

AGREEMENT

Among

BROWARD COUNTY

and

MIAMI-DADE COUNTY

and

PALM BEACH COUNTY

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FOR TRANSIT FARE INTEROPERABILITY

AGREEMENT

Among

BROWARD COUNTY

and

MIAMI-DADE COUNTY

and

PALM BEACH COUNTY

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FOR TRANSIT FARE INTEROPERABILITY

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "BROWARD,"

and

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "MIAMI-DADE,"

and

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "PALM BEACH,"

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter referred to as "SFRTA," (collectively referred to as the "Parties").

RECITALS:

WHEREAS, MIAMI-DADE contracted for the design, fabrication, installation and maintenance of an automated fare collection system on its transit vehicles commonly referred to as "EASY Card" which is a contactless smartcard system which allows for electronic payment of transit fare; and

WHEREAS, MIAMI-DADE designed the EASY Card system to allow for future integration with other transit providers in the region; and

WHEREAS, SFRTA entered into a Participation Agreement dated March 26, 2010 with MIAMI-DADE to permit SFRTA to use the EASY Card as a method of cashless fare collection on SFRTA's fixed route service and for patron transfers between the fixed-route service of MIAMI-DADE and SFRTA; and

WHEREAS, BROWARD and PALM BEACH desire to enter into a phased agreement for integration that will permit the use of the EASY Card on select transit routes during Phase I and provide for the expanded use of the EASY Card on their transit vehicles upon the implementation of Phase II;

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the Parties agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 **Agreement** – The term "Agreement" shall mean this Agreement among MIAMI-DADE, SFRTA, BROWARD and PALM BEACH.
- 1.2 **Back Office** – The term "Back Office" shall mean the system centrally administered by MIAMI-DADE to monitor EASY Card devices, maintain necessary software, transmit fare payment information and credit card transactions, process any necessary payment transactions, provide customer service, convey necessary reports, and reconcile financial data between the parties.
- 1.3 **BCT** - The term "BCT" shall mean the Broward County public transportation system.
- 1.4 **EASY Card** - The term "EASY Card" shall mean the limited use or extended use smart card displaying the EASY Card logo that is used in compatible automated fare collection equipment installed on the vehicles of participating transit

systems. The EASY Card has an existing purse/cash function which allows the transit customer to hold monetary value on the EASY Card.

- 1.5 **EASY Card Purse** – The term "EASY Card Purse" shall mean the cash value that is stored on the EASY Card and managed by the Back Office.
- 1.6 **Fare Device** - The term "Fare Device" shall mean fare collection hardware and software which will enable BROWARD and PALM BEACH to accept the EASY Card and which will capture each time that the EASY Card is used on a BCT or Palm Tran vehicle.
- 1.7 **MDT** - The term "MDT" shall mean Miami-Dade Transit which operates the Miami-Dade County public transit system, including the Metrorail fixed-rail system.
- 1.8 **Necessary Data** - The term "Necessary Data" shall mean the capture of information to evidence each time the EASY Card is used on a BCT or Palm Tran vehicle and identify the appropriate fare that was used.
- 1.9 **NextFare** - The term "NextFare" shall mean the software system installed for the purpose of defining fare structure, recognizing fare media, recording, and reconciling transactions using the EASY Card and providing data related thereto.
- 1.10 **Palm Tran** - The term "Palm Tran" shall mean the Palm Beach County public transportation system.
- 1.11 **Parties** – The term "Parties" shall mean Broward County, Palm Beach County, Miami-Dade County and South Florida Regional Transportation Authority.
- 1.12 **Phase I** - The term "Phase I" shall mean that period of time evidenced by written notice that indicates that BROWARD and PALM BEACH have procured and installed the equipment necessary and supporting communication system to process the EASY Card for use on Selected Routes. The implementation date of Phase I may be different in Broward and Palm Beach.
- 1.13 **Phase II** - The term "Phase II" shall mean that period evidenced by written notice that indicates that BROWARD and PALM BEACH have procured all necessary equipment and supporting communication systems to fully deploy the Fare Devices to their entire transit vehicle fleets to enable the transit vehicles to accept the EASY Card as a method of cashless fare collection on all BCT and Palm Tran bus routes.
- 1.14 **Project Manager** – The term "Project Manager" shall mean the person designated in writing by each of the Parties. The primary responsibilities of the Project Manager are to coordinate and communicate with the Parties and to manage and supervise execution and completion of the terms and conditions of

this Agreement. In the administration of this Agreement, as contracted with matters of policy, all Parties may rely on the instructions or determinations made the by Project Manager; provided, however, that such instructions and determinations do not change the scope of services.

