

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

for

COMMUNITY BUS SERVICE

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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 "COUNTY,"

and

_____, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY 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 **ADA** - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.
- 1.2 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.3 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.4 **BCT** - The Broward County Transit Division.
- 1.5 **Community Bus Service** - The public transportation service, including Emergency Transportation Service, provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY.
- 1.6 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.

- 1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.9 **Emergency Transportation Service** – The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.
- 1.10 **Revenue Service Hour** – The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.
- 1.11 **Vehicle(s)** - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "D."

ARTICLE 2

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CITY

- 2.1 **ROUTES.** Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.
- 2.2 **USE OF CONTRACTOR.** Community Bus Service may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the CITY in this Agreement.
- 2.3 **ADA.** CITY shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.4 CHANGES IN ROUTES. CITY acknowledges and agrees that it shall not deviate or make changes to the Routes established in Exhibit "A," including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Article 6, and COUNTY shall not compensate CITY for any deviations or changes from the Routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator.

2.5 FARES. If CITY determines a fare to be appropriate, CITY may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, CITY's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare CITY shall:

- (1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and
- (2) CITY shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and
- (3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

2.6 PUBLIC HEARING REQUIREMENTS. CITY, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

- (1) Prior to the implementation or change in fares.
- (2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
- (3) Prior to establishing a new Community Bus Route.
- (4) Prior to discontinuing any Community Bus Route in its entirety.

- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

- (1) A description of the contemplated service or fare change, as appropriate.
- (2) The date, time, and accessible location of the hearing.
- (3) The location and addressee to whom written comments may be sent.
- (4) Criteria for requesting available accommodations and alternative formats.

2.6.1 In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. CITY shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.2 CITY shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(d)(1)(I) within seven (7) calendar days of the public hearing.

2.7 BUS STOPS. It shall be CITY's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this

Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.

- 2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," CITY, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other City that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another city as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.
- 2.10 EMERGENCY RESPONSE PLAN: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.
- 2.11 ON-BOARD SURVEYS. CITY shall allow any on-board surveys and/or inspections as may be requested by COUNTY.
- 2.12 PUBLIC TRANSIT PROVIDER. CITY, as a contracted public transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code, as currently enacted or as may be amended from time to time (Chapter 14-90).
- 2.13 OPERATION.

- 2.13.1 CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). CITY shall utilize every practicable safeguard so as to minimize the discharge of pollutants. CITY shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.
- 2.13.2 CITY shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.
- 2.13.3 CITY shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- 2.13.4 CITY shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; CITY shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.
- 2.13.5 CITY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. CITY shall ensure that all vehicle operators meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.
- 2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide the training at no cost to the CITY; however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certification of Completion.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The CITY must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the CITY needs to have additional employees trained through the County's Operators Training program. The CITY is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 CITY shall at its sole cost and expense:

- a. Provide base of operation for Vehicle(s), operators and Community Bus Service.
- b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise vehicle operators. The vehicle operators' mandatory training shall consist of on-site training as scheduled by Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.
- e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every obligation and responsibility necessary to perform the Community Bus Services.
- f. Carry out operational supervision.
- g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at CITY's sole expense.
- h. Provide a means of communication between supervisors and operators.
- i. Be available for and comply with COUNTY's monitoring and auditing programs.
- j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that CITY utilizes a third party to provide Community Bus Service, a representative from the CITY and a representative from the third party contractor shall attend the meetings.
- k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which

COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.

- l. Respond to Contract Administrator's requests for information in a timely manner.
- m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."
- n. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.
- o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, CITY shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.

2.14 SUSPENSION OF OPERATIONS: CITY may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, CITY shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.

