parties desire to amend the Agreement to add additional routes, and lease to the TMA 12 trolley vehicles,

NOW, THEREFORE,

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

1. That the recitals set forth above are true and correct and made a part of this Amendment.
2. That Article 2, "Scope of Services," Section 2.1 and subsections 2.1.1 and 2.1.2, are hereby amended to read as follows:

2.1 TMA shall provide public ~~transportation~~ transit services within the CITY at the locations contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of ~~transportation~~ transit services may be performed by TMA through the use of its employees or TMA may enter into a contract with a third party to perform the services. In the event TMA contracts with a third party, TMA shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any TMA proposed changes to Exhibit "A" shall be provided to the CITY 90 days prior to the prospective date of implementation. made by TMA shall be effective only upon the written consent of the City Contract Administrator is required prior to the implementation of any change.

The services to be provided shall include the following:

2.1.1 Service shall be provided a minimum of twenty four (24) hours a week to certain locations and at scheduled intervals as listed on the attached Exhibit "A" ~~and service shall be provided a minimum of twenty-four (24) hours a week to the locations and at the scheduled intervals as listed on Exhibit "A-1".~~ TMA acknowledges and agrees that it shall not deviate or make changes to the service routes established in Exhibit "A" ~~and Exhibit "A-1",~~ including but not limited to a decrease or increase in revenue service hours, without the prior written consent of Contract Administrator. TMA further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1, and CITY shall not compensate TMA for any deviations or changes from the service routes established in Exhibit "A" ~~and Exhibit "A-1"~~ without the prior written consent of City Contract Administrator.

~~The foregoing, notwithstanding, the parties acknowledge that the need for Community Bus Service during the construction and renovation of the Broward County Judicial Complex is not completely known at the present time and adjustments may need to be made to the Beach Link transportation service as set forth on Exhibit "A-1" during the term of this Second Amendment. Adjustments to the Beach Link~~

~~transportation service may include modifications to the scheduled service times (i.e. start/stop time), scheduled intervals, reduction in the number of vehicles, addition of revenue service hours, and/or deletion of revenue service hours. Adjustments to the Beach Link transportation service shall be made pursuant to the procedures set forth below:~~

- a. ~~CITY Contract Administrator may require TMA to provide additional revenue service in an amount not to exceed twenty (20) hours per week. The request for additional Beach Link transportation service shall be in writing and shall be provided to TMA by Contract Administrator, not less than ten (10) business days prior to the onset of the additional transportation service. TMA, or its third party contractor, shall begin providing the additional Beach Link transportation service on the date and time set forth in the notice from Contract Administrator. In the event that the request for additional Beach Link transportation service requires TMA, or its third party contractor, to hire additional drivers to perform the additional Beach Link transportation service, TMA shall provide written notice of such fact to CITY. TMA's notice to CITY shall indicate when the additional Beach Link will start; provided, however, the transportation services shall start not more than thirty (30) calendar days from the date that Contract Administrator provided written notice to TMA requiring the additional Beach Link transportation service. Notice shall be as set forth in Section 10.7 of the Agreement. The additional transportation service may be permanent or temporary.~~

- b. ~~CITY Contract Administrator may require TMA to reduce the Beach Link scheduled transportation service from five (5) days a week to two (2) days a week or reduce the number of vehicles performing the service. The request for the reduction in Beach Link transportation service shall be in writing and shall be provided to TMA, not less than thirty (30) calendar days prior to the onset of the reduced transportation service. Notice shall be as set forth in Section 10.7 of the Agreement. TMA, or its third party contractor, shall begin providing the reduced Beach Link transportation service on the date and time set forth in the notice from Contract Administrator. The reduction in the Beach Link transportation service may be permanent or temporary.~~

- c. ~~Contract Administrator may require TMA to make modifications to the scheduled service times (i.e. start/stop time) and scheduled intervals ("Schedule Modifications"). The request for~~

