

Orig. 6

RESOLUTION NO. 2015- 392

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE INCLUDING CAPITAL ASSISTANCE FOR VEHICLE LEASE; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a First Amendment to the Interlocal Agreement between Broward County and the City of Pompano Beach for Community Bus Service Including Capital Assistance for Vehicle Lease, a copy of which Amendment is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Amendment between Broward County and the City of Pompano Beach.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 8<sup>th</sup> day of September, 2015.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

COMMUNITY BUS SERVICE

CAPITAL ASSISTANCE FOR VEHICLE LEASE

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

COMMUNITY BUS SERVICE

CAPITAL ASSISTANCE FOR VEHICLE LEASE

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

and

CITY OF POMPANO BEACH, a municipal corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "CITY," collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties entered into an Interlocal Agreement for Community Bus Service, Capital Assistance for Vehicle Lease dated September 30, 2014; and

WHEREAS, the Federal Transit Administration ("FTA") has directed COUNTY to include additional federal requirements into the agreements for capital assistance; and

WHEREAS, the Parties desire to modify the Agreement to include the federal requirements as directed by the FTA; and

WHEREAS, this First Amendment is reasonable and necessary and in the best interest of the public; NOW, THEREFORE,

In consideration of the mutual terms and conditions, promises, and covenants set forth herein, the Parties agree as follows:

1. The above recitals are true and correct and are incorporated herein as if set forth in full hereunder.

2. Article 2, "Scope of Services," is amended as follows:

...

- 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.

CITY shall require third party contractors to comply with the requirements of 49 U.S.C. Section 5333(b) and implementing guidelines, Section 5333(b), Federal Transit Law, 29 C.F.R. Part 215, relating to public transportation employees.

- 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.

CITY shall require third party contractors, providing services involving animals, to comply with the Animal Welfare Act, 7 U.S.C Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R Subchapter A, Parts 1, 2, 3, and 4, relating to protection of animals.

3. Article 12, "Miscellaneous," is amended as follows:

...

#### 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" and "I" are incorporated into and made a part of this Agreement.

...

4. Except as provided for in the First Amendment, the terms and conditions set forth in the Agreement shall remain in force and effect.
5. The First Amendment shall be effective upon full execution by the Parties.
6. The First Amendment may be fully executed in multiple copies by the Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

Words in ~~struck through~~ type are deletions from existing text.

Words in underscored type are additions to existing text

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 23rd day of September, 2014, and CITY OF POMPANO BEACH, signing by and through its Mayor, duly authorized to execute same.

COUNTY



BROWARD COUNTY, by and through  
Its County Administrator

By [Signature]  
County Administrator

24<sup>th</sup> day of September, 2015

Insurance requirements  
approved by Broward County  
Risk Management Division

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

By [Signature] 9/22/15  
Risk Management Division (Date)

Jacqueline A. Binns

Print Name and Title above

Contracts Manager

By [Signature] 9/22/15  
Angela J. Wallace (Date)  
Deputy County Attorney

AJW  
1<sup>st</sup> Amendment - PompanoBeachCommunityBusServiceLLA – Capital Assistance for Vehicle Lease  
07/13/15  
14-114.05

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE CAPITAL ASSISTANCE FOR VEHICLE LEASE.

CITY:

Witnesses:

CITY OF POMPANO BEACH

Sandra M. Morway  
Shelly R. Bartholomew

By: [Signature]  
Lamar Fisher, Mayor  
By: [Signature]  
Dennis W. Beach, City Manager

ATTEST:

[Signature]  
Asceleta Hammond, City Clerk

(SEAL)

APPROVED AS TO FORM:

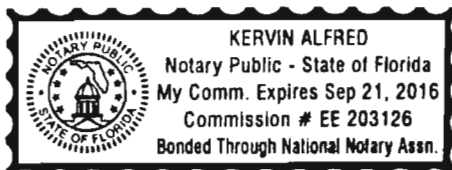
By: [Signature]  
City Attorney

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of Sept., 2015 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH**, as City Manager, and **ASCELETA HAMMOND**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]  
\_NOTARY PUBLIC, STATE OF FLORIDA  
Kervin Alfred  
(Name of Acknowledger Typed, Printed or Stamped)



Commission Number



Federal Transit Administration (FTA)  
United States Department of Transportation (USDOT)  
Funding Supplement

Broward County Board of  
County Commissioners  
TRANSPORTATION  
DEPARTMENT –  
TRANSIT DIVISION

**Table of Contents**

<b>AUTHORITY .....</b>	<b>4</b>
<b>DEFINITIONS .....</b>	<b>4</b>
<b>FURTHER INFORMATION.....</b>	<b>4</b>
<b>PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS.....</b>	<b>5</b>
1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.....	5
2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.....	5
3. FEDERAL CHANGES.....	5
4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.....	6
5. ACCESS TO RECORDS AND REPORTS .....	6
6. CIVIL RIGHTS REQUIREMENTS .....	7
7. DISADVANTAGED BUSINESS ENTERPRISE (DBE).....	8
8. CONTRACT COMPLIANCE MONITORING.....	12
9. ENERGY CONSERVATION.....	13
10. TERMINATION.....	13
<b>PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL.....</b>	<b>15</b>
11. RECYCLED PRODUCTS .....	15
12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION .....	15
13. BUY AMERICA .....	15
14. RESOLUTION OF DISPUTES.....	15
15. LOBBYING .....	16
16. CLEAN AIR.....	16
17. CLEAN WATER REQUIREMENTS .....	17
18. BONDING REQUIREMENTS .....	17
19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS.....	17
20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT .....	25
21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS .....	26
22. FLY AMERICA.....	28
23. CARGO PREFERENCE .....	28
24. DRUG AND ALCOHOL TESTING .....	29
25. PATENT AND RIGHTS IN DATA.....	29
26. PRIVACY ACT.....	32



27.	CHARTER BUS .....	33
28.	SCHOOL BUS REQUIREMENTS .....	33
29.	BUS TESTING .....	33
30.	PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS .....	34
31.	SEISMIC SAFETY .....	34
32.	TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION .....	35
33.	NATIONAL ITS ARCHITECTURE .....	35
34.	ACCESS FOR INDIVIDUALS WITH DISABILITIES .....	35
<b>EXHIBIT 1: Letter of Intent.....</b>		<b>37</b>
<b>EXHIBIT 2: Application for Evaluation of Good Faith Effort.....</b>		<b>38</b>
<b>EXHIBIT 3: Monthly DBE Utilization Report .....</b>		<b>39</b>
<b>EXHIBIT 4: Final DBE Utilization Report .....</b>		<b>40</b>
<b>EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement) Certification .....</b>		<b>41</b>
<b>EXHIBIT 6: Buy America Certification .....</b>		<b>42</b>
<b>EXHIBIT 7: Restrictions On Lobbying Certification .....</b>		<b>43</b>
<b>EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification .....</b>		<b>44</b>
<b>EXHIBIT 9: Bus Testing Compliance Certification .....</b>		<b>45</b>
<b>EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification .....</b>		<b>46</b>
<b>EXHIBIT 11: Transit Vehicle Manufacturer (Tvm) Certification of Compliance with Sub Part D, Part 26 .....</b>		<b>47</b>

---

**AUTHORITY**

This solicitation, purchase order, or Contract (all of which shall be referred to hereinafter as the "Contract" or "underlying Contract") is funded in part by funds received from the Federal Transit Administration (FTA) of the United States Department of Transportation. The award of this Contract is subject to the requirements of financial assistance agreements between Broward County, a political subdivision of the state of Florida (hereinafter referred to as "COUNTY"), and the United States Department of Transportation (USDOT). This Contract is subject to the conditions herein and which are set forth in greater detail in 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"; Federal Transit Administration (FTA) Circular 4220.1F, "Third Party Contracting Guidance," as may be amended from time to time; and other laws and regulations governing procurement activities for Broward County programs and projects. Conditions imposed by the FTA are also described in Appendix A to FTA's "Best Practices Procurement Manual," available at:

[http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants\\_financing\\_6195.html](http://www.fta.dot.gov/funding/thirdpartyprocurement/bppm/grants_financing_6195.html).

References to the Code of Federal Regulations (CFR) website are available at: <http://www.gpoaccess.gov/cfr/index.html>.

---

**DEFINITIONS**

As used in this document, "Board" means the Broward County Board of County Commissioners." Contract" means any binding agreement, regardless of how called, for the procurement or disposal of supplies, services, or construction awarded by any officer or agency of COUNTY. "CONTRACTOR" means the person, firm, or corporation or business entity that enters into a Contract with COUNTY and includes all partners and all joint ventures of such person with whom COUNTY has contracted and who is responsible for the acceptable performance of the work and for the payment of all legal debts pertaining to the work. "Subcontractor" means a person, firm or corporation or combination thereof having a direct Contract with CONTRACTOR for all or any portion of the work or who furnishes material worked into a special design according to the plans and specifications for such work, but not those who merely furnish equipment or materials required by the plans and specifications.

---

**FURTHER INFORMATION**

If you have any questions or need clarification as to the applicability of any term, condition, or requirement as contained in Part A, General Conditions – Applicable to All Contracts, and Part B, Additional Requirements – Conditional, of this Contract, contact Dianne DeLyons Shuler, Compliance Manager, Broward County Transit Division, at 954-357-8481, or by email: [dshuler@broward.org](mailto:dshuler@broward.org)

---

**PART A: GENERAL CONDITIONS – APPLICABLE TO ALL CONTRACTS****1. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES.**

- a) COUNTY and CONTRACTOR acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to COUNTY, CONTRACTOR, or any other party (whether or not a party to that Contract) pertaining to any matter resulting from the underlying Contract.
- b) CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the Subcontractor who will be subject to its provisions.

