#### 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

April.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: the CITY OF FORT LAUDERDALE through its City Manager on this 2014 day of March, 2015, and the DOWNTOWN TRANSPORTATION MANAGEMENT ASSOCIATION, signing by and through its Chairman, duly authorized to execute same.

<u>CITY</u>:

ATTEST: osed-Citv Clerk

(CORPORATE SEAL)

**CITY OF FORT LAUDERDALE** Lee R. Feldman, City Manager

APPROVED AS TO FORM: By: Assistant City Attorney

> CAM 18-1090 Exhibit 2 Page 3 of 5

WITNESSES:

[Witness type or print name]

SSIMO

[Witness type or print name]

STATE OF FLORIDA: COUNTY OF BROWARD:

me]

ASSOCIATION, INC

DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT

ALAN HOOPER, Chairman

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.

By\_

(SEAL)

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

Mage SAV

Name of Notary Typed, Printed or Stamped

My Commission Expires:

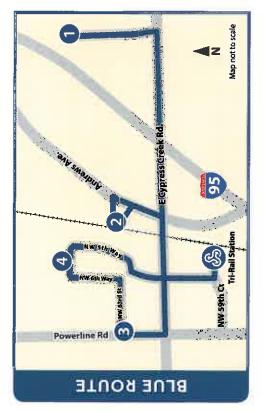
MAGALI SALAZAR MY 60MMISSION #FF143918 EXPIRES August 21, 2018 FistideNateryService.com

**Commission Number** 

UPTOWN LINK SHUTTLE BUS SCHEDULE | MONDAY - FRIDAY | 10 AM TO 3 PM



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www.fortlauderdale.gov/customerservice COMMENTS AND SUGGESTIONS: (954) 828-8000

FDOT

call (954) 828-3794 to file a Title VI discrimination complaint or write to Title VI Coordinator, Gity of Fort Lauderdale, Transportation and Mobility

If you would like this publication in an alternate format, please call (954) 828-4755 or email webmaster@fortlauderdale.gov.

Department, 290 N.E. 3rd Avenue, Fort Lauderdale, Horida 33301.

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 the City of Fort Lauderdale, may

WE BUILD COMMUNITY 

PROTECTIONS OF TITLE VI OF THE CIVIL **RIGHTS ACT OF 1964 AS AMENDED** 

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