2.15 VEHICLE OPERATORS. CITY shall obtain driving and criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY shall require its vehicle operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking). CITY shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

2.15.1 CITY shall not employ or retain any vehicle operators or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contender regardless of whether adjudication was withheld, for any of the following:

- a. No more than one (1) moving violation in the last three (3) years*.
- b. An at-fault accident in the last three (3) years*.
- c. A Failure to Appear or a Failure to Pay in the last three (3) years*.
- d. A Reckless Driving in the last seven (7) years*.
- e. A Driving Under the Influence (DUI) with the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. A suspension within the last three (3) years*. One suspension for PIP permitted.
- g. A Manslaughter resulting from the operation of a motor vehicle.
- h. A Hit and Run or Hit and Run with Property Damage.
- i. A Reckless Driving causing injury.
- j. A DUI causing injury.
- k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

- 2.15.2 CITY shall provide current copies of the following records of all employees that operate the Vehicle(s) to the BCT Safety Manager, with a copy to Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

- 2.15.3 CITY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, CITY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CITY shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.
- 2.15.4 It shall be CITY's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:
- a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CITY shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.
 - b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.
 - c. Provide full utilization of Vehicle(s) to disabled passengers.
 - d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
 - e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.
 - f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.

- g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. CITY while providing the Community Bus Services shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. CITY agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, CITY agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

CITY agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with

a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

CITY agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. CITY shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. CITY shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."

2.19 ANNOUNCEMENTS. In the event that the Vehicle(s) is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. transfer points with other fixed-routes; and
- b. other major intersections and destination points; and
- c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

2.20.1 CITY shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, relating to charter service.

2.20.2 CITY shall comply with the provisions of 69 U.S.C. 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.

2.21 TEXT TELEPHONE ("TTY"). CITY shall at all times, while providing the Community Bus Service set forth herein, have and maintain a proper working TTY number.

2.22 STANDARDS. CITY shall comply with the following:

- a. CITY, as a contracted public transit provider, shall comply with the all applicable requirements of Chapter 14-90.
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service
- c. Permit inspections, safety and security review by COUNTY and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to the police.
- f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.
- g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.
- h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.

- k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- l. Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- m. The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

- 2.23 DRIVER TRAINING. COUNTY shall provide Florida Commercial Driver Licensed operators hired by CITY or its sub-contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.
- 2.24 SCHEDULING AND ROUTING ASSISTANCE. All requests by CITY for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by CITY and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the CITY upon CITY's request.
- 2.25 TIMETABLES. COUNTY shall print and provide CITY with bus route timetables to inform CITY residents and passengers of the Community Bus Service.

ARTICLE 3

VEHICLES

- 3.1 LEASE. COUNTY shall lease to CITY the wheelchair accessible, passenger Vehicle(s), as described on Exhibit "D" to be used in Community Bus Service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to CITY for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by CITY, CITY at its own cost shall have

the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by CITY.

- 3.2 USE. Vehicle(s) shall be provided by the COUNTY to CITY at least forty-eight (48) hours prior to the onset of the commencement of Community Bus Service and shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). CITY shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.
- 3.3 REPLACEMENT. COUNTY reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of COUNTY. Any replacement of Vehicle(s) may be authorized by the Contract Administrator. In the event that a Vehicle(s) is replaced, Exhibit "D" shall be updated by the Contract Administrator. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.
- 3.4 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.
- 3.5 SPARE VEHICLE(S). COUNTY, in its sole discretion, acting through its Contract Administrator may provide spare Vehicle(s) for use by the CITY to perform Community Bus Service. In the event that spare Vehicle(s) are leased to the CITY, Exhibit "D" shall be updated by the Contract Administrator to include the spare Vehicle(s). CITY's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.
- 3.6 INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the CITY's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify CITY as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by CITY and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At

COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

- 3.7 PRE-TRIP AND POST-TRIP INSPECTIONS. CITY shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". CITY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. CITY shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.
- 3.8 INSPECTION AND MAINTENANCE RECORDS. CITY shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. CITY shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the CITY during the term of this Agreement. CITY shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.
- 3.9 MAINTENANCE AND REPAIR. CITY shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. CITY shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.
- 3.9.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, CITY shall notify Contract Administrator in writing, and include the reason for the delay. CITY must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Bus Service for more than ten (10) business days.