- 1.15 **Selected Routes** - The term "Selected Routes" shall mean those BCT and Palm Tran bus routes that will accept EASY Cards for the payment of transfers and one-way fares during Phase I. BCT will accept EASY Card on all BCT Express Routes to and from Miami and Fort Lauderdale and Palm Tran will accept EASY Card on bus routes 91, 92 and 94 which intersect with SFRTA commuter rail stations.
- 1.16 **SFRTA** – The term "SFRTA" shall mean the South Florida Regional Transportation Authority which operates the Tri-Rail commuter rail service that extends through Palm Beach, Broward, and Miami-Dade counties.

## ARTICLE 2

### PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to enable BROWARD and PALM BEACH to participate in the EASY Card System by utilizing a phased approach.
- 2.2 The purpose of Phase I of this Agreement is to provide BROWARD and PALM BEACH with the ability to accept the EASY Card as a method of cashless fare collection on the Selected Routes established in Phase I. BCT will accept the EASY Card as payment for a BCT single trip passenger fare or the appropriate BCT transfer fare by transit patrons transferring from MDT public transit vehicles and SFRTA commuter trains to BCT buses on Selected Routes. Palm Tran will accept the EASY Card as payment for Palm Tran single trip passenger fare or the appropriate Palm Tran transfer fare by transit patrons transferring from SFRTA commuter trains to Palm Tran buses on Selected Routes.
- 2.3 In the event that Phase I is successful, and there are funds available, the Project shall proceed to Phase II following written notice to the Parties sent by BROWARD and PALM BEACH. The purpose of Phase II shall be to fully deploy the Fare Devices to the entire BROWARD and PALM BEACH vehicle fleets to enable the vehicles to accept the EASY Card as a method of cashless fare collection on BCT and Palm Tran bus routes.
- 2.4 It is the intention of the Parties to maintain control and manage their own respective fare policies and assure inter-operability of the EASY Card system. It is also the intent of the Parties to maintain interagency fare products that support convenient interagency transfers consistent with the specific interagency policies.

- 2.5 For the purpose of this Agreement, the following transfer rules shall apply:
1. If the EASY Card is not utilized upon leaving MDT's public transportation system or SFRTA's Tri-Rail, the appropriate fare shall be deducted from the EASY Card to reimburse either BROWARD or PALM BEACH for a single trip passenger fare; or
  2. If the EASY Card is utilized on MDT's public transportation system or SFRTA's Tri-Rail, the transit customer shall have a period of three (3) hours to transfer to either a BCT or Palm Tran vehicle at a designated transfer location and the appropriate transfer fare shall be deducted from the EASY Card to reimburse either BROWARD or PALM BEACH.
  3. If the EASY Card is utilized on a BCT vehicle, the transit customer shall have a period of three (3) hours to transfer to a Palm Tran vehicle at a designated transfer location and the appropriate transfer fare shall be deducted from the EASY Card to reimburse PALM BEACH.
  4. If the EASY Card is utilized on a Palm Tran vehicle, the transit customer shall have a period of three (3) hours to transfer to a BCT vehicle at a designated transfer location and the appropriate transfer fare shall be deducted from the EASY Card to reimburse Broward.

#### RESPONSIBILITIES OF BROWARD AND PALM BEACH

- 2.6 BROWARD and PALM BEACH shall purchase the Fare Devices and supporting communication systems which shall have the capability of sending the Necessary Data for each revenue day to MIAMI-DADE, in a format acceptable to MIAMI-DADE.
- 2.7 BROWARD and PALM BEACH shall design and test, or cause to be designed and tested, the communication system to support the processing of information relating to the EASY Card use on BROWARD and PALM BEACH transit vehicles between the Parties' central computers.
- 2.8 BROWARD and PALM BEACH shall independently submit data for each revenue day to MIAMI-DADE, in a format acceptable to MIAMI-DADE. The data shall identify each trip that was taken on a BCT or Palm Tran vehicle and the fare that was utilized for the trip.
- 2.9 BROWARD and PALM BEACH shall independently submit invoices to MIAMI-DADE on a monthly basis for reimbursement for all trips on their vehicles by transit customers using the EASY Card during the previous month.