~~Schedule Modifications shall be in writing and shall be provided to TMA, not less than seven (7) calendar days prior to the onset of the Schedule Modifications. Notice shall be as set forth in Section 10.7 of the Agreement. TMA, or its third party contractor, shall begin providing the Schedule Modifications to Beach Link transportation service on the date and time set forth in the notice from Contract Administrator. The Schedule Modifications to the Beach Link transportation service may be permanent or temporary.~~

~~The Beach Link transportation service shall not operate on Official Court Holidays. For the purposes of this Second Amendment, Official Court Holidays shall mean New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Veteran's Day, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day. In addition, Contract Administrator may suspend the Beach Link transportation service in the event of a hurricane, earthquake, fire, flood, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine or any other event that prevents the operation of the Broward County Judicial Complex. In the event that service is suspended, as authorized herein, the notice by Contract Administrator may be verbal and the notice shall be confirmed in writing when conditions permit.~~

- 2.1.2 TMA acknowledges that the CITY is authorized to set the fares for all routes pursuant to the terms of agreements with Funding Entities. CITY shall notify TMA of any change in fare within 30 days of adoption for such change in fare. ~~No fare shall be charged by TMA for the public transportation services known as the Courthouse Loop and the Beach Link.~~

~~For the other transportation service routes set forth on Exhibit "A," if TMA determines a fare to be appropriate prior to beginning service under the terms of this Agreement, TMA may institute such fare; provided, however, that such fare shall never exceed one half (1/2) of the fixed route, full adult CITY fare. A public hearing shall be held by the CITY prior to the institution of any proposed fare or fare increase. CITY must approve, in writing, the imposition of a fare prior to implementation by TMA.~~

3. For the purpose of providing the public service transportation as set forth on revised Exhibit "A," Section 2.6 "Equipment," shall be amended to include the following:

2.6 EQUIPMENT

- 2.6.1 TMA shall utilize 15 ~~five (5)~~ wheelchair accessible, passenger Vehicle(s), as described on Exhibit "E" to be used in regular route service as set forth in revised Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations.
- 2.6.2 CITY shall lease to the TMA ~~three (3)~~ 12 wheelchair accessible, passenger Vehicle(s), as described on ~~Second Amended~~ Exhibit "E," to be used in public transportation service as set forth in revised Exhibit "A-4". Such Vehicle(s) shall comply with the American with Disabilities Act of 1990 and all applicable federal and state regulations. These Vehicle(s) shall be leased to TMA for Ten Dollars (\$10.00) per Vehicle, per year.
- 2.6.3 Vehicle(s) used by TMA, or its subcontractor, to provide services pursuant to this Agreement, shall be equipped with bicycle racks or similar device used to transport non-motorized bicycles.
- 2.64 CITY shall provide the manufacturers' warranties and maintenance shop manuals to TMA.
- 2.65 CITY, in its sole discretion, acting through its ~~City~~ Contract Administrator, may authorize a replacement Vehicle(s). In the event that a Vehicle(s) is replaced, Exhibit "E" shall be updated. TMA's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

2.11 GRANT COMPLIANCE

- 2.11.1 General Conditions. TMA agrees to comply with all other applicable federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. TMA also agrees to comply with all such applicable grant requirements including but not limited to performance and financial reporting. TMA further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
- 2.11.2 TMA shall insure recognition of the role of the CITY in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, TMA will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
- 2.11.3 In the event any federal or state agency providing financial assistance suspends or terminates federal or state assistance, TMA shall

reimburse the CITY for all disallowed costs, including any and all federal or state financial assistance.

2.11.4 E-VERIFY. TMA shall adhere to and include in its agreements with its sub-grantees and its subcontractors performing work or providing services pursuant to and during the term of this Agreement, the requirement to use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the TMA, sub-grantees and subcontractors.

4. That Article 5, "Financial Assistance," Section 5.1, is hereby amended to read as follows:

5.1 CITY agrees to reimburse TMA for eligible expenses relating to maintenance, operation, administrative or capital outlay as outlined in the CITY's Approved Annual Budget, as amended.

5.2 The name of the official payee to whom CITY shall issue checks shall be the DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION.