- 3.9.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). CITY shall maintain the Vehicles in compliance with BCT's and manufacturer's standards for preventive maintenance. CITY shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.
- 3.9.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by CITY at CITY's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed Two Thousand Dollars (\$2,000.00).
- 3.9.4 CITY shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.9.5 CITY shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.
- 3.10 SIGNAGE AND ADVERTISING. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:
- Above or beside the passenger entrance door(s)
 - On the exterior rear of the vehicle
 - On the exterior front of the vehicle
 - On the interior of the vehicle above the front windshield
- 3.10.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.
- 3.10.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA-compliant Route identification sign shall be displayed on the curb side of Vehicle(s) at all times.
- 3.10.3 CITY shall maintain all interior signs placed by COUNTY.

- 3.10.4 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.
- 3.10.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.
- 3.11 DAILY CLEANING. CITY shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:
- Exterior Wash
 - Interior windows cleaned
 - Mopping of non-carpeted floors with clean water and appropriate cleaning solution
 - Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
 - Vacuuming of upholstered seats
 - Pest control
 - Wiping down of all hand rails with clean water and appropriate cleaning solution
 - Refuse, newspapers and other recyclable material remaining on board shall become the property of the CITY. However, items found that are the belongings of customers shall be maintained and made available consistent with CITY's Lost and Found Policy which policy shall comply with Florida law. CITY's Lost and Found Policy must be approved by the Contract Administrator.
- 3.12 TITLE. Title to the Vehicle(s) shall remain in COUNTY at all times, and the CITY shall have no right, title or interest in the Buses except the possessory rights expressly set forth in this Agreement. Any act of CITY purporting to create any claim, lien, or encumbrance shall be void. CITY agrees at all times to keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at their expense, protect and defend COUNTY's title to the buses and COUNTY's right of possession against all others. CITY shall redeliver the Vehicle(s) to COUNTY free of any liens, claims or encumbrances resulting from

CITY's use of the Vehicle(s). CITY shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicle(s) that CITY has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of whatsoever kind.

3.13 ANNUAL REGISTRATION. The annual registration of the Vehicle(s) will be processed by the COUNTY and the costs of such registrations will be paid by the COUNTY.

3.14 INSTALLATION OF EQUIPMENT. COUNTY may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at CITY facilities. CITY agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).

3.14.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation and training shall be at COUNTY's expense. COUNTY shall be responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

3.14.2 Delivery and Installation of AVL/MDC Equipment: COUNTY shall provide CITY with no less than ten (10) calendar days prior notice of the date the AVL/MDC Equipment shall be installed in Vehicle(s) and CITY shall make the Vehicle(s) available on the date established by COUNTY. COUNTY will install, or cause to be installed, the AVL/MDC Equipment at a site to be determined by COUNTY. At the time of installation of the AVL/MDC Equipment into Vehicle(s), COUNTY shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment installed in each vehicle and at any CITY facility. CITY shall sign the document acknowledging receipt of the AVL/MDC equipment. CITY agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.14.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide CITY with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by CITY to the designated representative of COUNTY during service hours. Upon

receiving such inquiries or trouble reports, COUNTY shall either offer advice or propose possible solutions based on its preliminary appraisal of CITY's description of the problem, or arrange for assistance from a maintenance service representative.

COUNTY shall pay for routine maintenance; provided, however, that CITY shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

- a. Use of the AVL/MDC Equipment or any component thereof in other than the manner for which it was installed.
- b. Damage to the AVL/MDC Equipment by CITY, its employees, agents, or third parties.
- c. Modification of the installed AVL/MDC Equipment by CITY which was not authorized by COUNTY.
- d. Maintenance performed by CITY without the authorization of COUNTY.

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. CITY shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing CITY to perform maintenance or repair service.

3.14.4 Risk of Loss: CITY shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.

3.14.5 Restrictions: The following restrictions shall apply to CITY's use of the AVL/MDC Equipment:

- a. CITY shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of CITY purporting to create such a claim, lien, or encumbrance shall be void.

