

**SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT**

**BETWEEN**

**DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT  
ASSOCIATION**

**AND THE**

**CITY OF FORT LAUDERDALE**

**FOR**

**COMMUNITY BUS SERVICE**

THIS is a SECOND AMENDMENT TO THE INTERLOCAL AGREEMENT by and between the **DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION** ("TMA"), and the **CITY OF FORT LAUDERDALE**, a municipal corporation existing under the laws of the State of Florida ("City") is entered into this 9<sup>th</sup> day of October 2018.

**RECITALS**

**WHEREAS**, the City and TMA entered into an Interlocal Agreement for Community Bus and Transit Services ("Agreement") with an initial term that commenced on October 1, 2014 through and including September 30, 2017; and

**WHEREAS**, in accordance with the Agreement, TMA is responsible for providing Community Bus and Transit Services within the City and surrounding communities as outlined in the maps and schedules incorporated in the Agreement; and

**WHEREAS**, Article 4 of the Agreement provides that the term of the Agreement may be extended for up to two (2) additional one (1) year periods; and

**WHEREAS**, on April 20, 2015, the parties entered into a First Agreement to the Interlocal Agreement that added the Uptown Link transit route to the Community Bus Services provided by TMA; and

**WHEREAS**, in September 2017, the Agreement was extended for one (1) year; and

**WHEREAS**, the Agreement expired on September 30, 2018; and

**WHEREAS**, the parties desire to extend the term of the Agreement, for an additional one (1) year with the term beginning on nunc pro tunc, October 1, 2018, and ending on September 30, 2019; and

**WHEREAS**, the parties desire to amend the Agreement to provide TMA with more authority regarding of approval of changes to the community bus routes and services.

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

1. The above recitals and representations are true and correct and are incorporated herein.
2. Article 4, entitled Term and Time of Performance, Section 4.1 is hereby amended as follows:

4.1 The term of this Agreement shall begin on October 1, 2014 and shall end on September 30, 2017. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the City Contract Administrator ~~ninety (90) days prior to the expiration date of the current term.~~ If the term of this Agreement extends beyond a single fiscal year of CITY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from CITY in accordance with Chapter 129 Florida Statutes.

3. Article 2, entitled Scope of Services, the second paragraph of Section 2.1 is hereby amended as follows:


Any and all amendments to Exhibit A shall be only in full force and effects upon the prior written consent of CITY and prior formal approval of the TMA Board. TMA may request a change to Exhibit "A" by submitting to the City Contract Administrator the Community Bus Program Service Change Application Form (Exhibit "F"). The CITY ~~at its sole discretion,~~ after prior formal approval of the TMA Board, may make changes to Exhibit "A" pursuant to Section 2.12.4 of this agreement, ~~and shall provide TMA with notice of such changes within ten (10) days of adoption. TMA has thirty~~

Words in strike through type are deletions from existing text.  
Words underlined are additions to existing text.

~~(30) days from receipt of the notice of change  
to Exhibit "A" to implement such changes.~~

4. The term of the Agreement shall be extended for one (1) year commencing on nunc pro tunc, October 1, 2018, up to and including September 30, 2019.
5. The Second Amendment to the Interlocal Agreement shall be effective upon full execution by the parties.
6. The Second Amendment to the Interlocal Agreement may be fully executed in multiple copies by the parties each of which, bearing original signatures, shall have the force and effect of an original document.
7. In the event of any conflict or ambiguity by and between the terms and provisions of the Interlocal Agreement, First Amendment to the Interlocal Agreement, and this Second Amendment to the Interlocal Agreement, the terms and provisions of this Second Amendment to the Interlocal Agreement shall control to the extent of any such conflict or ambiguity.
8. The terms and conditions of the Interlocal Agreement shall remain in full force and effect, except as specifically amended by the First Amendment to the Interlocal Agreement and this Second Amendment to the Interlocal Agreement.

ATTEST:

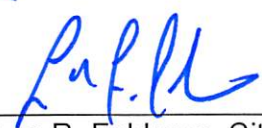
  
\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

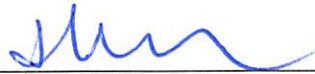
By

  
\_\_\_\_\_  
Dean J. Trantalis, Mayor

By

  
\_\_\_\_\_  
Lee R. Feldman, City Manager

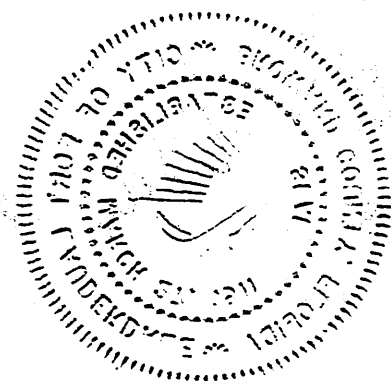
Approved as to form:



\_\_\_\_\_  
Shari Wallen, Esq.  
Assistant City Attorney

W. Sturgis Phelps

100



WITNESSES:

DOWNTOWN FORT LAUDERDALE  
TRANSPORTATION MANAGEMENT  
ASSOCIATION, INC.

Cynthia Hull  
Cynthia Hull  
[Witness type or print name]

Soria Santiago  
Soria Santiago  
[Witness type or print name]

By [Signature]  
ALAN HOOPER, Chairman

(CORPORATE SEAL)

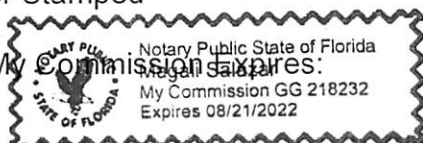
STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of October, 2018, by ALAN HOOPER as Chairman for Downtown Fort Lauderdale Transportation Management Association, Inc. He is personally known to me and did not take an oath.

(Seal)

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

magali Salazar  
Name of Notary Typed, Printed  
or Stamped

My Commission Expires:  
  
Commission Number



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

3 (L) (G)  
10/17/18

Today's Date: 10/12/2018

DOCUMENT TITLE: DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION, INC. - 2<sup>ND</sup> AMENDMENT TO THE INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE

COMM. MTG. DATE: 10/9/2018 CAM #: 18-1090 ITEM #: CR-12 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects 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, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: TAM Router Name/Ext: Via Interoffice # of originals routed: 3 Date to CAO: 10/12/18

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/12/18

Shari C. Wallen  
Attorney's Name

scw/jr  
Initials

3) City Clerk's Office: # of originals: 3 Routed to: K. Arthurs/CMO/X5013 Date: 10/12/18

4) City Manager's Office: CMO LOG #: Oct-45 Document received from: 10/12/18

Assigned to: L. FELDMAN ☒ S. HAWTHORNE ☐ C. LAGERBLOOM ☐  
L. FELDMAN as CRA Executive Director ☐

☐ APPROVED FOR LEE FELDMAN'S SIGNATURE ☐ N/A FOR L. FELDMAN TO SIGN

PER ACM: S. HAWTHORNE (Initial/Date) C. LAGERBLOOM

(Initial/Date) ☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 3 originals to ☒ Mayor ☐ CCO Date: 10/15/2018

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk's Office: Retains 1 Copy and forwards 2 Originals to: Alan Budde/TAM/Ext. 5217

Attach \_\_\_ certified Reso # \_\_\_ ☒ YES ☐ NO

Original Route form to CAO/J. Larregui

Rev. 12/22/16