



**THIRD AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF POMPANO BEACH
FOR COMMUNITY SHUTTLE SERVICE**

This Third Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Pompano Beach, 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 September 30, 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 November 17, 2020, and October 17, 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 provide new rates effective retroactively on July 29, 2025.

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. Exhibit F of the Agreement is deleted in its entirety and replaced with the attached Exhibit F, Operating Budget for Fiscal Year 2025. The rates in the new Exhibit F are deemed effective retroactive to July 29, 2025, and will remain in effect until amended in writing by the Parties.
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

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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 retroactive to July 29, 2025.

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 ___ on September 16, 2025; and City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2025

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: _____
McKillop Erlandson (Date)
Assistant County Attorney

By: _____
Douglas R. Gonzales (Date)
Senior Assistant County Attorney

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CITY

CITY OF POMPANO BEACH

By: _____
Rex Hardin, Mayor

By: _____
Gregory P. Harrison, City Manager

_____ day of _____, 2025

ATTEST:

Kervin Alfred, City Clerk

Approved as to form:

By: _____
Mark E. Berman, City Attorney

Exhibit "F"
City of Pompano Beach Operating Budget
Fiscal Year 2025 (July 29, 2025 - September 30, 2025)

Community Shuttle Service (\$84.12/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Revenue Hour	Monthly Funding
1	Orange	Weekday	9:00a - 4:57p	60 min	8.12	46	84.12	\$ 31,420.50
1	Green	Weekday	9:00a - 4:52p	60 min	8.04	46	84.12	\$ 31,110.94
1	Blue	Weekday	9:05a - 5:02p	60 min	8.12	46	84.12	\$ 31,420.50
1	Red	Weekday	9:05a - 4:57p	60 min	8.12	46	84.12	\$ 31,420.50

Monthly Funding
(July 29, 2025 - September 30, 2025) \$ 125,372.45

Total Annual Funding
(October 1, 2024 - September 30, 2025) \$ 514,739.45