**2. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.**

- a) CONTRACTOR acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA-assisted project for which this Contract work is being performed. In addition to other penalties that may be applicable, CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on CONTRACTOR to the extent the Federal Government deems appropriate.
- b) CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a Contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on CONTRACTOR, to the extent the Federal Government deems appropriate.
- c) CONTRACTOR agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the Subcontractor who will be subject to the provisions.

**3. FEDERAL CHANGES.**

CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between COUNTY and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. CONTRACTOR's failure to so comply shall constitute a material breach of this Contract. CONTRACTOR agrees to include this language in each Subcontract financed in whole or in part with Federal assistance provided by FTA.

**4. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.**

The provisions contained in this FTA/USDOT Funding Supplement include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, and as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Broward County requests which would cause the COUNTY to be in violation of the FTA terms and conditions. CONTRACTOR agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA.

**5. ACCESS TO RECORDS AND REPORTS**

- a) CONTRACTOR agrees to provide COUNTY, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any Project Management Oversight ("PMO") CONTRACTOR access to CONTRACTOR's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
- b) In the event that COUNTY, which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a), enters into a Contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, CONTRACTOR shall make available records related to the Contract to COUNTY, the Secretary of Transportation and the Comptroller General or any authorized officer, agent, or employee of any of them for the purposes of conducting an audit and inspection.

- c) CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- d) CONTRACTOR agrees to maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until COUNTY, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

## **6. CIVIL RIGHTS REQUIREMENTS**

- a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, CONTRACTOR agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b) Equal Employment Opportunity
  - (1) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq. (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. CONTRACTOR agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

- (2) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- (3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.
- c) CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

#### **7. DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

- a) This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs.
- b) The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of Contract, which may result in the termination of the Contract or such other remedy as COUNTY may deem appropriate. Each subcontract the CONTRACTOR signs with a Subcontractor must include the assurance in this paragraph.
- c) The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally-funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal COUNTY would expect DBEs to achieve in the absence of discrimination.
- d) Since this project is funded in part using federal funds, it is the policy of the Broward County Office of Economic and Small Business Development to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded maximum opportunity to receive and participate as Subcontractors and suppliers on all Contracts awarded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.



- e) COUNTY fully supports the Federal government's Disadvantaged Business Enterprises Program.
- i. The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which the COUNTY obtains contractors. In this regard, the COUNTY has established DBE participation goals, and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.

The Office of Economic and Small Business Development will review all forms to determine bidders'/proposers' responsibility:

1. Letter of Intent to Utilize a DBE Subcontractor/Subconsultant – Exhibit 1.
2. DBE Good Faith Effort Evaluation Report, only required if goals were not met – Exhibit 2.

These forms are included herein as Exhibits 1 and 2. **All forms may be downloaded from the Small Business Development Division website.**  
<http://www.broward.org/ECONDEV/SMALLBUSINESS/Pages/compliance.aspx>

**IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS (NO DBE NUMERICAL PARTICIPATION GOAL), EACH BIDDER/RESPONDER IS STRONGLY ENCOURAGED TO SUBMIT THE FORMS SET FORTH ABOVE PRIOR TO AWARD OF YOUR BID, OFFER, OR PROPOSAL.**

**Letter of Intent (Exhibit 1):** Letter of Intent must be executed by the Bidder and countersigned by all DBE Subcontractors.

Each DBE listed on the Letter of Intent must be certified prior to bid opening as DBE in order to be eligible for award.

For further information regarding DBE submittals, contact the Office of Economic and Small Business Development Division at (954) 357-6400.

**Application for Evaluation of Good Faith Effort (Exhibit 2):** Bidder that submits an **Application for Evaluation of Good Faith Effort**, Exhibit 2, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, if Bidder wishes to remain eligible for award.

Reasonable efforts as determined by the Office of Economic and Small Business Development to meet the DBE Participation goals may include, but are not limited to:



- Attendance at any scheduled pre-bid meeting concerning DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media.
- Timely notification of minority business or CONTRACTOR groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to DBE firms.
- Efforts to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
- Efforts to provide DBEs that need assistance in obtaining bonding or insurance required by the Bidder or COUNTY.
- A report submitted by the Bidder to the Small Business Development Division prior to award explaining the Bidder's efforts to obtain DBE participation. The report shall include the following:
  - A detailed statement of the timely efforts made to negotiate with DBEs including, at a minimum, the names, addresses and telephone numbers of DBEs who were invited to bid or otherwise contacted;
  - A description of the information provided to DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional Contracts with DBE, if needed to meet the stated goal, were not reached.
  - A detailed statement of the efforts made to select portions of the work proposed to be performed by DBE in order to increase the likelihood of achieving the stated goal.
  - As to each DBE that bids on a subcontract but declared "unqualified" by the Bidder, a detailed statement of the reasons for the Bidder's conclusion.
  - As to each DBE invited to bid, but the Bidder considers to be unavailable because of a lack of bid response or submission of a bid which was not the low responsible bid, an Unavailability of DBE Certificate signed by the Bidder.

For the purposes of goal achievement, the COUNTY requires the successful Bidder to use firms certified as DBEs in accordance with Federal Guidelines.

The Florida Department of Transportation (FDOT) maintains a directory of certified DBE firms that are eligible to participate on DBE contracts within the state of Florida.

A listing of these DBEs can be viewed at the following Unified Certification Program (UCP) Website:  
<https://www3.dot.state.fl.us/EqualOpportunityOffice/biznet/mainmenu.asp>  
**IF DBE PARTICIPATION HAS BEEN TARGETED THROUGH RACE-NEUTRAL MEANS, THE FORMS SET FORTH ABOVE NEED NOT BE SUBMITTED.**

For purposes of this section, the term, "DBE Race-Neutral Participation," means the Office of Economic and Small Business Development Division (OESBD) has determined that because federal funds are available for this project, DBE participation has been targeted through the use of RACE-NEUTRAL means. Race-Neutral does not mean that no efforts are made to facilitate DBE participation. Race-Neutral DBE participation occurs when a DBE wins a contract or subcontract that was not assigned numerical DBE goals, or when the DBE status was not considered in making the award. Some-examples of Race-Neutral means can be found in 49 CFR 26.51.

Although there are no numerical goals assigned to DBE race-neutral participation projects, bidders/responders are highly encouraged to utilize the services of DBE-certified firms as much as possible.

- f) CONTRACTOR agrees that throughout the term of this Contract, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent)** shall remain at least at the percentage levels set forth therein.
- g) CONTRACTOR shall pay its Subcontractors and suppliers within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment from the COUNTY for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its Subcontractors or suppliers, that it will release such retainage and pay same within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract following receipt of payment of retained amounts from COUNTY, or within ten (10) days for a construction Contract or within thirty (30) days for a non-construction Contract after the Subcontractor has satisfactorily completed its work, whichever shall first occur.
- h) CONTRACTOR agrees that nonpayment of a Subcontractor or supplier shall be a material breach of this Contract and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such Subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its Subcontractor or supplier.
- i) CONTRACTOR agrees to complete and submit a monthly report to the Office of Economic and Small Business Development, with copy to the using department project manager, on DBE participation, which should contain a record of payments made to its DBE Subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 3 – Monthly DBE Utilization Report**.

- j) CONTRACTOR agrees to complete and submit a Final Monthly DBE Participation Report containing the total amount paid to its DBE Subcontractors. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 4- Final Monthly DBE Utilization Report**.
- k) CONTRACTOR shall certify to COUNTY the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at Contract award.
- l) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the Contract, and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the Contract have been met, notwithstanding any other provisions of this Contract, shall be cause for COUNTY to withhold further payments under the Contract until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the Contract, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- m) If CONTRACTOR fails to comply with the requirements herein, COUNTY shall have the right to exercise any right or remedy provided in the Contract or under applicable law, with all such rights and remedies being cumulative.
- n) CONTRACTOR shall not terminate a DBE subcontract for convenience and then perform the work with its own forces or its affiliate without the COUNTY's prior written consent. CONTRACTOR shall inform COUNTY immediately when a DBE firm is not able to perform or if CONTRACTOR believes the DBE firm should be replaced for any other reason, so that the Office of Economic and Small Business Development may review and verify the good faith efforts of CONTRACTOR to substitute the DBE firm with another DBE firm. Whenever a DBE firm is terminated for any reason, including cause, CONTRACTOR shall make good faith efforts to find another DBE firm to perform the work required of the original DBE firm.

#### **8. CONTRACT COMPLIANCE MONITORING.**

- a) Compliance monitoring is conducted to determine if CONTRACTOR and/or Subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulation, 49 CFR Part 26.

- b) Contract compliance will encompass monitoring for Contract dollar achievement and DBE CONTRACTOR utilization. The Office of Economic and Small Business Development staff will have the authority to audit and monitor all Contracts and Contract-related documents related to COUNTY projects. The requirements of the DBE Program are applicable to all CONTRACTORS, general CONTRACTORS, and Subcontractors.
- c) CONTRACTOR shall be responsible for ensuring proper documentation with regard to its utilization and payment of DBE Subcontractors.

#### **9. ENERGY CONSERVATION**

CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. CONTRACTOR further agrees to include this provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

#### **10. TERMINATION.**

This Contract may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Contract 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 Contract 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 or safety. The parties agree that 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.