5.3 METHOD OF BILLING AND PAYMENT

5.3.1 TMA shall submit invoices for compensation, on a monthly basis. To be deemed proper, all invoices must comply with the requirements set forth in Exhibit "F," as amended, attached hereto and made a part hereof.

5.3.2 Invoices shall include the required elements on a standard invoice form, a sample which is attached as Exhibit "I"

5. That Article 9, "Termination," is amended by revising Section 9.5 to read as follows:

9.5 Upon termination of this ~~Second Amendment~~ Agreement for whatever reason, TMA shall return the Vehicles leased herein to CITY within seven (7) days of the termination date. TMA shall return the Vehicles to CITY in the condition they were received at the onset of this ~~Second Amendment~~ Agreement, normal wear and tear excepted. TMA's obligation to return the Vehicles to CITY in the condition they were received shall include the removal of any painting or wrapping of the Vehicles. Any costs necessary to restore and/or prepare the Vehicles for return to CITY shall be the sole responsibility of TMA. CITY shall have the right to inspect and to approve the condition of the Vehicles prior to acceptance and should the CITY determine

that the Vehicles are not in the proper condition, TMA shall at its sole cost and expense remedy any and all deficiencies identified by CITY.

6. That paragraph 8 of the Second Amendment is deleted in its entirety.
7. Exhibit "A," revised Exhibit "E," and revised Exhibit "F" of the Agreement shall be replaced in their entirety by revised Exhibit "A," revised Exhibit "E," and revised Exhibit "F," attached hereto and made a part hereof. Exhibit "A-1" is being deleted in its entirety.
8. The Agreement shall remain in full force and effect except as specifically amended herein. In case of a perceived conflict between the terms of the Agreement and this Fourth Amendment, the terms of this Fourth Amendment shall govern.
9. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.
10. Preparation of this Fourth Amendment has been a joint effort of TMA and CITY, 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.
11. Each individual executing this Fourth Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.
12. Multiple copies of this Fourth Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
13. 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this Fourth Amendment on the respective dates under each signature: CITY, through its CITY COMMISSIONERS, signing by and through its City Manager, authorized to execute same by Board action on the ____ day of _____, 2013, and DOWNTOWN FORT

LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION, signing by and through its Executive Board, duly authorized to execute same.

FOURTH AMENDMENT TO AGREEMENT BETWEEN CITY OF FORT LAUDERDALE AND THE DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION FOR COMMUNITY BUS SERVICE

CITY

WITNESSES:

Jeannette A. Johnson
Jeannette A. Johnson
Witness Print Name
[Signature]
[Signature]
Witness Print Name

CITY OF FORT LAUDERDALE, a municipal corporation of the State of Florida:

By [Signature]
JOHN P. "JACK" SEILER, Mayor
By [Signature]
LEE R. FELDMAN, City Manager

ATTEST: [Signature]
JONDA K. JOSEPH, City Clerk
JEFFREY MODARELLI ASST

Approved as to form:

[Signature]
ASST City Attorney

TMA

WITNESSES:

[Signature]
STEVE WILAS

Witness Print Name:

[Signature]
Kevin C Walford

Witness Print Name:

DOWNTOWN FORT LAUDERDALE
TRANSPORTATION MANAGEMENT
ASSOCIATION, INC.

By [Signature]

Alan C. Hooper / Chair
Print Name and Title

CORPORATE SEAL

ATTEST:
By [Signature]

Patricia Feiler
Print Name and Title
Executive Director

STATE OF FLORIDA
COUNTY OF BROWARD

The forgoing instrument was acknowledged before me this 8th day of October 2013, by Alan C. Hooper as Chair of the Downtown Fort Lauderdale Transportation Management Association, Inc., who is personally known to me and did not take an oath or has produced _____ as identification.

