

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 _____ day of _____ 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~~

~~(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.

CITY OF FORT LAUDERDALE

ATTEST:

Jeffrey A. Modarelli, City Clerk

By_____
Dean J. Trantalis, Mayor

By_____
Lee R. Feldman, City Manager

Approved as to form:

Shari Wallen, Esq.
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]

(CORPORATE SEAL)

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this ____ day of _____, 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)

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

Name of Notary Typed, Printed
or Stamped

My Commission Expires:

Commission Number