This Contract may be terminated for cause for reasons including, but not limited to, CONTRACTOR'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 Contract. This Contract may also be terminated by the Board:

Upon the disqualification of CONTRACTOR as a DBE by COUNTY's Director of the Office of Economic and Small Business Development Division if CONTRACTOR's status as a DBE was a factor in the award of this Agreement and such status was misrepresented by CONTRACTOR;

Upon the disqualification of CONTRACTOR by COUNTY's Director of the Office of Economic and Small Business Development due to fraud,

misrepresentation, or material misstatement by CONTRACTOR in the course of obtaining this Contract or attempting to meet the DBE contractual obligations;

Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if any such participant's status as a DBE firm was a factor in the award of this Contract and such status was misrepresented by CONTRACTOR or such participant;

a. Upon the disqualification of one or more of CONTRACTOR's DBE participants by COUNTY's Director of the Office of Economic and Small Business Development if such DBE participant attempted to meet its DBE contractual obligations through fraud, misrepresentation, or material misstatement; or

b. If CONTRACTOR is determined by COUNTY's Director the Office of Economic and Small Business Development to have been knowingly involved in any fraud, misrepresentation, or material misstatement concerning the DBE status of its disqualified DBE participant.

Notice of termination shall be provided in writing 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 the event this Contract is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Contract through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are hereby acknowledged by CONTRACTOR, for COUNTY's right to terminate this Agreement for convenience.

**In the event that the underlying Contract contains a termination provision which conflicts with the termination provision above, the termination provisions set forth in the underlying Contract shall prevail over the termination provision set forth in this FTA/USDOT Funding Supplement.**

**PART B: ADDITIONAL REQUIREMENTS – CONDITIONAL**  
**(Please read each qualifying condition carefully.)**

**11. RECYCLED PRODUCTS**

If this Contract is for items designated in Subpart B, 40 CFR Part 247 by the EPA, and COUNTY or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

**12. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTORS, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR agrees to comply with 49 CFR 29, Subpart C, and must include the requirement to comply 49 CFR 29, Subpart C, in each Subcontract financed in whole or in part with federal assistance provided by FTA. **(The form for certifying compliance, Government-wide Debarment and Suspension, is attached as Exhibit 5.)**

**13. BUY AMERICA**

If this Contract exceeds \$100,000, the CONTRACTOR agrees to comply with 49 USC §5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j) (2) (C) and 49 CFR 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Bidder or offeror must submit to COUNTY the appropriate Buy America certification, **the certification form is attached as Exhibit 6**, with all bids or proposals on FTA-funded Contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America Certification must be rejected as nonresponsive.

**14. RESOLUTION OF DISPUTES**

Disputes – Unless the Contract provides otherwise, disputes arising in the performance of this Contract which are not resolved by agreement of the parties

shall be decided in writing by the COUNTY Project Manager for the Contract. This decision shall be final and conclusive unless within ten (10) days from the date of receipt of its copy, the CONTRACTOR mails or otherwise furnishes a written appeal to the COUNTY Contract Administrator. In connections with any such appeal, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of its position.

The decision of the Contract Administrator shall be binding upon the CONTRACTOR and the CONTRACTOR shall abide by the decision.

Performance During Dispute – Unless otherwise directed by COUNTY, CONTRACTOR shall perform under the Contract while matters in dispute are being resolved.

Unless the Contract provides otherwise, jurisdiction of any controversies or legal problems arising out of this Contract, 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 Contract 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 CONTRACT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

#### **15. LOBBYING**

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal Contract, grant, or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the COUNTY. **A Restrictions on Lobbying Certification is attached as Exhibit 7.**

#### **16. CLEAN AIR**

The Clean Air requirements apply to all Contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year.

- a) CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. CONTRACTOR agrees to report each violation to Broward



County and agrees that COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

- b) CONTRACTOR further agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **17. CLEAN WATER REQUIREMENTS**

If this Contract is valued at \$100,000 or more, CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

- a) CONTRACTOR agrees to report each violation to COUNTY and agrees that COUNTY will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.
- b) CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

#### **18. BONDING REQUIREMENTS**

CONTRACTOR agrees to comply with the terms and conditions relating to bid guaranty, performance bond and payment bond ("Bonding Requirements") as set forth in the underlying Contract to which this FTA/USDOT Funding Supplement is attached. In the event that the underlying Contract involves a construction or facility improvement exceeding \$100,000, and the underlying Contract: (1) does not contain specific Bonding Requirements, or (2) the Bonding Requirements do not meet the minimum requirements set forth below, the following Bonding Requirements shall apply:

CONTRACTOR shall provide a bid guarantee from each Bidder equivalent to five percent (5%) of the bid price, a performance bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price and a payment bond on the part of the CONTRACTOR for 100 percent (100%) of the Contract price in the form and of a type acceptable by COUNTY.

#### **19. DAVIS-BACON AND COPELAND ANTI-KICKBACK ACTS**

If this purchase order or Contract involves a construction project over \$2,000, the CONTRACTOR agrees to comply with Davis-Bacon and Copeland Act requirements at 40 USC 3141, et seq., and 18 USC 874. The requirements of both Acts are incorporated into a single clause (see 29 CFR 3.11) and are set forth in 29 CFR 5.5(a). Section 29 CFR 5.5(a) is reproduced in its entirety below:

- a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual

construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in §5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency; *provided*, that such modifications are first approved by the Department of Labor):

**(1) Minimum wages.**

- (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) ), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any Contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; *provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the CONTRACTOR and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) a) The Contracting Officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The Contracting Officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

b) If the CONTRACTOR and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Contracting Officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contracting Officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within thirty (30) days of receipt and so advise the Contracting Officer or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

c) In the event the CONTRACTOR, the laborers or mechanics to be employed in the classification or their representatives, and the Contracting Officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contracting Officer shall refer the questions, including the views of all interested parties and the recommendation of the Contracting Officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within thirty (30) days of receipt and so advise the Contracting Officer, or will notify the Contracting Officer within the thirty (30) day period that additional time is necessary.

d) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

- (iii) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the CONTRACTOR shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (iv) If the CONTRACTOR does not make payments to a trustee or other third person, the CONTRACTOR may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided*, that the Secretary of Labor has found, upon the written request of the CONTRACTOR, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the CONTRACTOR to set aside in a separate account assets for the meeting of obligations under the plan or program.

**(2) Withholding.**

COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the CONTRACTOR under this Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime CONTRACTOR, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the CONTRACTOR or any Subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, Broward County may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**(3) Payrolls and basic records.**

- (i) Payrolls and basic records relating thereto shall be maintained by the CONTRACTOR during the course of the work and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the CONTRACTOR shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. CONTRACTORS employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (ii) a) The CONTRACTOR shall submit weekly for each week in which any Contract work is performed a copy of all payrolls to COUNTY if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Transit Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime CONTRACTOR is responsible for the submission of copies of payrolls by all Subcontractors. CONTRACTORS and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Federal Transit Administration if the agency is a party to the Contract, but if the agency is not such a party, the CONTRACTOR will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the COUNTY, the CONTRACTOR, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime CONTRACTOR to require a Subcontractor to provide addresses and social security numbers to the prime CONTRACTOR for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

d) The falsification of any of the above certifications may subject the CONTRACTOR or Subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The CONTRACTOR or Subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of COUNTY or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the CONTRACTOR or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the CONTRACTOR, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

**(4) Apprentices and Trainees--**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the CONTRACTOR as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a CONTRACTOR is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the CONTRACTOR's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the CONTRACTOR will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work



performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate, who is not registered and participating in a training plan approved by the Employment and Training Administration, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the CONTRACTOR will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

**(5) Compliance with Copeland Act requirements.** The CONTRACTOR shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

**(6) Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal Transit Administration may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any Subcontractors or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

(7) **Contract termination:** debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a CONTRACTOR and a Subcontractor as provided in 29 CFR 5.12.

(8) **Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

(9) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the CONTRACTOR (or any of its Subcontractors) and the Contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) **Certification of eligibility.**

(i) By entering into this Contract, the CONTRACTOR certifies that neither it (nor he or she) nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government Contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government Contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

## 20. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

If this purchase order or Contract involves a construction project in excess of \$100,000 or more, the CONTRACTOR shall comply with the Contract and Work Hours Safety Act, 40 USC 3701 and 29 CFR 5.5 (b) are reproduced below.

As used in the paragraphs below, the terms laborers and mechanics include watchmen and guards.

a) **Overtime requirements.** No CONTRACTOR or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times (1½)

the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.

- b) **Violation**; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section, the CONTRACTOR and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such CONTRACTOR and Subcontractor shall be liable to the United States (in the case of work done under Contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of ten dollars (\$10.00) for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.
- c) **Withholding for unpaid wages and liquidated damages.** COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or Subcontractor under any such Contract or any other Federal Contract with the same prime CONTRACTOR, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or Subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.
- d) **Subcontracts.** The CONTRACTOR or Subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs (a) through (d) of this section.

## 21. TRANSIT EMPLOYEE PROTECTIVE CONTRACTS

If this Contract involves transit operations performed by employees of a CONTRACTOR recognized by FTA to be a transit operator:

- a) CONTRACTOR agrees to comply with the applicable transit employee protective requirements, as follows:
  - 1) **General Transit Employee Protective Requirements** - To the extent that FTA determines that transit operations are involved, CONTRACTOR agrees to carry out the transit operations work on the underlying Contract

in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. A 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to the FTA Recipient's project from which Federal assistance is provided to support work on the underlying Contract. CONTRACTOR agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements this subsection 1., however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for nonurbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth in subsections 2. and 3. of this clause.

- 2) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body subrecipient for which work is performed on the underlying Contract, CONTRACTOR agrees to carry out the Project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333(b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in the Grant Contract or Cooperative Contract with the state. CONTRACTOR agrees to perform transit operations in connection with the underlying Contract in compliance with the conditions stated in that U.S. DOL letter.
- 3) **Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Nonurbanized Areas** - If the Contract involves transit operations financed in whole or in part with Federal assistance authorized by 49 U.S.C. § 5311, CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revision thereto.