(NOTARY SEAL)

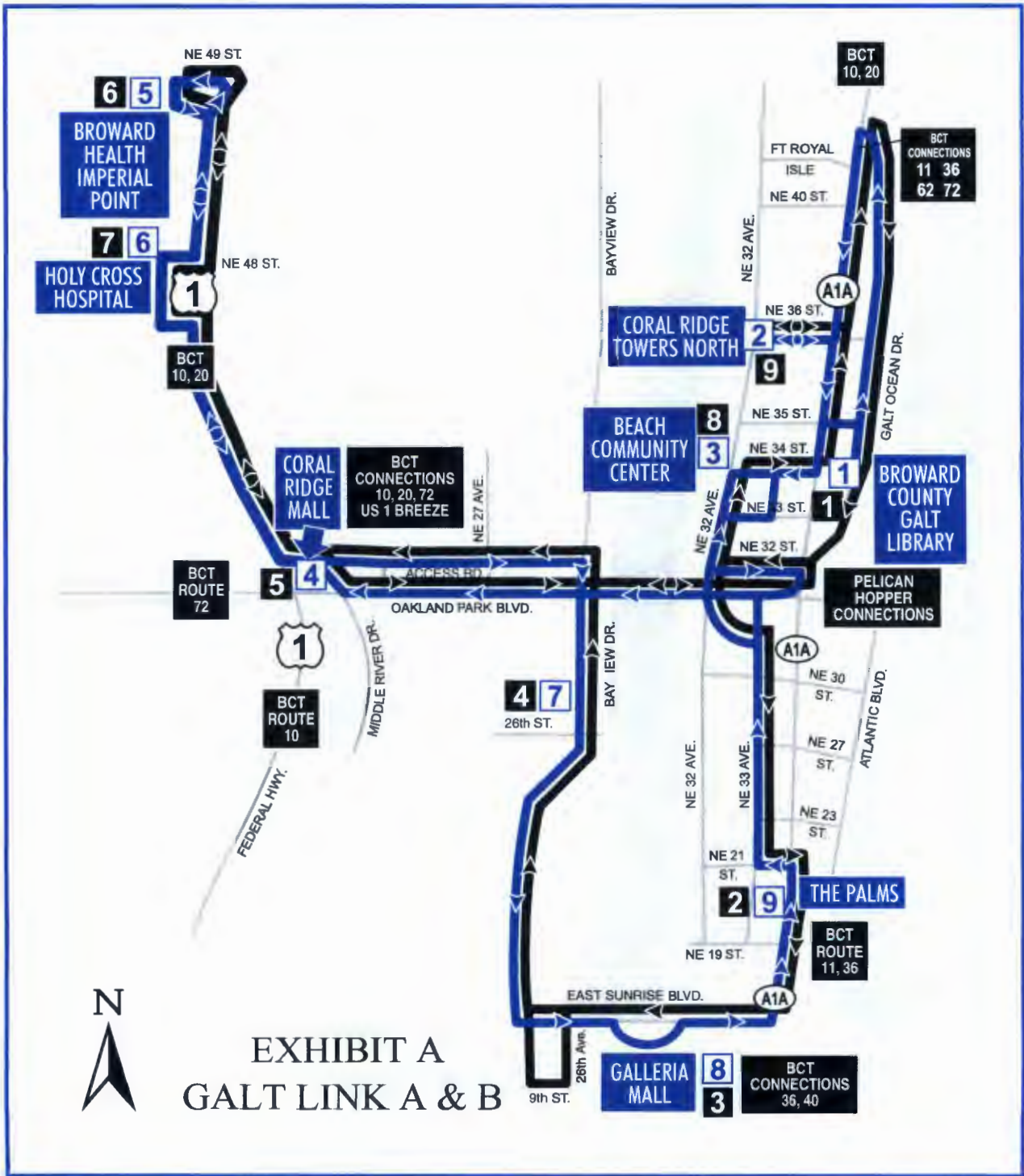


[Signature]
Notary Public, State of Florida
Signature – Notary taking Acknowledgement

Magali Salazar
Name of Notary – Typed, Printed or Stamped



EXHIBIT A
DOWNTOWN LINK



Just Wave and We'll Pick You Up!

Our trolleys provide access to world-class shopping, sparkling beaches, and endless options for entertainment in sunny Fort Lauderdale. The Sun Trolley works on a Wave and Ride system, meaning you can wait anywhere along the route and wave down a Trolley when you're ready to ride.