- b. CITY shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.
- c. CITY shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.
- d. CITY shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.
- e. CITY shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.

3.14.6 Reservation of Title: This Agreement does not provide CITY with title or ownership of the AVL/MDC Equipment, but only a right of limited use for the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.

3.14.7 Training: COUNTY shall provide CITY's employees with initial training in the operation of AVL/MDC Equipment at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training. COUNTY may provide additional training to CITY's personnel at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

3.14.8 CITY shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.

3.15 DAMAGE. CITY shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of CITY, and any and all damage shall be repaired at the sole cost and expense of CITY. CITY shall provide the Public Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4 COMPLAINTS

4.1 COUNTY shall provide CITY with signs that include COUNTY's Customer

Service Center contact information. CITY shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CITY shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding CITY's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the CITY upon receipt.

- 4.1.1 Upon the receipt of any complaint, from whatever source, CITY shall conduct the necessary investigation and respond in writing to each complainant. CITY shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.
- 4.2 COUNTY shall provide CITY with COUNTY's formally adopted Title VI Notice and Complaint procedures. The CITY shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. CITY shall display the Title VI Notice conspicuously on each Vehicle. In the event that CITY shall receive any Title VI complaints, the CITY shall forward the complaint to the Broward County Transit Division Compliance Manager.
- 4.3 CITY shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.
- 4.4 At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

ARTICLE 5

TERM AND TIME OF PERFORMANCE

- 5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator 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.

- 5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 5.3 In the event services are scheduled to end due to the expiration of this Agreement, the CITY agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. CITY shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CITY of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

ARTICLE 6

FINANCIAL ASSISTANCE

- 6.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by CITY ("Financial Assistance"). CITY shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay CITY, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.
- 6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.
- 6.1.2 Following the termination of this Agreement for any reason, CITY shall return to COUNTY any Financial Assistance paid in advance to CITY for any Revenue Service Hour that were not actually performed by CITY. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by CITY prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid.

CITY shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to CITY at:

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

7.1 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. CITY is 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.

7.2 In the event that City contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8

INSURANCE

- 8.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.
- 8.2 In the event that CITY contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:
 - 8.2.1 INSURANCE: CITY's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.

- 8.2.1 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 8.2.2 The foregoing requirements represent minimum coverages that shall be contained in CITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to CITY's standard requirements for the Project.

ARTICLE 9

TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida

Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 9.3 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.
- 9.4 In the event this Agreement is terminated for convenience, CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CITY, for COUNTY's right to terminate this Agreement for convenience.
- 9.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.
- 9.6 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle(s) leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the Vehicle(s) to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the Vehicle(s) to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle(s) for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle(s) for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle(s) prior to COUNTY's acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the Vehicle(s), to conduct additional inspections of the Vehicle(s) and notify CITY of any additional damage or defects to the Vehicle(s). In the event the COUNTY should determine that the Vehicle(s) is not in the same condition as it was when delivered to CITY, normal wear and tear excepted, COUNTY will notify CITY in writing and include relevant inspection reports, studies and any other documentation that support such findings. CITY shall be responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to CITY's use of the Vehicle(s). In the event that CITY fails to make any repairs or remedy any

deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and CITY shall be responsible for all of COUNTY's costs. CITY shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

EEO COMPLIANCE

- 10.1 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. CITY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY 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 in violation of Chapter 16½, Broward County Code of Ordinances. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to prevent discrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this

Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 11

TITLE VI

By execution of this Agreement, CITY, as a subrecipient of FTA financial assistance, adopts Exhibit "H" as their Title VI Program. CITY shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. CITY shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. CITY shall permit COUNTY to monitor CITY for Title VI compliance in accordance with the Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

ARTICLE 12

MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of the COUNTY pursuant to Section

119.0701, Florida Statutes, CITY shall:

- 12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its subcontractors 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, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, 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 three (3) 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 three (3) 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 COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends 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.

12.7 NOTICES

Whenever either Party desires to give notice to the other, 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 COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR CITY:

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or

encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

12.12 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 COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting 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.