- 2.10 BROWARD and PALM BEACH shall each, independently, maintain a bank account that will receive EASY Card reimbursements from MIAMI-DADE's Back Office.

RESPONSIBILITIES OF MIAMI-DADE AND SFRTA

- 2.11 MIAMI-DADE and SFRTA shall be responsible for all sales of the EASY Card through ticket vending machines, kiosks at selected stations at both MDT and SFRTA, point of sale locations, MDT's EASY Card Call Center and EASY Card Transit Store. BROWARD and PALM BEACH shall not sell EASY Cards.
- 2.12 MIAMI-DADE and SFRTA shall be responsible for all customer service related to the EASY Card. The customer service responsibility shall depend on the location at which the EASY Card was sold. Customer Services shall include, but not be limited to, EASY Card sales, distribution, and issues related to lost or stolen cards.
- 2.13 MIAMI-DADE shall be responsible for maintaining accurate EASY Card fare tables which reflect the single passenger fares and the associated transfer of fare tables of each of the Parties in a format compatible with the Parties' applicable computer systems for upload to each Party's Fare Devices.
- 2.14 MIAMI-DADE shall, upon written request, have thirty (30) calendar days from the date of the request to implement changes to a Party's fare structure.
- 2.15 MIAMI-DADE shall perform Back Office services to support the individual one-way fares and transfers utilizing the EASY Card between BCT, Palm Tran, MDT and SFRTA. There shall be no transaction fees payable to MIAMI-DADE during Phase I for its performance of Back Office services.
- 2.16 MIAMI-DADE and SFRTA shall be responsible for reimbursing BROWARD and PALM BEACH the EASY Card Purse funds that were utilized for transit trips on BROWARD and PALM BEACH transit vehicles. MIAMI-DADE shall be responsible for all the Back Office functions which shall recognize revenue transactions when the EASY Card is presented to a fare device and shall transmit the necessary data to properly recognize, reconcile, and deposit revenue to the account of each party in accordance with the following revenue principles:
- a. The fare resulting for use of an EASY Card shall be recognized for each Party upon presentation of the EASY Card for a trip on the Party's transit vehicle and credited to the Party in the amount as set forth on the Party's current fare table.
  - b. Responsibilities of BROWARD, PALM BEACH, and SFRTA:

- i. SFRTA shall maintain a bank account into which cash from EASY Card sales and Back Office revenues shall be deposited.
  - ii. BROWARD and PALM BEACH shall each, independently, maintain bank accounts into which the EASY Card revenues collected for transit trips on their vehicles shall be deposited.
  - iii. MIAMI-DADE shall electronically deposit the payments into BROWARD and PALM BEACH bank accounts within thirty (30) days from receipt of the invoices from BROWARD and PALM BEACH as set forth in section 2.9 herein.
- 2.17 If requested by any Party, MIAMI-DADE shall assist with a public awareness and educational efforts related to the implementation of the EASY Card system. MIAMI-DADE shall share with the participating agencies its education and outreach materials for the Parties' use and may provide staff to assist in planning and implementing a public awareness campaign. MIAMI-DADE shall not be required to incur any expense for advertising or publications as a result of this effort. The Parties shall have the right to add their logo to the card design. The Parties agree to work in cooperation to develop regional branding for the EASY Card application region wide. Each Party shall be solely responsible for their own costs related to public awareness and educational efforts

#### FEES AND COSTS

- 2.18 MIAMI-DADE shall design and implement network connectivity and security on the MDT NextFare central computer system to support data sharing with the BROWARD and PALM BEACH central computers ("One-Time Set-Up Costs"). The One-Time Set-Up Costs shall include all necessary support during the design and testing and acceptance of the BROWARD and PALM BEACH central computers that will interface with the MIAMI-DADE NextFare Central Computer System. The One-Time Set-Up Costs shall be billed by MIAMI-DADE in the amount of \$68.18 per hour to BROWARD and PALM BEACH. The One-Time Set-Up Costs shall not exceed Fifty Thousand Nine Hundred and Thirty Dollars (\$50,930) for BROWARD and Ten Thousand Four Hundred and Thirty Two Dollars (\$10,432) for PALM BEACH.
- 2.19 Upon the Phase II Implementation Date, MIAMI-DADE shall be entitled to a transaction fee for the administrative services provided in the Back Office ("Transaction Fee"). The administrative services shall include systems management and support services performed and directly attributed to the Back Office functions and shall be limited to the following:
- i. Assist and manage external interfaces between regional central