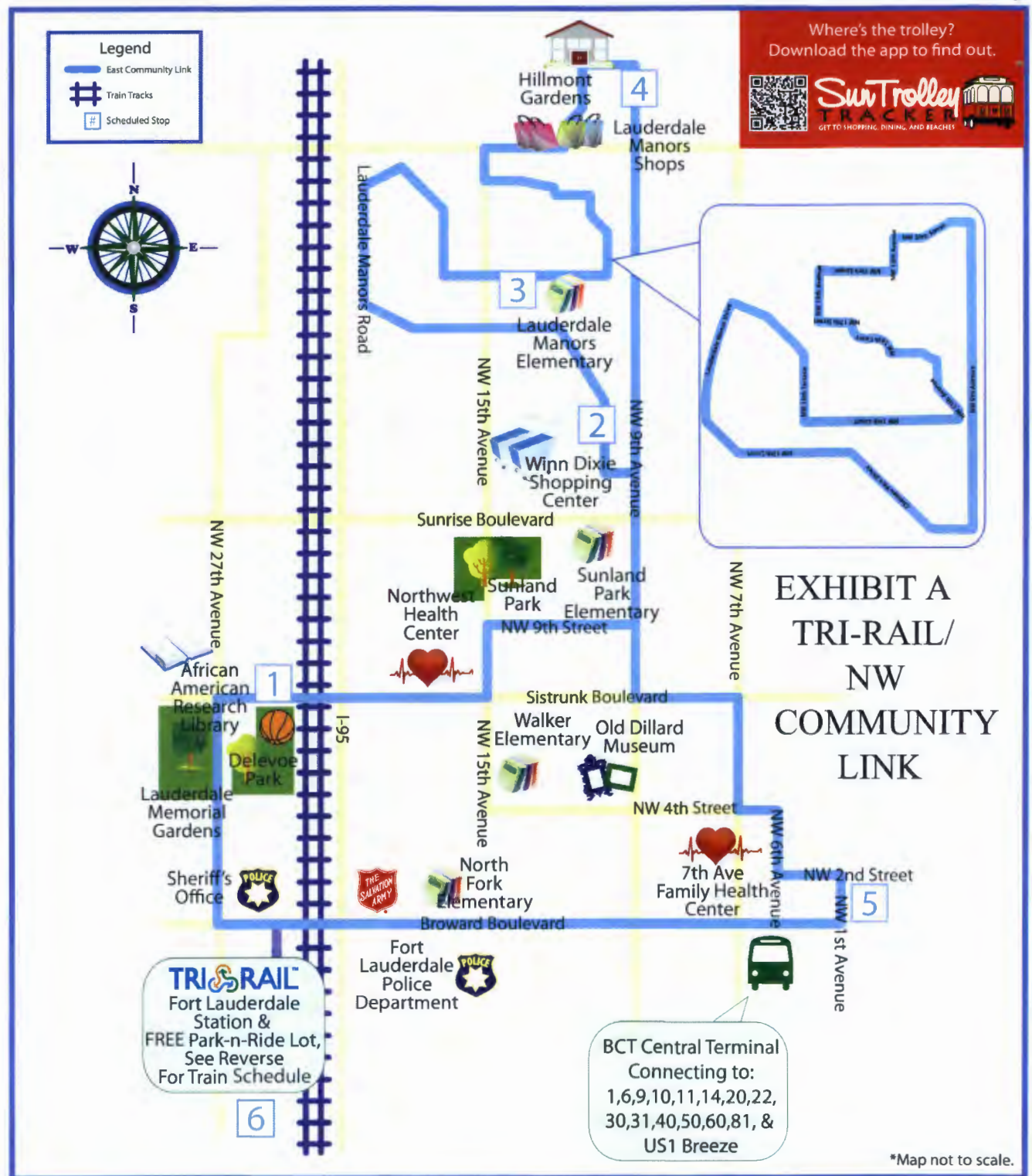


Hearing-speech impaired/TTY
711 RELAY or 954.357.8302

This publication can be made available in LARGE PRINT, tape cassette, or braille by request.