12.14 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.

12.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

12.16 LAW, 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

12.17 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 Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

12.18 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.

12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" are incorporated into and made a part of this Agreement.

12.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.22 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.

(The remainder of this page is 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 County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____, and CITY OF _____, signing by and through its _____, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By _____
County Administrator

_____ day of _____, 20____

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

Insurance requirements
approved by Broward County
Risk Management Division

By _____
Signature (Date)

By _____
Sharon V. Thorsen (Date)
SeniorAssistant County Attorney

Print Name and Title above

SVT:dmv
Community Bus Form 2014.doc
07/30/14
07/17/14
14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF _____ FOR
COMMUNITY BUS SERVICE

CITY:

ATTEST:

City Clerk

(CORPORATE SEAL)

CITY OF

By: _____
City Manager

____ day of _____, 20____.

APPROVED AS TO FORM:

By: _____
City Attorney

EXHIBIT “A”

Routes – Schedules & Maps

EXHIBIT “B”

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - (i) The dangers of drug abuse in the workplace;
 - (ii) The offeror's policy of maintaining a drug-free workplace;
 - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
 - (i) Taking appropriate personnel action against such employee, up to and including termination; or
 - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20____,

by _____
(Name of person who's signature is being notarized)

as _____ of _____
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced

(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

EXHIBIT “C”

SCHEDULE OF REPORTS

EXHIBIT "C"

<u>Report</u>	<u>Details</u>	<u>Frequency</u>	<u>Due</u>
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityBusReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator.

The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator.

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

EXHIBIT “D”

VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY

EXHIBIT “E”

PRE & POST TRIP INSPECTIONS INFORMATION

OPERATORS' BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____
BUS NO.: _____ RUN NO.: _____

[illegible]

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX.

OK

OTHER ITEMS

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES:

OPERATOR'S BUS DEFECT REPORT

NAME _____ DATE _____

BUS#				RUN#	
FIRE EXT.	NONE	AC/HEAT	NO AC	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRES	LEAKS L/R
	LOOSE		FOOT		DAMAGED/WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WINDOWS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WCHR.	OTHER	STEER.	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOME		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FAREBOX		SENSITIVE EDGE		INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT X IN OK BOX.

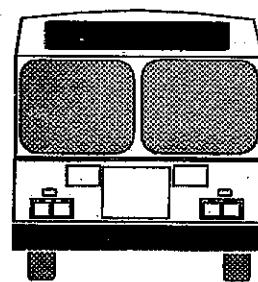
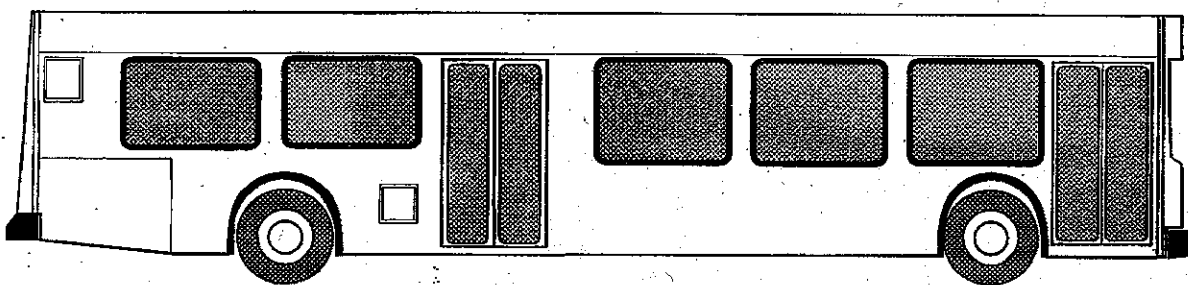
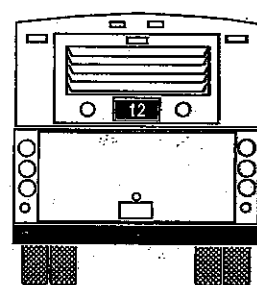
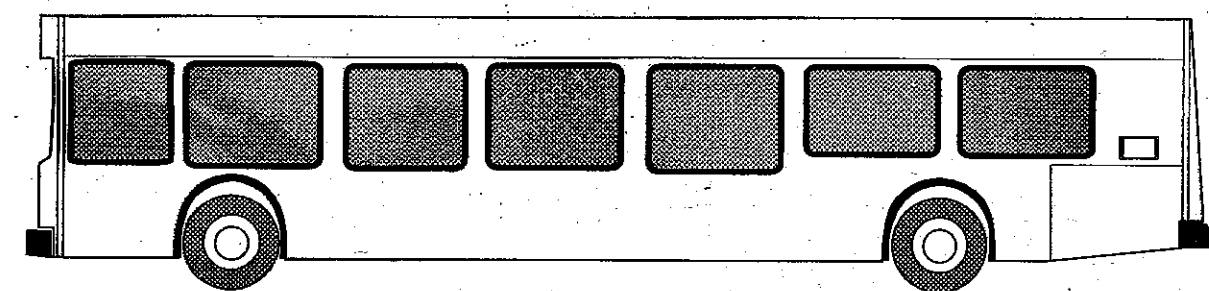
OTHER ITEMS