- b) CONTRACTOR also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

## **22. FLY AMERICA**

CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR part 301-10, which provide that recipients and subrecipients of federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. CONTRACTOR agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

## **23. CARGO PREFERENCE**

The Cargo Preference requirements apply to all Contracts and subcontracts involving equipment, materials, or commodities which may be transported by ocean vessels.

Cargo Preference - Use of United States-Flag Vessels - CONTRACTOR agrees:

- a) to use privately-owned United States-Flag commercial vessels to ship at least fifty percent (50%) of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying Contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
- b) to furnish within twenty (20) working days following the date of loading for shipments originating within the United States or within thirty (30) working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill of lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the COUNTY (through CONTRACTOR in the case of a Subcontractor's bill of lading.);
- c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

**24. DRUG AND ALCOHOL TESTING**

If this Contract involves a safety-sensitive function on behalf of COUNTY, the CONTRACTOR agrees to participate in Broward County Transit Division's drug and alcohol testing program or agrees to establish and implement its own drug and alcohol testing program that complies with 49 CFR Part 655, produce any documentation necessary to establish its compliance with part 655, and permit any authorized representative of the USDOT 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 CFR Part 655 and review the testing process.

In the event CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's Contract Administrator must be included in any Contract.

CONTRACTOR further agrees to certify, prior to the commencement of services under this Contract or purchase order and annually thereafter, compliance with current FTA regulations, and to submit the Management Information System (MIS) reports before March 15 to the Director, Transit Division (**a model form for certifying compliance, Drug and Alcohol Testing Program Compliance Certification, is attached as Exhibit 8**). To certify annual compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Contracts," which is published annually in the Federal Register.

**25. PATENT AND RIGHTS IN DATA**

If this Contract involves patent and rights in data requirements for federally-assisted research projects in which FTA finances in whole or in part the development of a product or information, CONTRACTOR agrees to be bound by the terms and conditions specified below.

**CONTRACTS INVOLVING EXPERIMENTAL, DEVELOPMENTAL, OR RESEARCH WORK.**

- a) **Rights in Data** - The following requirements apply to each Contract involving experimental, developmental or research work:
- 1) The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the Contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports,

catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

- 2) The following restrictions apply to all subject data first produced in the performance of the Contract to which this Attachment has been added:
  - A) Except for its own internal use, CONTRACTOR may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the CONTRACTOR authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any Contract with an academic institution.
  - B) In accordance with 49 C.F.R. § 18.34 and 49 C.F.R. § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)1 and (2)(b)2 of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.
    1. Any subject data developed under that Contract, whether or not a copyright has been obtained; and
    2. Any rights of copyright purchased by the COUNTY or CONTRACTOR using Federal assistance in whole or in part provided by FTA.
  - C) When FTA awards Federal assistance for experimental, developmental, or research work, it is FTA's general intention to increase transportation knowledge available to the public, rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless FTA determines otherwise, the COUNTY and CONTRACTOR performing experimental, developmental, or research work required by the underlying Contract to which this Attachment is added agrees to permit FTA to make available to the public, either FTA's license in the copyright to any subject data developed in the course of that Contract, or a copy of the subject data first produced under the Contract for which a copyright has not been obtained. If the experimental, developmental, or research work, which is the subject of the underlying Contract, is not completed for any reason whatsoever,



all data developed under that Contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the COUNTY or CONTRACTOR's use whose costs are financed in whole or in part with Federal assistance provided by FTA for transportation capital projects.

- D) CONTRACTOR agrees to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by CONTRACTOR of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that Contract. CONTRACTOR shall not be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.
  - E) Nothing contained in this clause on rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.
  - F) Data developed by the COUNTY or CONTRACTOR and financed entirely without using Federal assistance provided by the Federal Government that has been incorporated into work required by the underlying Contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the COUNTY or CONTRACTOR identifies that data in writing at the time of delivery of the Contract work.
  - G) Unless FTA determines otherwise, CONTRACTOR agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- 3) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), CONTRACTOR agrees to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.

- 4) CONTRACTOR also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.
- b) **Patent Rights** - The following requirements apply to each Contract involving experimental, developmental, or research work:
- 1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the underlying Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the COUNTY and CONTRACTOR agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier until FTA is ultimately notified.
  - 2) Unless the Federal Government later makes a contrary determination in writing, irrespective of CONTRACTOR's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the COUNTY and CONTRACTOR agree to take the necessary actions to provide, through FTA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," 37 C.F.R. Part 401.
  - 3) CONTRACTOR also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FTA.

## 26. PRIVACY ACT

The following requirements apply to the CONTRACTOR and its employees that administer any system of records on behalf of the Federal Government under any Contract:

- a) CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a.

Among other things, CONTRACTOR agrees to obtain the express consent of the Federal Government before CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of the Act, apply to those individuals involved,

and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract.

- b) CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

## **27. CHARTER BUS**

If this is an Operational Service Contract, CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR Part 604.

## **28. SCHOOL BUS REQUIREMENTS**

If this is an Operational Service Contract, pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.

## **29. BUS TESTING**

**The Bus Testing requirements pertain only to the acquisition of Rolling Stock/Turnkey.** If this Contract pertains to the acquisition of rolling stock/turnkey, the CONTRACTOR manufacturer agrees to certify, prior to commencement of services under this Contract, to comply with 49 USC A5323(c) and FTA's implementing regulations at 49 CFR Part 665, and shall perform the following:

- a) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to COUNTY at a point in the procurement process specified by COUNTY which will be prior to COUNTY's final acceptance of the first vehicle.
- b) A manufacturer who releases a report under paragraph a. above shall provide notice to the operator of the testing facility that the report is available to the public.
- c) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to COUNTY prior to recipient's final acceptance of the first vehicle. If the

configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

- d) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

**A Bus Testing Compliance Certification is attached as Exhibit 9.**

### **30. PRE-AWARD AND POST-DELIVERY AUDIT REQUIREMENTS**

If this Contract pertains to the acquisition of rolling stock, the CONTRACTOR agrees to comply with 49 USC §5323(m) and FTA's implementing regulation at 49 CFR Part 663 and to submit the following certifications:

- a) Buy America Requirements. The CONTRACTOR shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Bidder/Offeror certifies compliance with Buy America, it shall submit documentation which lists: 1) component and subcomponent parts of the rolling stock to be purchased, identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.
- b) Solicitation Specification Requirements. CONTRACTOR shall submit evidence that it will be capable of meeting the bid specifications.
- c) Federal Motor Vehicle Safety Standards (FMVSS). CONTRACTOR shall submit: 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS; or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

**A Pre-Award and Post-Delivery Audit Requirements Certification is attached as Exhibit 10.**

### **31. SEISMIC SAFETY**

If this Contract pertains to the construction of new buildings or additions to existing buildings, CONTRACTOR agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations at 49 CFR Part 41, and will certify compliance to the extent required by the regulation. CONTRACTOR also agrees to ensure that all work performed under this Contract, including work performed by a Subcontractor, is

in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

### **32. TRANSIT VEHICLE MANUFACTURER (TVM) CERTIFICATION**

If this Contract involves the procurement of transit vehicles, the CONTRACTOR must obtain from each Transit Vehicle Manufacturer (TVM), distributor, or dealer, and submit with its bid, a TVM certification stating that, as a condition of being authorized to bid on transit vehicle procurements funded by FTA, the TMV certifies that it has complied with the requirements of 49 CFR 26.49, by submitting a current annual DBE Goal to the FTA. **A Transit Vehicle Manufacturer (TVM) Certification of Compliance is attached as Exhibit 11.**

### **33. NATIONAL ITS ARCHITECTURE**

If this Contract involves an Intelligent Transportation System project (ITS), CONTRACTOR agrees to conform, to the extent applicable, to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA LU Section 5307, Chapter, 23 U.S.C. section 512 note, and comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and to any subsequent further implementing directives, except to the extent FTA determines otherwise in writing.

### **34. ACCESS FOR INDIVIDUALS WITH DISABILITIES**

CONTRACTOR agrees to comply with 49 U.S.C. § 5301(d), which acknowledges that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation, and that special efforts must be made to plan and assure that they do have similar access. CONTRACTOR also agrees to comply with all applicable provisions of Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of disability in the administration of programs or activities receiving Federal financial assistance; with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101, et. seq., which requires that accessible facilities and services be made available to individuals with disabilities; with the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §§ 4151, et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities; and with other laws and amendments thereto pertaining to access for individuals with disabilities that may be applicable. In addition, CONTRACTOR agrees to comply with applicable implementing Federal regulations and any later amendments thereto, and agrees to follow applicable Federal implementing directives. Among these regulations and directives are:

- a) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F. R. Part 37;

- b) U.S. 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;
- c) Joint U.S. Architectural and Transportation Barriers Compliance Board (U.S. ATBCB)/U.S. DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38;
- d) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. Part 35;
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability by Public Accommodations and in Commercial Facilities," 28 C.F.R. Part 36;
- f) U.S. General Services Administration (U.S. GSA) regulations, "Accommodations for the Physically Handicapped," 41 C.F.R. Subpart 101-19;
- g) U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the American with Disabilities Act," 29 C.F.R. Part 1630;
- h) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 C.F.R. Part 64, Subpart F;
- i) U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. Part 1194;
- j) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 C.F.R. Part 609; and
- k) Federal civil rights and nondiscrimination directives implementing those Federal laws and regulations, except to the extent the Federal Government determines otherwise in writing.