PROTECTIONS OF THE TITLE IV OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title IV discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.



*Map not to scale.

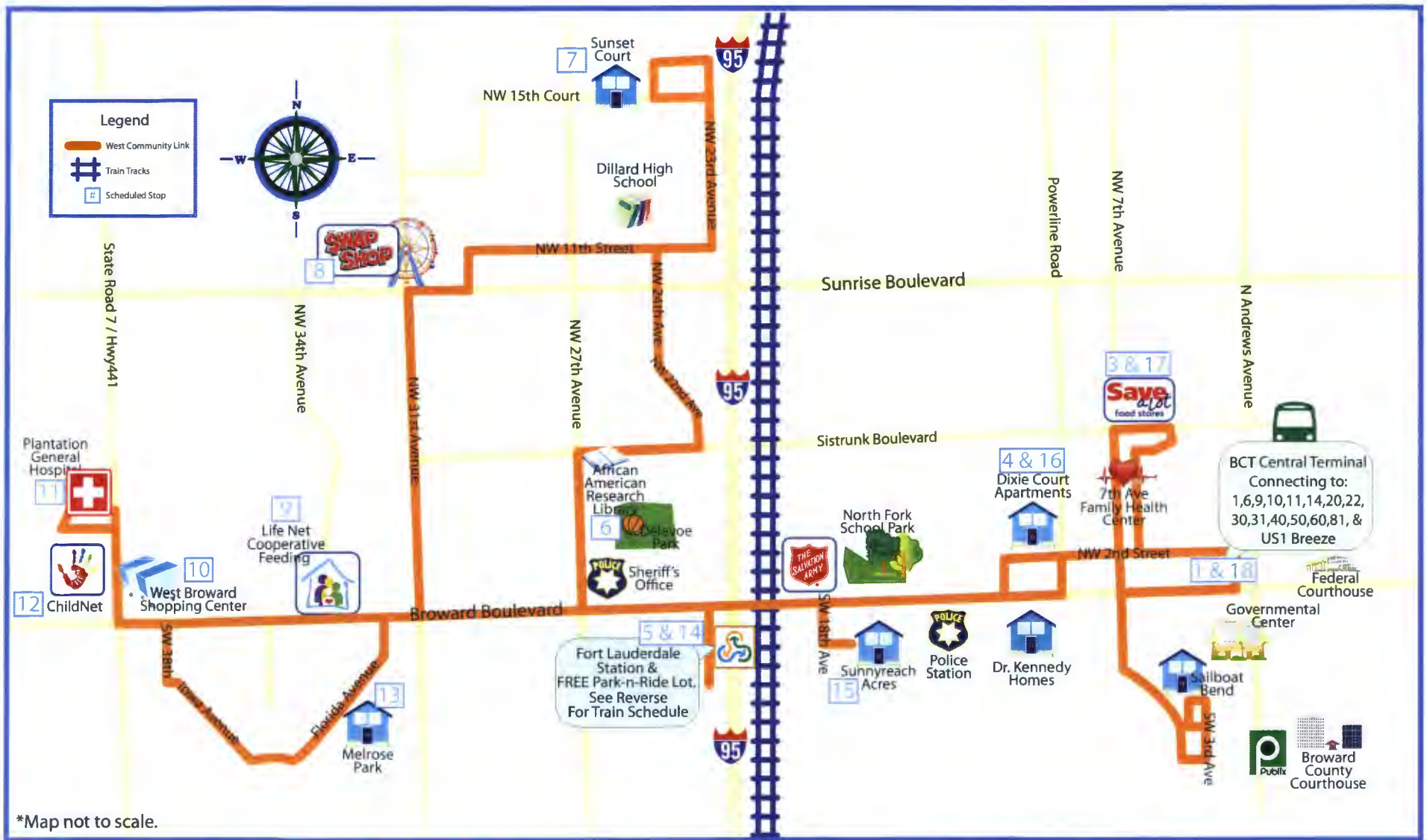


EXHIBIT A NEIGHBORHOOD LINK

Where's the trolley?
Download the app to find out.

