



**CITY OF FORT LAUDERDALE  
City Commission Agenda Memo  
REGULAR MEETING**

**#24-0783**

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**TO:** Honorable Mayor & Members of the  
Fort Lauderdale City Commission

**FROM:** Susan Grant, Acting City Manager

**DATE:** September 3, 2024

**TITLE:** Resolution Approving the Fifth Amendment to the Interlocal Agreement  
between Broward County and the City of Fort Lauderdale for Community  
Shuttle Service – **(Commission Districts 1, 2, 3 and 4)**

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**Recommendation**

Staff recommends that the City Commission adopt a resolution approving the Fifth Amendment to the Interlocal Agreement (ILA) between Broward County (County) and the City of Fort Lauderdale (City) for Community Shuttle Service, in substantially the form attached.

**Background**

On October 23, 2019, the City and County entered the Interlocal Agreement, retroactive to October 1, 2019, for the City to provide Community Shuttle Service.

The First Amendment, dated August 4, 2020, removed the wave and ride option, removed advertisements, and removed fares.

The Second Amendment, dated February 22, 2021, adjusted the funding to reflect the rate in the City's agreement with its vendor and amended the vehicle list to reflect the vehicles utilized to provide service.

The Third Amendment, dated June 16, 2021, adjusted the funding to reflect the rate provided for in the City's agreement with its vendor and modified the vehicle list to reflect the vehicles utilized for service.

The Fourth Amendment, dated April 26, 2024, reimbursed the City for incurred operating costs that exceeded available funding from January 1, 2022, through September 30, 2023; revised route schedules to account for previously approved service enhancements; amended the list of Leased Vehicles to account for an additional vehicle; established operating funding for FY2024, and added provisions regarding Prohibited Telecommunications Equipment and Criminal History Screening Practices.

The current term of the agreement expires on September 30, 2024. The proposed Fifth Amendment will extend the term of the agreement to September 30, 2025.

**Resource Impact**

There is no fiscal impact associated with this action.

**Strategic Connections**

This item is a 2024 *Commission Priority*, advancing the Transportation and Traffic initiative.

This item is a *Press Play Fort Lauderdale 2029 Strategic Plan*, specifically advancing:

- The Infrastructure and Resilience Focus Area Goal 4: Facilitate an efficient, multimodal transportation network.

This item advances the *Fast Forward Fort Lauderdale 2035 Vision Plan: We Are Connected*.

**Attachments**

Exhibit 1 – Fifth Amendment to the Interlocal Agreement

Exhibit 2 – Resolution

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Prepared by: Ekaete Ekwere, PE, Transportation Services Division Manager

Acting Department Director: Milos Majstorovic, MSCE, PE, Transportation & Mobility

- CR-4** [24-0737](#) Resolution Approving a Grant Agreement with the State of Florida, Florida Department of State, and Authorizing the Acceptance of Grant Funds from the Florida Department of State for Architectural Resource Surveys of Coral Ridge, Dolphin Isles, Bal Harbour, and Lauderdale Isles Neighborhoods - \$50,000 - (Commission District 1)

**ADOPTED**

**Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

- CR-5** [24-0783](#) Resolution Approving the Fifth Amendment to the Interlocal Agreement between Broward County and the City of Fort Lauderdale for Community Shuttle Service - (Commission Districts 1, 2, 3 and 4)

**ADOPTED**

**Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

- CR-7** [24-0796](#) Resolution Authorizing the City Commission to Delegate Authority to the City Manager to Accept Grant Funds and Execute a Grant Agreement with the Federal Aviation Administration for the Runway 9-27 Rehabilitation Project - (Commission District 1)

**ADOPTED**

**Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

**CONSENT PURCHASE**

- CP-1** [24-0761](#) Motion Approving Agreement for SW 29th Street Small Watermains Project - Murphy Pipeline Contractors, LLC - \$615,900 - (Commission District 4)

**APPROVED**

**Yea:** 5 - Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sturman, Commissioner Herbst and Mayor Trantalis

**CONSENT AGENDA ITEMS PULLED FOR DISCUSSION**

- CR-6** [24-0786](#) Resolution Approving the Use of Metro Transportation Engineering & Construction Cooperative to Administer Design and Construction of the SE/SW 17th Street Mobility Hub Project Utilizing Federal Transit Administration Grant Funding - (Commission District 4)

**ADOPTED**

**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

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

ATTEST:



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



CITY OF FORT LAUDERDALE



Dean J. Trantalis, Mayor

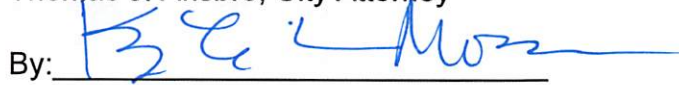
13 day of Sept, 2024

By:   
Susan Grant, Acting City Manager

12 day of September, 2024

APPROVED AS TO FORM AND CORRECTNESS:

Thomas J. Ansbro, City Attorney

By: 

Kimberly Cunningham Mosley  
Assistant City Attorney

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COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2L

Today's Date: 09/10/2024

DOCUMENT TITLE: Fifth Amendment to the Interlocal Agreement between Broward County and the City of Fort Lauderdale for Community Shuttle Service (Commission Districts 1, 2, 3 and 4)

COMM. MTG. DATE: 9/3/24 CAM #: 24-0783 ITEM #: CR-5 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Meralis C/5001 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 2

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 9/12/24

Kimberly Cunningham Mosley  
Attorney's Name

Kew  
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 09/12/24

3) City Manager's Office: CMO LOG #: Sept 24 Document received from: 9/12/24

Assigned to: SUSAN GRANT   
LAURA REECE  BEN ROGERS   
LAURA REECE as CRA Executive Director

APPROVED FOR S. GRANT'S SIGNATURE  N/A FOR S. GRANT TO SIGN

PER AACM: PER AACM: L. Reece \_\_\_\_\_ (Initial/Date)  
PER AACM: B. Rogers \_\_\_\_\_ (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to  Mayor  CCO Date: \_\_\_\_\_

4) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Scan original and forwards 2 originals to: G.Rizzuti-Smith/TAM/x.3764

Attach X certified Reso # \_\_\_\_\_  YES  NO

Original Route form to Meralis C.