DDS/SVT/dac  
FTA Funding Supplement 4-8-13

**EXHIBIT 1: Letter of Intent****OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

**LETTER OF INTENT BETWEEN BIDDER/OFFEROR AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) /  
AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) SUBCONTRACTOR/SUPPLIER  
(Form to be completed and signed for each DBE/ACDBE firm)**

<b>Solicitation Number:</b> _____	<b>Project Title:</b> _____
-----------------------------------	-----------------------------

Bidder/Offeror Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_ Phone: \_\_\_\_\_

DBE/ACDBE Subcontractor/Supplier Name: \_\_\_\_\_

Check one: Address: \_\_\_\_\_

DBE City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

ACDBE Authorized Representative: \_\_\_\_\_

- A. This is a letter of intent between the bidder/offeror on this project and a DBE/ACDBE firm for the DBE/ACDBE to perform subcontracting work on this project, consistent with Title 49 CFR Parts 26 or 23 as applicable.
- B. By signing below, the bidder/offeror is committing to utilize the above-named DBE/ACDBE to perform the work described below.
- C. By signing below, the above-named DBE/ACDBE is committing to perform the work described below.
- D. By signing below, the bidder/offeror and DBE/ACDBE affirm that if the DBE/ACDBE subcontracts any of the work described below, it may only subcontract that work to another DBE/ACDBE if it wishes to receive DBE/ACDBE credit for said work.

<b>Work to be performed by DBE/ACDBE Firm</b>			
Description	NAICS *	DBE/ACDBE Contract Amount †	DBE/ACDBE Percentage of Total Project Value

**AFFIRMATION:** I hereby affirm that the information above is true and correct.**Bidder/Offeror Authorized Representative**

(Signature) _____	(Title) _____	(Date) _____
-------------------	---------------	--------------

**DBE/ACDBE Subcontractor/Supplier Authorized Representative**

(Signature) _____	(Title) _____	(Date) _____
-------------------	---------------	--------------

\* Visit <http://www.census.gov/eos/www/naics/> to search. Match type of work with NAICS code as closely as possible.

† To be provided only when the solicitation requires that bidder/offer include a dollar amount in its bid-offer.

*In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.*

*DBE ACDBE Letter of Intent - Rev. January 2013*

**EXHIBIT 2: Application for Evaluation of Good Faith Effort**APPLICATION FOR EVALUATION OF GOOD FAITH EFFORT  
PURSUANT TO TITLE 49 CFR PARTS 23 AND 26

SOLICITATION NO.: \_\_\_\_\_

Please check one of the following to indicate the program goal on this solicitation: ☐ ACDBE ☐ DBE

PROJECT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

The undersigned representative of the prime contractor affirms that his/her company has contacted Disadvantaged Business Enterprise (DBE)/ Airport Concessions Disadvantaged Business Enterprise (ACDBE) certified firms in good faith effort to meet the DBE or ACDBE goal for this solicitation but has not been able to meet the goal. Consistent with the requirements of Title 49 CFR Part 26, Appendix A, the prime contractor hereby submits documentation (attached to this form) of good faith efforts made and requests to be evaluated under these requirements.

The prime contractor understands that a determination of good faith effort to meet the contract goal is contingent on both the information provided by the prime contractor as an attachment to this application and the other factors listed in Appendix A, of Title 49 CFR Part 26, as those factors are applicable with respect to this solicitation. The prime contractor acknowledges that the determination of good faith effort is made by the Director of the Office of Economic and Small Business Development, as the Disadvantaged Business Enterprise Liaison Officer (DBELO), in keeping with federal requirements.

SIGNATURE: \_\_\_\_\_

PRINT NAME/ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

OESBD Compliance Form DBE/ACDBE GFE 031413



**EXHIBIT 3: Monthly DBE Utilization Report**
**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT  
MONTHLY DBE UTILIZATION REPORT**

Report No. \_\_\_\_\_

CONTRACT#:		CONTRACT AMT.:	DATE FORM SUBMITTED:
PROJECT TITLE:		PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:		PERIOD ENDING:	AMT. PAID TO PRIME:
CONTACT PERSON:		TELEPHONE # ( )	FAX # ( )

**SUBCONTRACTING INFORMATION  
TO BE SUBMITTED MONTHLY TO BROWARD COUNTY OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
Total Amt. Paid to DBE Firms																
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category						
								M	F	B	H	A	NA	W		
Total Amt. paid to Non-DBE Firms																

Black American - B; Hispanic American - H; Asian American - A; Native American - NA; Non-Minority Woman - W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
-----------	-------	------

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

OS280 Compliance Form DBEMUR 020113

**EXHIBIT 4: Final DBE Utilization Report**

**OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT**  
**FINAL DBE UTILIZATION REPORT**  
 (To be submitted with the final invoice)

Report No. \_\_\_\_\_

CONTRACT#:		CONTRACT AMT.:		DATE FORM SUBMITTED:	
PROJECT TITLE:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:			PERIOD ENDING:	AMT. PAID TO PRIME:	
CONTACT PERSON:			TELEPHONE # ( )	FAX # ( )	

**SUBCONTRACTING INFORMATION**  
 All Payments made to DBE Firms must be reported on this form.

DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
Total Amt. Paid to DBE Firms														
NON-DBE Subcontractor	Address	Description of Work	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amt. Paid This Period	Amt. Paid To Date	Gender		Ethnic Category				
								M	F	B	H	A	NA	W
Total Amt. paid to Non-DBE Firms														

Black American – B, Hispanic American – H, Asian American – A, Native American – NA, Non-Minority Woman – W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
-----------	-------	------

Note: The information provided herein is subject to verification by the Office of Economic and Small Business Development.

QES&D Compliance Form DBE-MUR 030113

**EXHIBIT 5: Government-Wide Debarment and Suspension (Nonprocurement)  
Certification**

**IF THIS CONTRACT OR PURCHASE ORDER HAS A VALUE OF \$25,000 OR  
MORE, THIS PROCUREMENT IS A COVERED TRANSACTION FOR  
PURPOSES OF 49 CFR PART 29.**

This Contract is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945.

The CONTRACTOR is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier-covered transaction it enters into.

By signing and submitting its bid or proposal, the Bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by COUNTY. If it is later determined that the Bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any Contract that may arise from this offer. The Bidder or proposer further agrees to include a provision requiring such compliance in its lower tier-covered transactions.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor

**EXHIBIT 6: Buy America Certification**

**FOR PROCUREMENTS OF STEEL, IRON, AND MANUFACTURED  
PRODUCTS (INCLUDING CONSTRUCTION CONTRACTS, MATERIALS  
AND SUPPLIES, AND ROLLING STOCK ) OVER \$100,000**

**A. STEEL, IRON OR MANUFACTURED PRODUCTS**

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of steel, iron, or manufactured products, the Bidder or offeror hereby certifies that it:

- ☐ Will meet the requirements of 49 USC 5323(j)(1) and the applicable regulations in 49 CFR part 661.5.
- ☐ Cannot meet the requirements of 49 USC 5323(j)(1) and 49 CFR part 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.

**B. BUSES, OTHER ROLLING STOCK, AND ASSOCIATED EQUIPMENT**

If this Contract or purchase order is valued in excess of \$100,000 and involves the procurement of buses, other rolling stock, and associated equipment, the Bidder or offeror certifies that it:

- ☐ Will comply with the requirements of 49 USC 5323(j)(2)(C) and the regulations at 49 CFR part 661.11.
- ☐ Cannot comply with the requirements of 49 USC 5323(j)(2)(C) and 49 CFR 661.11, but may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor

**Note:** This Buy America certification must be submitted to Broward County with all bids or offers on FTA-funded Contracts involving construction or the acquisition of goods or rolling stock, except those subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds.

**EXHIBIT 7: Restrictions On Lobbying Certification****For Procurements of \$100,000 or More**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal Contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying,"
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor



**EXHIBIT 8: Drug and Alcohol Testing Program Compliance Certification**

**FOR TRANSIT OPERATIONAL SERVICE CONTRACTS INVOLVING THE OPERATION OF A TRANSIT SERVICE, OR MAINTAINING, REPAIRING, OVERHAULING, AND REBUILDING REVENUE SERVICE VEHICLES OR EQUIPMENT (ENGINES AND PARTS) USED IN REVENUE SERVICE, OR BODY WORK, OR CONTRACTS FOR SECURITY PERSONNEL THAT CARRY FIREARMS.**

The undersigned certifies that CONTRACTOR, and its SUBCONTRACTORS as required, has established and implemented an anti-drug and alcohol prevention program in accordance with 49 CFR Part 655, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations."<sup>1</sup>

The undersigned further agrees to produce any documentation necessary to establish its compliance with 49 CFR Part 655, and to permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency (the Florida Department of Transportation), or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and to review the testing process.

The undersigned further agrees to certify annually its compliance with Part 655 before March 15 and to submit the Management Information System (MIS) reports no later than February 15) to COUNTY.

To certify compliance, CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Name of Contractor

<sup>1</sup> The Federal Transit Administration (FTA) – mandated drug and alcohol testing program is separate from and in addition to the provisions of the Drug-Free Workplace Act (DFWA).

**EXHIBIT 9: Bus Testing Compliance Certification****FOR ALL PROCUREMENTS OF BUSES/ROLLING STOCK/TURNKEY**

The undersigned (CONTRACTOR/manufacturer) certifies that the vehicle offered in this procurement complies with 49 USC A5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with federal financial assistance may subject the undersigned to civil penalties as outlined in the U.S. Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

\_\_\_\_\_  
(Date)\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Print Name and Title\_\_\_\_\_  
Name of Contractor

**EXHIBIT 10: Pre-Award and Post-Delivery Audit Requirements Certification****FOR PROCUREMENTS OF BUSES, OTHER ROLLING STOCK, OR  
ASSOCIATED EQUIPMENT OVER \$100,000**

Check one:

- ☐ The Bidder hereby certifies that it **will comply** with the requirements of 49 USC 5323(j) (2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 CFR 661.11.
- ☐ The Bidder hereby certifies that it **cannot comply** with the requirements of 49 USC 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 USC Sections 5323(j)(2)(B) or 5323(j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act of 1982 as amended, and regulations in 49 CFR 661.7.