computers

- ii. Assist and manage real time interface with SFRTA Fare Collection devices
- iii. Back Office audit support
- iv. EASY Card Center use and application support for the purse value on transit patrons EASY Cards.
- v. Internal support of finance and EASY Card transactions and reimbursements
- vi. Fare media coding
- vii. Encryption key coding

An initial Transaction Fee in the amount of \$0.001 per use of the EASY Card on the BCT or Palm Tran vehicle for Back Office services shall be retained by MIAMI-DADE. The Transaction Fee shall remain in effect until all Parties agree to modify the Transaction Fee. The Parties agree to meet no earlier than six months from the Phase II Implementation Date of both BROWARD and PALM BEACH to determine whether substantial and significant change in the anticipated transaction volume from use of the EASY Card on BROWARD and PALM BEACH transit vehicles warrant an adjustment in the Transaction Fee. The Parties shall meet again following the completion of the first year following the Phase II Implementation Date of both BROWARD and PALM BEACH and annually thereafter to determine whether substantial and significant change in the anticipated transaction volume from use of the EASY Card on BROWARD and PALM BEACH transit vehicles warrant an adjustment in the Transaction Fee. Any change to the Transaction Fee shall be set forth in an amendment to this Agreement executed by all Parties.

- 2.20 The Parties agree to meet no earlier than six months from the Phase II Implementation Date of both BROWARD and PALM BEACH to determine whether there are any specific costs incurred by SFRTA that are solely attributable to BROWARD and PALM BEACH transit passengers' use of the EASY Card ("Identified SFRTA Costs"). In the event that the Parties agree that there are Identified SFRTA Costs, the Parties shall mutually agree on the method for determining the amount BROWARD and PALM BEACH shall annually reimburse to SFRTA for Identified SFRTA Costs. The annual reimbursement for Identified SFRTA Costs shall be set forth in an amendment to this Agreement executed by all parties.

- 2.21 In the event that a Party shall request MIAMI-DADE to perform either (1) any service or task not explicitly designated in this Agreement; or (2) a service or task included in this Agreement but not designated a cost or method of payment, the requesting Party shall submit a request in writing to MIAMI-DADE. If MIAMI-DADE is agreeable to performing the service or task, MIAMI-DADE shall provide a written estimate for the cost of providing the service or task but shall not proceed to do the work unless written notice to proceed is provided by the requesting Party.
- 2.22 The Parties shall not be subject to any additional costs unless such costs are subject of a written amendment to this Agreement.

### ARTICLE 3

#### TERM

- 3.1 This Agreement shall be effective on the date of proper execution by the Parties to this Agreement and Phase I shall begin upon written notice provided by the Project Manager for BROWARD and PALM BEACH to MIAMI-DADE and SFRTA that the appropriate Fare Devices have been procured and installed on their vehicles ("Phase I Implementation Date"). The Phase I Implementation Date may be different in BROWARD and PALM BEACH as it is dependent on the installation of the Fare Devices on each county's vehicles.
- 3.2 Phase II shall begin upon written notice provided by the Project Manager for BROWARD and PALM BEACH to MIAMI-DADE and SFRTA that BROWARD and PALM BEACH have successfully installed the Fare Devices to the entire BROWARD and PALM BEACH vehicle fleets to enable the vehicles to accept the EASY Card as a method of cashless fare collection on BCT and Palm Tran bus routes ("Phase II Implementation Date"). The Phase II Implementation Date may be different in BROWARD and PALM BEACH as it is dependent on the installation of the Fare Devices on each county's vehicles.
- 3.3 The term of this Agreement shall be five years from the Phase I Implementation Date. In the event that the Phase I Implementation Date for BROWARD and PALM BEACH are different, the earliest Phase I Implementation Date shall be utilized to establish the term of this Agreement. This Agreement may be renewed for an additional five year period provided all Parties agree to the renewal.

