

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: Mayor and Commissioners **DATE:** April 16, 2018

FROM: Douglas R. Gonzales,
City Attorney

SUBJECT: Proposed Amendment to Interlocal Agreement between the CRA and the City of Hollywood

I have reviewed the above captioned agreement for form and legality. The general business terms are as follows:

- 1) Department/Division involved – City Managers Office
- 2) Type of Agreement – First Amendment to Interlocal Agreement
- 3) Method of Procurement (RFP, bid, etc.) – n/a
- 4) Term of Contract
 - a) initial – May 1, 2016 through September 30, 2017
 - b) renewals (if any) – Two additional one-year renewals
 - c) who exercises option to renew – n/a
- 5) Contract Amount – The City shall provide all funds received from the BCT Grant to the CRA to be used toward operation of the Community Shuttle Services as described in Exhibit A of the Interlocal Agreement.
- 6) Termination rights – This Agreement may be terminated for cause by action of the City Commission or by CRA upon thirty (30) days’ written notice by the party that elected to terminate, or for convenience by action of the City Commission or CRA Board upon not less than one hundred eighty (180) days written notice by CITY or CRA Contract Administrators or both. The Agreement may also be terminated by CITY or CRA Contract Administrators or both upon such notice as CITY or CRA Contract Administrators or both deem appropriate under the circumstances in the event CITY, CRA or both Contract Administrators determine that termination is necessary to protect the public health, safety, or welfare.

Termination of the Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

- 7) Indemnity/Insurance Requirements – Each party shall comply with applicable requirements.
- 8) Scope of Services – CRA shall provide community bus and transit services within the City and surrounding communities according to the maps and schedules contained in the Interlocal Agreement.
- 9) Other significant provisions – This amendment will modify the Agreement to reduce the service hours and funding for existing routes and allowing the County to modify and/or terminate financial assistance for underperforming Community Bus Service Routes.

cc: Dr. Wazir Ishmael, City Manager