\_\_\_\_\_  
(Date)\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Print Name and Title\_\_\_\_\_  
Name of Contractor

**Note:** This certification must be submitted with each bid or offer exceeding the small purchase threshold for federal assistance programs, currently set at \$100,000.



**EXHIBIT 11: Transit Vehicle Manufacturer (TVM) Certification of Compliance with Sub Part D, Part 26****FOR ALL BUSES/ROLLING STOCK PROCUREMENTS**

This procurement is subject to the provisions of Section 26.49 of 49 CFR Part 26. Accordingly, as a condition of permission to bid, the following certification must be completed and submitted with the bid. A bid which does not include the certification will not be considered.

**Transit Vehicle Manufacturer (TVM) CERTIFICATION**

\_\_\_\_\_, a TVM, hereby certifies that it has complied with the requirements of Section 26.49 of 49 CFR Part 26 by submitting a current DBE Goal to the FTA. The goals apply to fiscal year \_\_\_\_\_ and have been approved or not disapproved by the FTA.

(Name of Firm)

\_\_\_\_\_, hereby certifies that the manufacturer of the transit vehicle

(Name of Firm)

to be supplied \_\_\_\_\_ has complied with the above- referenced

(Name of Manufacturer)

requirements of Section 26.49 of 49 CFR Part 26.

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
Print Name and Title

**Company:** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_

**Fax No.:** \_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF POMPANO BEACH FOR COMMUNITY BUS SERVICE INCLUDING CAPITAL ASSISTANCE FOR VEHICLE LEASE; PROVIDING AN EFFECTIVE DATE.**

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That an Agreement between Broward County and the City of Pompano Beach for Community Bus Service Including Capital Assistance for Vehicle Lease, a copy of which Agreement is attached hereto and incorporated by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Agreement between Broward County and the City of Pompano Beach.

**SECTION 3.** This Resolution shall become effective upon passage.

**PASSED AND ADOPTED** this 23rd day of September, 2014.

  
\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

  
\_\_\_\_\_  
**MARY L. CHAMBERS, CITY CLERK**

*cc of*

INTERLOCAL AGREEMENT  
Between  
BROWARD COUNTY  
and  
CITY OF POMPANO BEACH  
for  
COMMUNITY BUS SERVICE  
CAPITAL ASSISTANCE FOR VEHICLE LEASE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

COMMUNITY BUS SERVICE

CAPITAL ASSISTANCE FOR VEHICLE LEASE

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

CITY OF POMPANO BEACH, 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) leased by CITY to provide Community Bus Service.

## 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, Vehicle(s) 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 49 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 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).
- o. Vehicle(s) shall have properly working cooling systems. Vehicle cooling systems shall maintain the interior temperature of the Vehicle(s) at sixty-eight (68) to seventy-two (72) degrees Fahrenheit within sixty (60) seconds of closing the Vehicle(s) doors with passengers on-board, regardless of the outside temperature.

#### 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 CAPITAL ASSISTANCE. In addition to the funds provided in Article 6, COUNTY agrees to reimburse CITY, Thirteen Thousand Two Hundred Ninety-five and 20/100 Dollars (\$13,295.20) per Vehicle, annually, as capital contribution to be used by CITY solely for the purpose of leasing four (4) wheelchair accessible passenger vehicles from a private entity to be used to perform Community Bus Service ("Capital Contribution"). The Capital Contribution shall be paid to CITY quarterly on a reimbursement basis following receipt of a properly documented invoice which includes evidence that the CITY has already paid the lease payments on the Vehicle(s). COUNTY reserves the right to require CITY to submit additional documentation as needed to verify that CITY has incurred the costs set out in its invoice. CITY acknowledges that COUNTY's obligation to reimburse CITY shall not exceed Thirteen Thousand Two Hundred Ninety-five and 20/100 Dollars (\$13,295.20) per Vehicle per year.
- 3.2 VEHICLE(S). The Vehicle(s) leased by CITY shall be cutaway vehicle(s) with a capacity of twenty (20) passengers in a 16/2 format i.e. sixteen (16) passengers with two (2) wheel chair capacity. Vehicle(s) shall comply with the ADA and all applicable federal and state regulations and shall be equipped with bicycle racks to transport non-motorized bicycles. Vehicle(s) shall be equipped with an air conditioning system that has the capacity to meet the requirements of Section 2.22 o. at all times the Vehicle(s) is performing Community Bus Service. Vehicle(s) shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. The Vehicle(s) shall be as described on Exhibit "D." In the event that CITY replaces any Vehicle(s) during the term of this Agreement, Exhibit "D" shall be updated to reflect the replacement Vehicle(s). CITY shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.
- 3.3 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.

- 3.4 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.
- 3.5 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.
- 3.6 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.
- 3.6.1 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.
- 3.6.2 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.

3.6.3 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.

3.6.4 CITY shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.

3.6.5 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.

3.7 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

3.7.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.

3.7.2 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.

3.7.3 CITY shall maintain all interior signs placed by COUNTY.

3.7.4 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.

3.7.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

3.8 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.

3.9 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).

3.9.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation, relocation 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.

3.9.2 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.

3.9.3 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.

- 3.9.4 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.
- 3.9.5 Relocation of AVL/MDC Equipment: All relocations of the AVL/MDC Equipment from the Vehicle in which it was initially installed shall require prior written approval by COUNTY, which may be withheld in COUNTY's discretion. CITY shall give COUNTY a minimum of sixty (60) days prior written notice in the event it wishes to relocate AVL/MDC Equipment from the original Vehicle to another, unless otherwise agreed to between the parties.
- 3.9.6 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.
- 3.9.7 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.

- 3.9.8 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.
- 3.9.9 CITY shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.
- 3.9.10 Upon termination of this Agreement for whatever reason, CITY shall return the AVL/MDC Equipment to COUNTY within seven (7) days after the termination date. COUNTY shall not have any obligation to return the Vehicle to the condition it was in prior to the installation or removal of the AVL/MDC Equipment, any Vehicle repairs that are necessary shall be the sole responsibility of the CITY at its sole cost. CITY shall return the AVL/MDC Equipment to COUNTY in the condition it was received, normal wear and tear excepted. Any costs necessary to restore and/or prepare the AVL/MDC Equipment for return to COUNTY shall be the sole responsibility of CITY. COUNTY shall have the right to inspect and to approve the condition of the AVL/MDC Equipment prior to acceptance and should COUNTY determine that the AVL/MDC Equipment is not in the proper condition, CITY shall, at its sole cost and expense, remedy any and all deficiencies identified by COUNTY. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the AVL/MDC Equipment to conduct additional inspections of the AVL/MDC Equipment and notify CITY of any additional damage or defects to the AVL/MDC Equipment. In the event the COUNTY should determine that the AVL/MDC Equipment 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 AVL/MDC Equipment. 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.

- 3.10 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:

Budget Director  
City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

## 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.

## 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:

City Manager  
City of Pompano Beach  
100 West Atlantic Blvd.  
Pompano Beach, FL 33060

## 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.)



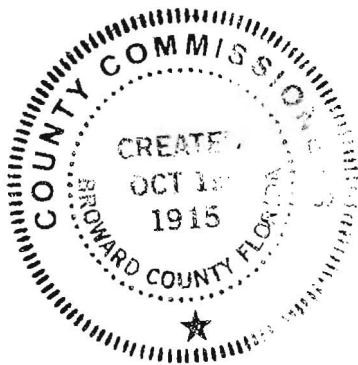
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12th day of August, 2014, and CITY OF POMPANO BEACH, signing by and through its Mayor, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its County Administrator

By [Signature]  
County Administrator

30<sup>th</sup> day of September, 20 14



Insurance requirements  
approved by Broward County  
Risk Management Division

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

By [Signature] 9/29/14  
Signature (Date)  
Risk Management Division

Jacqueline A. Binns  
Print Name and Title above  
Risk Insurance and  
Contracts Manager

By [Signature] 9/29/14  
Sharon V. Thorsen (Date)  
Senior Assistant County Attorney

- SVT:dmv  
community bus form 2014 capital assistance- city of pompano beach  
8/1/14  
14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF POMPANO BEACH  
FOR COMMUNITY BUS SERVICE

CITY:

ATTEST:

CITY OF POMPANO BEACH

See Page 40A Attached  
City Clerk

By: See Page 40A Attached  
Lamar Fisher, Mayor

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

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney

PLEASE SEE ATTACHED SIGNATURE PAGE 40A FOR CITY OF POMPANO BEACH'S SIGNATURES

"CITY":

Witnesses:

CITY OF POMPANO BEACH

Betty J. Mones

By:

LAMAR FISHER  
MAYOR

Shirley R. Boothbnew

By:

DENNIS W. BEACH  
CITY MANAGER

Attest:

MARY L. CHAMBERS  
CITY CLERK

(SEAL)

Approved As To Form:

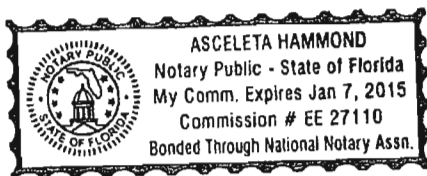
GORDON B. LINN  
CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 24th day of September, 2014 by **LAMAR FISHER**, as Mayor, **DENNIS W. BEACH** as City Manager and **MARY L. CHAMBERS**, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