### ARTICLE 4

#### GOVERNMENTAL IMMUNITY

Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. All Parties to this agreement are a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

## ARTICLE 5

### INSURANCE

All Parties are entities subject to Section 768.28, Florida Statutes, and all Parties shall exchange written verification of liability protection in accordance with state law prior to final execution of this Agreement.

## ARTICLE 6

### TERMINATION

- 6.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by BROWARD or PALM BEACH in the event that Phase I was not considered a success by either BROWARD or PALM BEACH or in the event that either BROWARD or PALM BEACH does not have adequate funds to proceed to Phase II. Termination for convenience by either BROWARD or PALM BEACH shall be effective on the termination date stated in written notice provided by the Party exercising its right to terminate for convenience, which termination date shall be not less than thirty (30) days after the date of such written notice.
- 6.2 This Agreement may be terminated for cause for reasons including, but not limited to, a Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to properly reimburse invoices, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.
- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 6.4 In the event this Agreement is terminated for convenience, the Parties shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. The Parties acknowledge that they have received good, valuable and sufficient consideration, the receipt and adequacy of which are, hereby acknowledged, for the right to terminate this Agreement for convenience.

## ARTICLE 7

### RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no Party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party and nothing in this Agreement shall be deemed to express an intention to make any Party a partner, agent, or local representative of any other Party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and severable.

## ARTICLE 8

### AUDIT AND ANALYSIS

The Parties agree that all accounting activities undertaken in the operation of the Back Office shall conform to Generally Accepted Accounting Principles (GAAP) in effect upon the date of this Agreement and as may be amended from time to time. All functions of MIAMI-DADE'S Back Office shall be subject to audit and analysis at least annually, with the audit costs thereof to be shared based upon a pro rata share of the number of transactions among all Parties whose fares are collected and recognized by MIAMI-DADE's Back Office.

MIAMI-DADE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of MIAMI-DADE shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, MIAMI-DADE shall make same available at no cost to the requesting PARTY in written form. MIAMI-DADE shall preserve and make available, at reasonable times for examination and audit by the Parties, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of four (4) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or four (4) years, whichever is longer, the books, records, and accounts shall be retained until resolution

of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for the disallowance and recovery of any payment upon such entry. The Parties shall have the right to seek adjustment of revenue recognition and revenue reconciliation based upon the results of any audit by giving written notice to the other Party no later than sixty (60) calendar days after the completion and delivery of any audit. Such notice shall describe the adjustment sought and the grounds therefore. Upon receipt of such notice, the other Party shall have the right to conduct such additional audit or examination as may be necessary to investigate the adjustment sought and shall provide a response in writing, including a tender of any sums agreed to be due as a result of the adjustment, to the other Party no later than ninety (90) calendar days from the date of such notice of adjustment.

## ARTICLE 9 PRIVACY, SECURITY, AND DISASTER RECOVERY

- 9.1 The Parties shall develop a mutually acceptable process and procedure to assure that transit patron's privacy is maintained as permitted by law and that all data security measures address applicable local, state, and federal standards, guidelines, procedures, rules, and laws.
- 9.2 The Parties agree to work cooperatively to assure that the system and all Parties meet all necessary security guidelines for processing of funds and operation of the automated fare collection system, including any associated banking, credit or payment card industry (PCI) standards or local, state or federal standards, guidelines, procedures, rules or laws. The Parties will separately be responsible for the cost of changes in their respective Fare Devices and associated systems. Any costs incurred or required for the purpose of securing, maintained and validated security of MIAMI-DADE's Back Office will be shared between the Parties and shall be pro-rated based upon the volume of transactions of each Party.
- 9.3 The Parties agree to establish a disaster recovery plan that minimizes disruptions for any Party and their transit customers prior to the Phase I Implementation Date.

## ARTICLE 10 DISPUTE RESOLUTION

In the event that a dispute arises between any of the Parties to this Agreement, the impacted Project Managers shall expeditiously undertake, through direct, good faith negotiations, to resolve the dispute. The nature of the dispute shall be documented in

writing by the Party initiating the dispute. If the dispute cannot be resolved by the Project Managers within fifteen (15) business days after completion of the negotiation, the dispute shall be referred to the impacted Transit Directors or Executive Director. If the dispute is not resolved by the Transit Directors or Executive Director within fifteen (15) business days of the dispute being brought to their attention, any impacted Party may pursue any other remedy available under Florida law. Each Party shall continue performance of the respective obligations under this Agreement while matters in dispute are being resolved, unless the Party terminates the Agreement as permitted in Article 7 herein.

