

**FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT**

**BETWEEN**

**CITY OF FORT LAUDERDALE**

**and**

**DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT  
ASSOCIATION, INC.**

**FOR**

**COMMUNITY BUS AND TRANSIT SERVICES**

THIS FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT by and between the **DOWNTOWN FORT LAUDERDALE TRANSPORTATION MANAGEMENT ASSOCIATION, INC.** ("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 \_\_\_\_\_, 2020, effective nunc pro tunc as of March 31, 2020.

**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 of Fort Lauderdale as outlined in the maps and schedules incorporated in the Agreement; and

**WHEREAS**, on April 20, 2015, the parties entered into a First Amendment 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**, on October 9, 2018, the parties entered into a Second Amendment to the Interlocal Agreement that extended the term of the Agreement for an additional year until September 30, 2019; and

**WHEREAS**, on September 16, 2019, the parties entered into a Third Amendment to the Interlocal Agreement that extended the term of the Interlocal Agreement until March 30, 2020, and changed the routes, maps, schedules, and vehicle registrations; and

**WHEREAS**, on December 5, 2019, the parties entered into a Fourth Amendment to the Interlocal Agreement to include a new Seabreeze Tram route that runs between the Las Olas Parking Garage and the Las Olas Oceanside Park.

**WHEREAS**, the parties desire to enter into a Fifth Amendment to the Interlocal Agreement to extend the term of the agreement on a month to month basis, not to exceed six months.

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. The term of the Agreement shall be extended on a month to month basis, not to exceed six months.
3. Section 8.1 of the Agreement is amended as follows:

This Agreement may be terminated for cause by action of the City Commission or by TMA upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of the City Commission or TMA Board upon not less than ~~one hundred eighty (180) days~~ thirty (30) days written notice by ~~CITY~~ the City Manager or TMA Contract Administrators or both. This Agreement may also be terminated by CITY or TMA Contract Administrators or both upon such notice as CITY or TMA Contract Administrators or both deem appropriate under the circumstances in the event CITY, TMA or both Contract Administrators determine that termination is necessary to protect the public health, safety, or welfare. If the City terminates the contract, the City Manager shall notify TMA in writing at least thirty days prior to termination of the Agreement.

4. The Fifth 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.
5. In the event of any conflict or ambiguity by and between the terms and provisions of the Interlocal Agreement, the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment to the Interlocal Agreement, the terms and provisions of this Fifth Amendment to the Interlocal Agreement shall control to the extent of any such conflict or ambiguity.
6. The terms and conditions of the Interlocal Agreement shall remain in full force and effect, except as specifically amended by the First Amendment, the

Second Amendment, Third Amendment, Fourth Amendment, and Fifth Amendment to the Interlocal Agreement.

**CITY OF FORT LAUDERDALE**

ATTEST:

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

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

(CORPORATE SEAL)

By \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form:  
Alain E. Boileau, City Attorney

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

WITNESSES:

DOWNTOWN FORT LAUDERDALE  
TRANSPORTATION MANAGEMENT  
ASSOCIATION, INC.

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

By \_\_\_\_\_  
Gregory Stuart, Chairman

\_\_\_\_\_  
\_\_\_\_\_  
[Witness type or print name]

(CORPORATE SEAL)

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2020, by Gregory Stuart as Chairman of Downtown Fort Lauderdale Transportation Management Association, Inc., a Florida not for profit corporation.

(SEAL)

\_\_\_\_\_  
Signature of Notary Public – State of Florida

\_\_\_\_\_  
Print, Type, or Stamp Commissioned Name  
of Notary Public

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_  
Type of Identification Produced \_\_\_\_\_