O.K.

	ACCELERATOR PEDAL		DIRTY OUTSIDE		ROOF HATCH
	INSECTS		DIRTY INSIDE		GRAB RAIL
	PASSENGER SIGNAL		GRAFFITI		STEPS—FRONT/REAR
	COMPART. DOORS		HORN		VISOR
	FLOOR MAT		NO TRIANGLES		NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES:



**MARK AREAS
OF BODY
DAMAGE
ON THE BUS
ILLUSTRATION**

EXHIBIT “F”

REVENUE SERVICE HOURS & INVOICE

EXHIBIT “G”

INSURANCE CERTIFICATE

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
COMMERCIAL GENERAL LIABILITY Broad form or equivalent <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
EXCESS/UMBRELLA LIABILITY <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorsement is required		
<input checked="" type="checkbox"/> WORKERS' COMPENSATION <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	Chapter 440 FS	STATUTORY	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)	\$ 500 k	
<input type="checkbox"/> PROFESSIONAL LIABILITY (E & O)	(each accident)		
	Extended coverage period		
<input type="checkbox"/> BUILDER'S RISK (PROPERTY) "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value form
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE	\$10 k	Completed Value form
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES REFERENCE: Community Bus Service- BCT			
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Moji Oderinde- BCT			

EXHIBIT “H”

TITLE VI

EXHIBIT “H”

City of _____ Title VI Program

Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal financial assistance, CITY, without regard to race, color, or national origin, operate and plan for transit services so that: transit benefits and services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision-making process are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary.

This Title VI Program for the CITY, a subrecipient of the COUNTY, was prepared in accordance with the requirements specified in the Federal Transit Administration (FTA), Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” dated October 2, 2012.

Title VI Notice and Complaint Procedures

All subrecipients use the COUNTY’S adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as followed:

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (954)357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive Suite 3100A Plantation, Florida 33324.

Title VI Investigations, Complaints and Lawsuits

The CITY has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with COUNTY procedures.

Public Participation and Language Assistance Plans

The CITY shall in the absence of their own plans use the COUNTY’S Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

Planning or Advisory Boards

The CITY does not currently have a transit specific non-elected planning or advisory board as described in FTA Circular 4702.1B Chapter III Sec 10. If such entities are created, the CITY will provide the COUNTY with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

Monitoring Subrecipients

The CITY is monitored by our primary recipient, the COUNTY. The monitoring process outlined by the COUNTY includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Bus meetings.