Ascleeta Hammond  
NOTARY PUBLIC, STATE OF FLORIDA



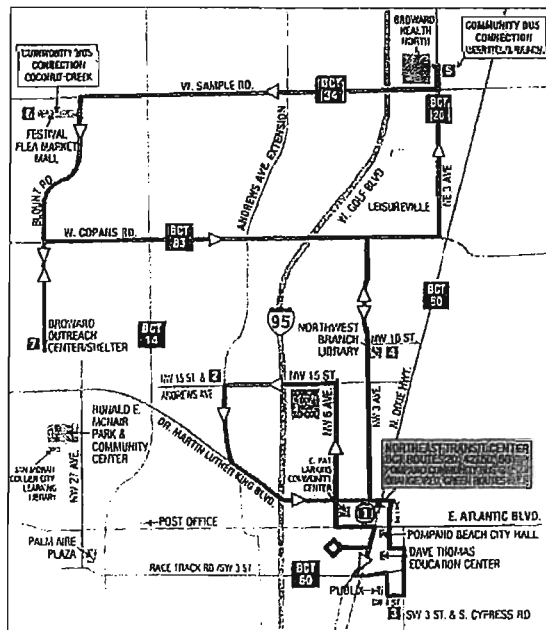
Ascleeta Hammond  
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

# **EXHIBIT “A”**

Routes – Schedules & Maps

**Exhibit "A"**



**BLUE Route**

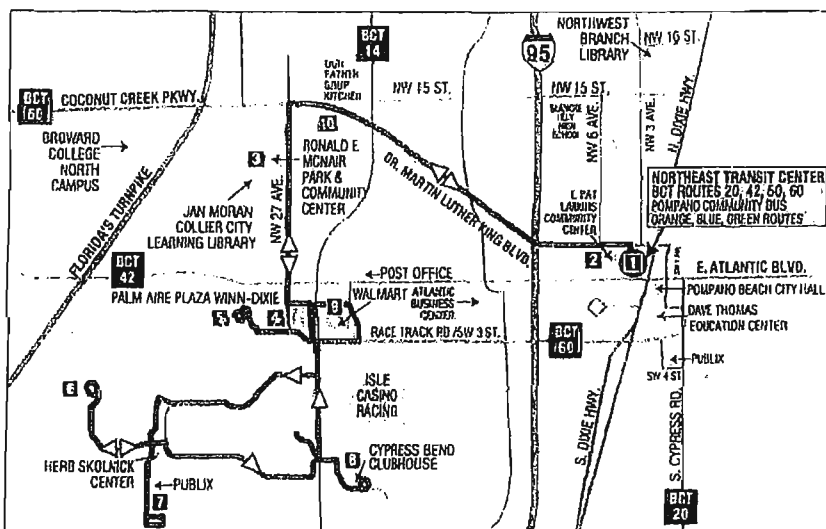
Every 80 minutes

from the Northeast Transit Center beginning at 8:40 a.m.

NORTHEAST TRANSIST CENTER	HWY 83 ST ANDREWS AVE	NORTHEAST TRANSIST CTR MILK BLVD	SW 31 ST S CYPRESS RD	NORTHEAST TRANSIST CENTER	POMPANO BEACH LIBRARY	BIRMGHAM HEALTH NORTH HIS 3 AVE & SAMPLE	FESTIVAL FLEA MARKET	BLODINO RD SHELTER	POMPANO BEACH LIBRARY	NORTHEAST TRANSIST CENTER
1	1	1	1	1	4	5	6	7	4	1
8:40a	8:47a	8:53a	9:01a	8:57a	9:13a	9:24a	9:35a	9:41a	9:52a	9:58a
10:00a	10:07a	10:13a	10:21a	10:27a	10:33a	10:44a	10:55a	11:01a	11:12a	11:18a
11:20a	11:27a	11:33a	11:41a	11:47a	11:53a	12:04p	12:15p	12:21p	12:32p	12:38p
1:40p	1:47p	1:53p	1:61p	1:67p	1:13p	1:24p	1:35p	1:41p	1:52p	1:58p
2:00p	2:07p	2:13p	2:21p	2:27p	2:33p	2:44p	2:55p	3:01p	3:12p	3:18p
3:19p	3:26p	3:32p	3:40p	3:46p	3:52p	4:03p	4:14p	4:20p	4:31p	4:37p

**Bold type indicates PM hours**

## Exhibit "A"



### RED Route

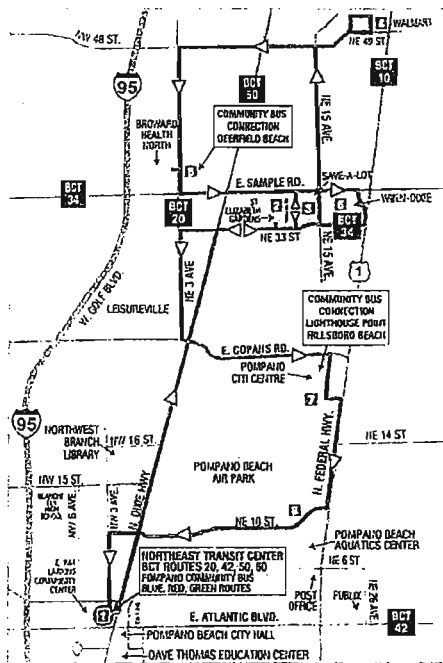
Every 68 minutes

from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER	E. PAT LARKINS CENTER	MICHAIR CENTER JAN MORAN LIBRARY	PALM AIRE PLAZA WINN-DIXIE	PALM AIRE BLVD N IN COURSE DR	OAKS CLUBHOUSE	PALM AIRE PUBlix	CYPRESS BEND CLUBHOUSE	ATLANTIC BLVD POWERLINE RD WAL MART	PALM AIRE PLAZA WINN-DIXIE	MICHAIR CENTER JAN MORAN LIBRARY	OUR FATHER SOUP KITCHEN	E. PAT LARKINS CENTER	NORTHEAST TRANSIT CENTER
1	2	3	4	5	6	7	8	9	4	3	10	2	1
9:00a	9:02a	9:14a	9:19a	9:22a	9:27a	9:32a	9:37a	9:42a	9:46a	9:52a	9:58a	10:04a	10:06a
10:08a	10:10a	10:22a	10:27a	10:30a	10:35a	10:40a	10:45a	10:50a	10:54a	11:00a	11:00a	11:12a	11:14a
11:16a	11:18a	11:30a	11:35a	11:38a	11:43a	11:48a	11:53a	11:58a	12:02p	12:08p	12:14p	12:20p	12:22p
12:24p	12:26p	12:38p	12:43p	12:46p	12:51p	12:56p	1:01p	1:06p	1:10p	1:16p	1:22p	1:28p	1:30p
1:34p	1:36p	1:48p	1:53p	1:58p	2:01p	2:06p	2:11p	2:16p	2:20p	2:26p	2:32p	2:38p	2:40p
2:42p	2:44p	2:58p	3:01p	3:04p	3:09p	3:14p	3:19p	3:24p	3:28p	3:34p	3:40p	3:46p	3:48p
3:51p	3:53p	4:05p	4:10p	4:13p	4:18p	4:23p	4:28p	4:33p	4:37p	4:43p	4:49p	4:55p	4:57p

**Bold type indicates PM hours.**

## Exhibit "A"



### ORANGE Route

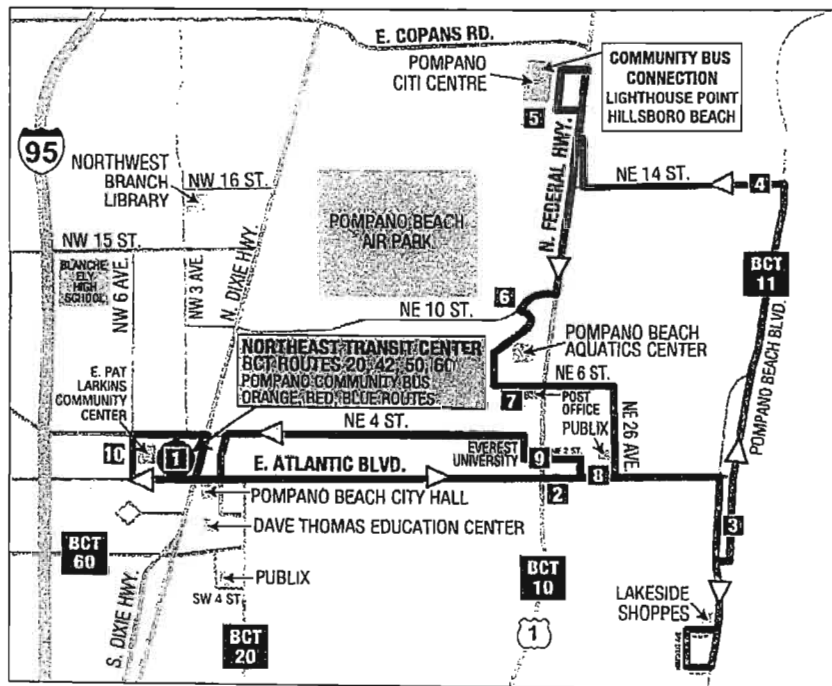
Every 60 minutes

from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER KISS & RIDE	ST ELIZABETH GARDENS	SAVE-A-LOT SAMPLE ROAD	WALMART NE 49 STREET & FEDERAL HWY	NORTH BROWARD HOSPITAL NE 3 AVE & SAMPLE	WINN-DIXIE SAMPLE AND US 1	ST ELIZABETH GARDENS	POMPAHO BEACH CITY CENTRE	POMPAHO BEACH AQUATICS PARK	NORTHEAST TRANSIT CENTER KISS & RIDE
1	2	3	4	5	6	7	8	9	10
9:00a	9:10a	9:12a	9:22a	9:28a	9:38a	9:39a	9:50a	9:57a	10:05a
10:08a	10:18a	10:20a	10:30a	10:36a	10:43a	10:47a	10:58a	11:05a	11:13a
11:16a	11:26a	11:28a	11:38a	11:44a	11:51a	11:55a	12:06p	12:13p	12:21p
12:24p	12:34p	12:36p	12:46p	12:52p	12:59p	1:03p	1:14p	1:21p	1:29p
1:34p	1:44p	1:46p	1:56p	2:02p	2:09p	2:13p	2:24p	2:31p	2:39p
2:42p	2:52p	2:54p	3:04p	3:10p	3:17p	3:21p	3:32p	3:39p	3:47p
3:49p	4:02p	4:04p	4:14p	4:20p	4:27p	4:31p	4:42p	4:49p	4:57p

Bold type indicates PM hours

# Exhibit "A"



## GREEN Route

Every 68 minutes  
from the Northeast Transit Center beginning at 9:00 a.m.