ARTICLE 11  
MISCELLANEOUS

- 11.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any party without the prior written consent of the other party to this Agreement.
- 11.2 STATE AND FEDERAL LAWS. The provisions of this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 11.3 NOTICES. Whenever a Party desires to give notice to another Party or Parties, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR BROWARD:

Director, Broward County Transit Division  
1 North University Drive, Suite 3100A  
Plantation, Florida 33324

FOR PALM BEACH:

Executive Director – Palm Tran  
3201 Electronics Way

West Palm Beach, Florida 33407-4618

With Copy to:  
County Attorney  
301 N. Olive Avenue  
West Palm Beach, Florida 33401

FOR SFRTA:

Executive Director  
South Florida Regional Transportation Authority  
800 NW 33 Street  
Pompano Beach, Florida 33064

FOR MIAMI-DADE

- 11.4 PRIOR AGREEMENTS. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. This Agreement does not modify the terms of the Partnership Agreement between MIAMI-DADE and SFRTA and the Participation Agreement shall remain in full force and effect.
- 11.5 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless any Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within thirty (30) days of final court action, including all available appeals. The election to terminate shall be in writing and comply with the provisions of section 12.3 herein and shall be effective upon the termination date stated in the written notice, which termination date shall not be less than 365 days after the date of such written notice.
- 11.6 REPRESENTATIONS AND WARRANTIES. Each of the Parties hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

11.7 JOINT PREPARATION. Each Party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

11.8 INTERPRETATION. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

11.9 THIRD PARTY BENEFICIARIES. The Parties do not intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

11.10 AMENDMENTS. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties or others delegated authority to or otherwise authorized to execute same on their behalf.

11.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be

exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

- 11.12 MULTIPLE ORIGINALS. Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.
- 11.13 FORCE MAJEURE. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.
- 11.14 NON DISCRIMINATION. No Party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

The Parties shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services herein, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

[REMAINDER OF PAGE INTENTIONALLY LEFT 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 Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and MIAMI-DADE COUNTY, signing by and through its \_\_\_\_\_, duly authorized to execute same and PALM BEACH COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized by its Board of County Commissioners to execute same and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, signing by and through its \_\_\_\_\_, duly authorized to execute same and.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

\_\_\_\_\_  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

By Frank Vasquez 6/12/14  
Signature (Date)

By Sharon V. Thorsen 6/12/14  
Senior County Attorney (Date)

\_\_\_\_\_  
Print Name and Title above  
Risk Management Division  
Frank Vasquez

Noel M. Pfeffer 6/12/14  
Deputy County Attorney (Date)

SVT:dmv  
3/31/14  
01/30/14  
transit fare interoperability project  
14-114.00  
Risk Insurance and Contracts

MIAMI-DADE COUNTY

ATTEST:

By: \_\_\_\_\_  
Witness

By: \_\_\_\_\_  
County Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2014

(CORPORATE SEAL)

Approved as to form and legal  
Sufficiency by:

\_\_\_\_\_  
Assistant County Attorney

PALM BEACH COUNTY

ATTEST:

By: \_\_\_\_\_  
County Clerk

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2014

Approved as to form  
and legal sufficiency


\_\_\_\_\_  
County Attorney


Departmental Approval  
By:

\_\_\_\_\_

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

ATTEST:

By:   
\_\_\_\_\_  
Jack L. Stephens  
Executive Director

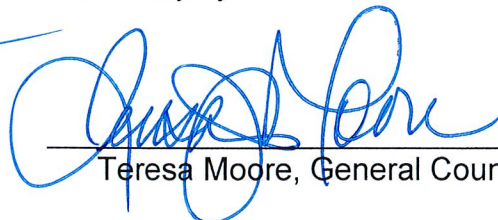
By:   
\_\_\_\_\_  
Steven L. Abrams  
Chair

23<sup>RD</sup> day of May, 2014

(SFRTA CORPORATE SEAL)

Approved as to form and legal  
Sufficiency by:

  
\_\_\_\_\_  
Christopher Bross, Director  
Contracts Administration and Procurement

  
\_\_\_\_\_  
Teresa Moore, General Counsel