

**FIFTH AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF FORT LAUDERDALE
FOR COMMUNITY SHUTTLE SERVICE**

This is the Fifth Amendment (the "Fifth Amendment") to the Agreement between Broward County, a political subdivision of the State of Florida (the "County"), and the City of Fort Lauderdale, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Interlocal Agreement dated October 23, 2019, amended August 4, 2020, February 22, 2021, June 16, 2021, and April 26, 2024 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this Fifth Amendment to extend the term of the Agreement.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Section 5.1 of the Agreement is amended as follows (deletions shown by strikethrough text and additions shown by bold and underlined text):

5.1 The term of this Agreement shall begin retroactive to October 1, 2019, and shall end on **September 30, 2025** ~~September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term.~~ The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

3. This Fifth Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Fifth Amendment or the Agreement that is not contained in this written document or the Agreement.

4. This Fifth Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
5. Each individual executing this Fifth Amendment on behalf of a party hereto hereby represents and warrants that they are, on the date they sign this Fifth Amendment, duly authorized by all necessary and appropriate action to execute this Fifth Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Fifth Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August 2019, and June 4, 2024, and the City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

____ day of _____, 2024

Approved as to form by
Andrew J. Meyers
Broward County Attorney
115 South Andrews Avenue, Suite 423
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600

By _____
William J. Bucciero (Date)
Assistant County Attorney

By _____
Benjamin R. Salzillo (Date)
Senior Assistant County Attorney

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ATTEST:

CITY OF FORT LAUDERDALE

David R. Soloman
City Clerk for the City of Fort Lauderdale

By: _____
Dean J. Trantalis, Mayor

_____ day of _____, 20__

By: _____
Susan Grant, Acting City Manager

_____ day of _____, 20__

APPROVED AS TO FORM AND CORRECTNESS:

Thomas J. Ansbro, City Attorney

By: _____
Kimberly Cunningham Mosley
Assistant City Attorney