SunTrolley
GET TO SHOPPING, DINING, AND BEACHES

EXHIBIT A LAS OLAS & BEACH LINKS



Fort Lauderdale Beach

EXHIBIT "E" - TMA VEHICLE REGISTRATION & ROUTES

Current as of September 20, 2013

Vehicle Number	Model Year	Purchase Date	VIN	Owner/ Asset Number	Seats	License Tag	Route
2006 Specialty Vehicles Classic American Trolley - 35 foot							
601	2006	27-Apr-06	4UZABOBV56CW60318	TMA	32	X83147	Tri-Rail Link
602	2006	27-Apr-06	4UZABOBV36CW60317	TMA	32	X83148	Airport Excursion
603	2006	27-Apr-06	4UZABOBV36CW60315	TMA	32	X83149	Tri-Rail Link
604	2006	26-May-06	4UZABOBV36CW60320	City #5801	32	241036	Downtown Link
605	2006	26-May-06	4UZABOBV56CW60321	City #5802	32	241035	Spare
606	2006	26-May-06	4UZABOBV76CW60319	City #5800	32	240996	Spare
607	2006	19-Mar-07	4UZABOBV16CW60316	BC 316110	32	U530SP	Downtown Link
608	2006	19-Mar-07	4UZABOBV76CW60322	BC 316111	32	U538SP	Las Olas Link
609	2006	19-Mar-07	4UZABOBV06CW60324	BC 316112	32	U531SP	Beach Link
610	2006	19-Mar-07	4UZABOBV96CW60323	BC 316113	32	U533SP	Beach Link
611	2006	19-Mar-07	4UZABOBV46CW60326	BC 316114	32	U841SP	Galt Link
612	2006	19-Mar-07	4UZABOBV26CW60325	BC 316115	32	U839SP	Galt Link
613	2006	19-Mar-07	4UZABOBV66CW60327	BC 316116	32	U842SP	Las Olas Link
614	2006	19-Mar-07	4UZABOBV86CW60328	BC 316117	32	U843SP	Beach Link
2013 El Dorado Aerotech Cutaway Mini-Bus w/Chevrolet Chassis							
1250	2013	3-Aug-12	1GB6G5BL0C1159341	BC 311432	20	TC7696	Neighborhood Link

Titles and Tags for were transferred from the City to Broward County on April 18, 2011 (Vehicles 607-608, 610-612, 614) and May 4, 2011 (Vehicles 609, 613)

EXHIBIT "F"

City of Fort Lauderdale

Annual Operating Funding for 2013-14 Fiscal Year

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	City Gas Tax	City FTA Grant	City T&M	Annual Funding
2	Downtown	Mon-Fri	7:30a-6:15p	15 min	20.66	255	\$ 28,000	\$ -	\$ 70,000	\$ 98,000
2	Las Olas	Fri - Mon	9:30a - 6:30p	30 min	18.00	208	115,200	58,484	-	173,684
2	Galt	M, W, F, S, S	8:30a - 4:30p	69 min	16.00	259	40,000	90,595	20,000	150,595
3	Beach	7 Days	9:30a - 6:30p	30 min	27.00	362	-	125,921	20,000	145,921
2	Tri-Rail/NW	Mon-Fri	6:30a - 7:20p	15 min	21.00	255	-	-	-	-
1	Neighborhood	Mon-Fri	8:15a - 2:30p	95 min	6.25	256	-	-	30,000	30,000
1	Airport	Sat-Sun	9:00a - 5:00p	60 min	8.00	156	30,000	-	40,000	70,000
Total Maximum Annual Funding							213,200	275,000	180,000	668,200

EXHIBIT "I"

Downtown Ft. Lauderdale TMA, Inc.
305 South Andrews Ave
Suite - 721
Fort Lauderdale, FL 33301



Invoice

Date	Invoice #

Bill To
City of Fort Lauderdale Finance Department - Accounts Payable 100 N. Andrews Avenue 6th Floor Fort Lauderdale, FL 33301

P.O. No.	Terms	Project

Description	Qty	Rate	Amount
		Total	

SAMPLE