Facility Equity Analysis

The CITY does not have plans to build any maintenance or operations facilities that require Title VI analysis under FTA Circular 4702.1B Chapter III Sec. 13. If plans are created the CITY will collaborate with the COUNTY to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

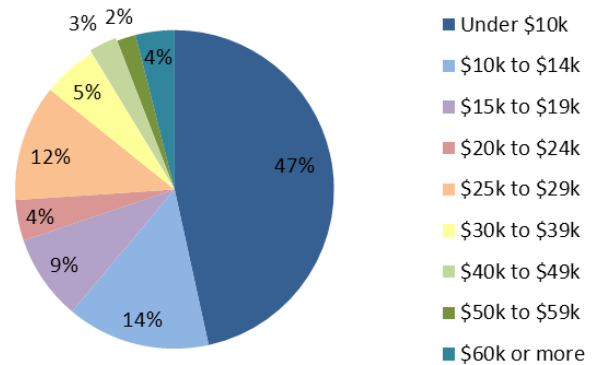
Service Standards

The CITY in agreement with the COUNTY will use the following service standards for community bus service. The CITY will collaborate with COUNTY to monitor service standards as necessary per FTA Circular 4702.1B.

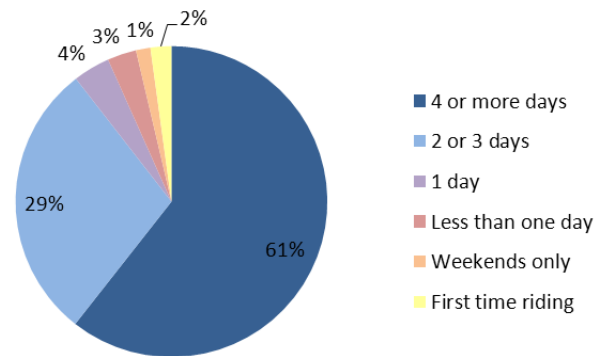
Type	Standard Description
Vehicle Load	1.25 capacity ratio for all vehicles.
Vehicle Headway	75 minute average headway all day.
On-Time Performance	80% On-Time Performance is expected of community bus routes. On-time is

	defined based on departures of 1 minute early to 5 minutes late.
Service Availability	Community bus routes operate to complement COUNTY local, breeze, express, and paratransit services. To the greatest extent possible community bus will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Bus stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold that cannot be addressed through additional service will be leased larger vehicles. The COUNTY is generally responsible for the procurement and replacement of transit vehicles.

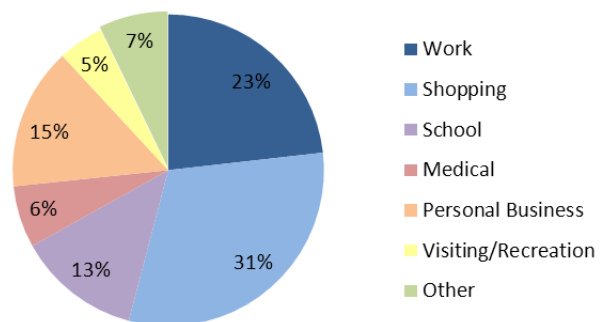
Annual Household Income



Frequency of Use



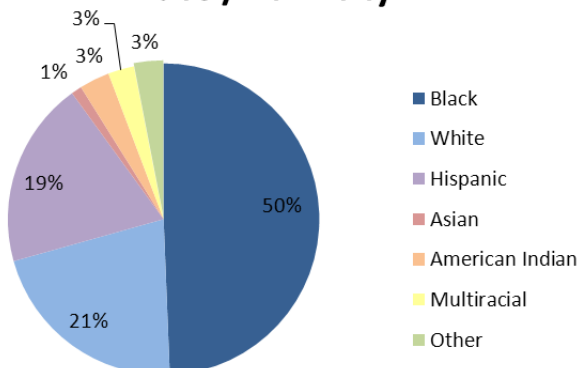
Trip Purpose



Community Bus Service Demographics

As a component of BCT's *Broward Connected* 10 Year Transit Development Plan (TDP), on-board surveys were conducted in March 2013 from randomly selected community bus trips. The charts below characterize the demographics of the entire community bus system. The CITY supports the COUNTY'S initiative to conduct on-board surveys every 5-years during the TDP process and understands that additional surveys are encouraged prior to a major service or fare change.

Race / Ethnicity



Age

