

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

This Sixth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

- A. The Parties entered into the Interlocal Agreement, dated October 23, 2019 (the "Original Agreement"), to provide Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of City. The Original Agreement was amended on August 4, 2020, February 22, 2021, June 16, 2021, April 26, 2024, and September 25, 2024 (collectively, the "Agreement").
- B. The Parties desire to enter into this Amendment to extend the term of the Agreement through September 30, 2027, and to amend Exhibit F to establish new rates that take effect February 15, 2026.

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

- 1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
- 2. The Agreement is hereby extended and will remain in effect through September 30, 2027.
- 3. The rates in Exhibit F of the Agreement are amended as indicated in the attached Exhibit F. The rates currently in effect will remain through February 14, 2026, and the subsequent rates in Exhibit F will remain in effect for the remainder of the Term of the Agreement unless amended by the Parties in writing.
- 4. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
- 5. In the event of any conflict or ambiguity between this Amendment, any prior amendments, and the Agreement, the Parties agree that the terms of the most recent amendment shall control. The Agreement, as amended by successive amendments including this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as so amended. Accordingly, the Parties

Community Shuttle Agreement Extension | Fort Lauderdale Sixth Amendment

agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

- 6. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
- 7. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.
- 8. The effective date of this Amendment shall be the date of complete execution by the Parties.
- 9. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.
- 10. Each individual executing this Amendment on behalf of a Party represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board Item 38 on June 10, 2025; and City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by a its County Administrator	nd through
Ву:	
County Administrator	
day of	, 2025
Approved as to form by Andrew J. Meyers Broward County Attorney 115 South Andrews Aven Fort Lauderdale, Florida 3 Telephone: (954) 357-760	ue, Suite 423 33301
Ву:	
McKillop Erlandson Assistant County Attorney	(Date)
Ву:	
Douglas R. Gonzales Senior Assistant County A	(Date) attorney
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<u>CITY</u>

CITY OF FORT LAUDERDALE
By:
Dean J. Trantalis, Mayor
day of, 2025
Ву:
Rickelle Williams City Manager
ATTEST:
Ву:
David R. Soloman City Clerk
Approved as to form and correctness: D'Wayne M. Spence, Interim City Attorney
Ву:
Kimberly Cunningham Mosley
Assistant City Attorney

Exhibit "F" City of Fort Lauderdale Operating Funding

Fiscal Year 2026 (October 1, 2025 - February 14, 2026)

Community Bus Service - (\$54.02/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	An	nual Funding
2	Courthouse (Downtown)	Mon-Fri	7:30a - 6:00p	22-33 min	21.90	98	\$54.02	\$	115,937.72
2	Las Olas	Fri	10:00a - 8:05p	27-33 min	21.00	59	\$54.02	\$	66,930.78
		Sat	10:00a-8:25p	27-35 min					
		Sun	10:00a-8:00p	24-36 min					
3	Convention Connection	Weekday	9:30a-6:33p	17-25 min	29.22	135	\$54.02	\$	213,092.69
	(Beach Link)	Sat	9:30a-6:29	11-25 min					
		Sun	9:30-6:40p	11-25 min					
2	Neighborhood Link	Mon-Fri	8:00a - 1:19p	47 min	11.57	98	\$54.02	\$	61,251.12
2	Northwest Community Link	Mon-Fri	6:20a - 7:18p	51 min	25.63	98	\$54.02	\$	135,684.19
								\$	592,896.51

Fiscal Year 2026 (February 15, 2026 - September 30, 2026)

Community Bus Service - (\$54.02/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	An	nual Funding
2	Courthouse (Downtown)	Mon-Fri	7:30a - 6:00p	22-33 min	21.90	163	\$55.64	\$	198,618.11
2	Las Olas	Fri	10:00a - 8:05p	27-33 min	21.00	97	\$55.64	\$	113,338.68
		Sat	10:00a-8:25p	27-35 min					
		Sun	10:00a-8:00p	24-36 min					
3	Convention Connection	Weekday	9:30a-6:33p	17-25 min	29.22	228	\$55.64	\$	370,682.58
	(Beach Link)	Sat	9:30a-6:29	11-25 min					
		Sun	9:30-6:40p	11-25 min					
2	Neighborhood Link	Mon-Fri	8:00a - 1:19p	47 min	11.57	163	\$55.64	\$	104,932.03
2	Northwest Community Link	Mon-Fri	6:20a - 7:18p	51 min	25.63	163	\$55.64	\$	232,446.67
				11					

\$ 1,020,018.07

Total Annual Fiscal Year 2026 Operating Funding

\$ 1,612,914.58

Community Shuttle Agreement Extension | Fort Lauderdale Sixth Amendment