

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: September 17, 2025

Presenter's Name and Title: Shana Coombs, Public Works Director

Prepared By: Kristy Gilbert, MBA, Assistant Public Works Director

Temp. Reso. Number: 8475

Item Description: Temp. Reso. #R8475 APPROVING THE FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIRAMAR AND BROWARD COUNTY FOR COMMUNITY SHUTTLE SERVICE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT. *(Assistant Public Works Director, Kristy Gilbert)*

Consent ☒ Resolution ☐ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Kindly have the Amendment signed on the dais following Commission approval.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on _____ in a _____ ad in the _____; by the posting the property on _____ and/or by sending mailed notice to property owners within ____ feet of the property on _____
(fill in all that apply)

Special Voting Requirement – As required by Sec. _____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a _____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Public Works projected revenue totaling \$505,600 is based on operating three routes, six (6) hours per day. Factors taken into consideration when calculating the projected revenue include times when the routes are inoperable due to unavailability of a bus operator or a vehicle to operate the service. Revenue will be deposited into Account No. 001-50-507-000-000-337400 entitled “Broward County-Shuttle Bus”.


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR8475
 - Exhibit A: Fifth Amendment to the Interlocal Agreement



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Dr. Roy L. Virgin, City Manager 

BY: Shana Coombs, Director of Public Works

DATE: September 11, 2025

RE: Temp. Reso. No. 8475 approving the Fifth Amendment to the Interlocal Agreement for Community Shuttle Service between the City of Miramar and Broward County

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 8475, approving the Fifth Amendment to the Interlocal Agreement with Broward County for Community Shuttle Service; authorizing the City Manager to execute the Amendment.

ISSUE: City Commission approval is required for an amendment to an agreement.

BACKGROUND: The City of Miramar Public Works Department has been effectively operating the Community Shuttle Service program for over 27 years through an Interlocal Agreement ("ILA") with Broward County.

On November 6, 2019, the City Commission adopted Resolution No. 20-24 approving an Interlocal agreement. The agreement commenced upon execution by Broward County and was effective through September 30, 2022. The agreement included two optional one-year renewals upon approval by the County's Contract Administrator. The County Administrator administratively renewed the agreement through September 30, 2023, September 30, 2024 and again through September 30, 2025.

The current modified shuttle service provides three (3) routes (Green, Red, and Orange) and operates five days per week at 6 hours per day, providing residents with public transportation within the City. The service also connects with the Broward County Mass Transit System.

DISCUSSION: Throughout the fiscal year, city staff has had ongoing discussion with County staff regarding providing a new agreement for approval. The County provided the City with the Fifth Amendment to the agreement, thereby extending the agreement for an additional two year term through September 30, 2027.

ANALYSIS: Public Works projected revenue totaling \$505,600 is based on operating three (3) routes, six (6) hours per day. Factors taken into consideration when calculating the projected revenue include times when the routes are inoperable due to the unavailability of a bus operator or vehicle to operate the service. Revenue received will be deposited into Account No. 001-50-507-000-000-337400 entitled "Broward County-Shuttle Bus."

**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN THE CITY OF MIRAMAR AND BROWARD COUNTY FOR COMMUNITY SHUTTLE SERVICE; AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIFTH AMENDMENT TO THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar has been effectively operating Community Bus Service for over 27 years through an Interlocal Agreement (“ILA”) with Broward County; and

WHEREAS, on November 6, 2019, the City Commission adopted Resolution No. 20-24 approving the ILA with Broward County; and

WHEREAS, the ILA was effective through September 30, 2022 and was administratively renewed by County Administrator through September 30, 2023, September 30, 2024 and through September 30, 2025; and

WHEREAS, Broward County wishes to extend the agreement for an additional two-year term through September 30, 2027, to provide County staff adequate time to draft a new Interlocal Agreement for Community Shuttle Service; and

WHEREAS, the City Manager recommends approving the Fifth Amendment to the ILA with Broward County for Community Shuttle Service, attached hereto as Exhibit “A;” and

Reso. No. _____

WHEREAS, The City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the Fifth Amendment to the ILA with Broward County for Community Shuttle Service.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves the Fifth Amendment to the Interlocal Agreement with Broward County for Community Shuttle Service, extending the ILA for an additional two-year term through September 30, 2027.

Section 3: That it authorizes the City Manager to execute the Fifth Amendment to the Interlocal Agreement for Community Shuttle Service with Broward County, in substantial conformity with the attached Exhibit “A,” together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

Section 5: That this Resolution shall take effect immediately upon adoption.

Temp. Reso. No. 8475

7/17/25

9/10/25

PASSED AND ADOPTED this _____ day of _____, _____.

Mayor, Wayne M. Messam

Vice Mayor, Yvette Colbourne

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Maxwell B. Chambers

Commissioner Avril Cherasard

Vice Mayor Yvette Colbourne

Commissioner Carson Edwards

Mayor Wayne M. Messam

Voted



**FIFTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF MIRAMAR
FOR COMMUNITY SHUTTLE SERVICE**

This Fifth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Miramar, 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 November 19, 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 October 6, 2021, May 28, 2024, September 30, 2024, and May 15, 2025 (collectively, the "Agreement").

B. The Parties desire to enter into this Amendment to extend the term of the Agreement through September 30, 2027.

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 extended through September 30, 2027, with the current rates continuing until amended by the Parties in writing.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
4. 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 agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. 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.
6. 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.
7. The effective date of this Amendment shall be the date of complete execution by the Parties.
8. 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.
9. 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 _____, 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

MBE
MIRAMAR – FIFTH AMENDMENT.docx
7/23/2025
#1179655v2

Community Shuttle Agreement Extension | Miramar
Fifth Amendment

FIFTH AMENDMENT TO AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF MIRAMAR
FOR COMMUNITY SHUTTLE SERVICE

CITY

CITY OF MIRAMAR

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2025

Approved as to form:

By: _____

Print Name and Title

City of Miramar Annual Operating Funding - FY 2026

Community Shuttle Service (\$95.22/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Green E	Weekday	6:30a - 6:30p	60 min	12.33	254	\$95.22	\$298,211.90
2	Orange (Green W)	Weekday	6:30a - 6:26p	60 min	12.27	254	\$95.22	\$296,760.75
2	Red	Weekday	6:30a - 6:30p	60 min	12.33	254	\$95.22	\$298,211.90
1	Yellow	Weekday	7:00a - 7:00p	60 min	12.33	254	\$95.22	\$298,211.90
Total Annual Funding								\$1,191,396.45