NORTHEAST TRANSIT CENTER KISS & RIDE	ATLANTIC BLVD US 1	ATLANTIC BLVD POMPAÑO BEACH BLVD	NE 14 ST A1A	POMPAÑO CITI CENTRE	POMPAÑO BEACH AQUATIC PARK	NE 6 ST US 1 POST OFFICE	ATLANTIC BLVD NE 26 AVE PUBUX	EVEREST UNIVERSITY	E. PAT LARKINS CENTER	NORTHEAST TRANSIT CENTER KISS & RIDE
1	2	3	4	5	6	7	8	9	10	1
9:00a	9:10a	9:19a	9:24a	9:30a	9:38a	9:41a	9:46a	9:51a	10:01a	10:03a
10:08a	10:18a	10:27a	10:32a	10:38a	10:46a	10:49a	10:54a	10:59a	11:09a	11:11a
11:16a	11:26a	11:35a	11:40a	11:46a	11:54a	11:57a	12:02p	12:07p	12:17p	12:19p
12:24p	12:34p	12:43p	12:48p	12:54p	1:02p	1:05p	1:10p	1:15p	1:25p	1:27p
1:34p	1:44p	1:53p	1:58p	2:04p	2:12p	2:15p	2:20p	2:25p	2:35p	2:37p
2:42p	2:52p	3:01p	3:06p	3:12p	3:20p	3:23p	3:28p	3:33p	3:43p	3:45p
3:49p	3:59p	4:08p	4:13p	4:19p	4:27p	4:30p	4:35p	4:40p	4:50p	4:52p

Bold type indicates PM hours.



**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)  
Limousines of South Florida, Inc.  
(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 14 day of August, 2014

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

as Vice President of Limousines of South Florida, Inc.  
(Title) (Name of Corporation/Company)

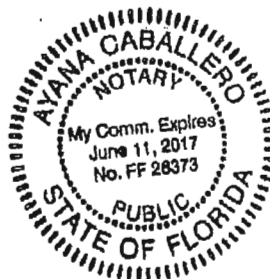
known to me to be the person described herein, or who produced  
FL DL  
(Type of Identification)

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

NOTARY PUBLIC:

  
(Signature)  
Ayana Caballero  
(Print Name)

My commission expires: 4/11/17



# **EXHIBIT “C”**

## **SCHEDULE OF REPORTS**

## EXHIBIT "C"

Report	Details	Frequency	Due
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 36 (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 Rule 14-00, 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 situation 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 (loans, exchanges, transfers and for returns) on County Approved Form	As needed when qualifying events occur	Next 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 "D"

### City of Pompano Beach

#### Vehicle(s) Operating in Pompano Beach

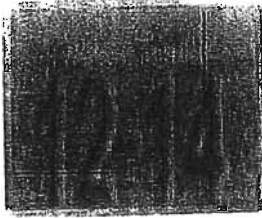
#### Capital Assistance for Vehicle Lease for Fiscal Year 2015

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
216	2004	EIDorado	16/2		1FDWE45F33HB79216
121-9	2009	EIDorado	16/2		1FDDE45P89DA37775
275	2013	Forest River	24/2		5WEXWSKK6DH170732
1302	2007	Ford	16/2		1FDXE45P07DA62848

(08/2014)

# INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.



Mail To:  
LIMOUSINES OF SOUTH FLORIDA INC  
3300 SW 11TH AVE  
FT LAUDERDALE, FL 33315

# 216

## IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

## FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 T# 782780098  
B# 1334300

PLATE W322NE DECAL 16870067 Expires Midnight Wed 12/31/2014

YR/MK	2004/ELDO	BODY	BU			Reg. Tax	163.65	Class Code	36
VIN	1FDWE45F33HB79216			TITLE	91983968	Int. Reg.		Tax Months	12
Plate Type	RGS	NET WT	5689	GVW	14000	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	592564092-03			2ND DL#	216	Sales Tax		Credit Months	
Date Issued	12/20/2013	Plate Issued	1/16/2007			Voluntary Fees			
						Grand Total	166.65		

LIMOUSINES OF SOUTH FLORIDA INC  
3300 SW 11TH AVE  
FT LAUDERDALE, FL 33315

## IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

# INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

## IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:  
LIMOUSINES OF SOUTH FLORIDA INC  
3300 SW 11TH AVE  
FT LAUDERDALE, FL 33315

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

## FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 T# 782779939  
B# 1334300

PLATE	876VQP	DECAL	16870003	Expires	Midnight Wed 12/31/2014				
YR/MK	2009/ELDO	BODY	BU	COLOR	WHI	Reg. Tax	259.65	Class Code	36
VIN	1FDPE4SP89DA37775			TITLE	102244183	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	10522	GVW	14500	County Fee	3.00	Back Tax Mths	
						Mail Fee		Credit Class	
DL/FEID	592564092-02			2ND DL#	121 9	Sales Tax		Credit Months	
Date Issued	12/20/2013	Plate Issued	3/11/2009			Voluntary Fees			
						Gross Total	262.65		

LIMOUSINES OF SOUTH FLORIDA INC  
3300 SW 11TH AVE  
FT LAUDERDALE, FL 33315

## IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE



# FLORIDA VEHICLE REGISTRATION

CO/AGY 1 / 19

T# 804740057  
B# 1895184

#275

PLATE CRSY60 DECAL 18890906 Expires Midnight Wed 12/31/2014

YR/MK	2013/FRRV	BODY	BU	COLOR	WHI	Reg. Tax	236.24	Class Code	36
VIN	5WEXWSKK6DH170732			TITLE	110933837	Init. Reg.		Tax Months	7
Plate Type	RGS	NET WT	14183	GVW	19500	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	-					Sales Tax		Credit Months	
Date Issued	5/28/2014	Plate Issued	5/28/2014			Voluntary Fees			
						Grand Total	239.24		

LIMOUSINES OF SOUTH FL INC  
2786 NW 62ND ST  
MIAMI, FL 33147-7662

## IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE PLATE ISSUED X

# INSTRUCTIONS FOR ATTACHING DECAL

1. Clean area where new annual decal is to be affixed.
2. Peel decal from this document.
3. Affix decal in the upper right corner of license plate.

## IMPORTANT INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:  
LIMOUSINES OF SOUTH FLORIDA INC  
3300 SW 11TH AVE  
FT LAUDERDALE, FL 33315

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

## FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 TH 782779252  
BH 1334300

PLATE BSD170 DECAL 16869766 Expires Midnight Wed 12/31/2014

YR/MK	2007/FORD	BODY	BU			Reg. Tax	159.65	Class Code	36
VIN	1FDXE4SP07DA62848			TITLE	98838165	Init. Reg.		Tax Months	12
Plate Type	RGS	NET WT	6038	GVW	6999	County Fee	3.00	Back Tax Mos	
DL/FEID	592S64092-02					Mail Fee		Credit Class	
Date Issued	12/20/2013	Plate Issued	2/4/2013			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	162.65		

LIMOUSINES OF SOUTH FLORIDA INC  
3300 SW 11TH AVE  
FT LAUDERDALE, FL 33315

*Bus  
1202*

## IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

RGS - SUNSHINE STATE

# **EXHIBIT "E"**

## **PRE & POST TRIP INSPECTIONS INFORMATION**

# OPERATORS' BUS PRE-INSPECTION REPORT

NAME: \_\_\_\_\_ DATE: \_\_\_\_\_  
BUS NO.: \_\_\_\_\_ RUN NO.: \_\_\_\_\_

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
PARENTS MEMBER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
CAUSES	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
MEMBERS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WHEEL	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOME		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		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				
			GREEN LITE ON G.E. CAMERA? <input type="checkbox"/> YES <input type="checkbox"/> NO		

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	VIBOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

### ADDITIONAL INFORMATION

**NOTES:**

**BROWARD COUNTY  
DIVISION OF MASS TRANSIT**

### OPERATOR'S BUS DEFECT REPORT

NAME \_\_\_\_\_ DATE \_\_\_\_\_

BUS#		RUN#			
FAREBOX REGISTER	TYPE EXT.	NONE	NO AC	SUSP	AIR BAG
		USED	NO DEFROSTER		KNEELER
		JAMMED	NO HEAT		LEANS L/R
		LOOSE	FOOT		DAMAGED/WORN
		NOT REGISTERING	PARKING		FLAT TIRE/LOW
GAUGES		NO READOUT	NOISY	THRES	LOG NUTS
		AIR	NO INTERLOCK		HARD SHIFTING
		OIL	PULLS L/R		NOISY
		SPEEDOMETER	WONT TRANSMIT		NO REVERSE
		TEMPERATURE	WONT RECEIVE		SLIPPING
LIGHTS		VOLTS	OTHER	TRANS	OIL LEAK
		HEADLIGHTS	TOO FAST		WONT SHIFT
		DOME	TOO SLOW		BROKEN
		MARKER/SIGN	WONT CLOSE		OTHER
		FAREBOX	SENSITIVE EDGE		INOOPERATIVE
WIPERS		TAIL/BRAKE	WONT OPEN	WIPERS	STREAKS
		TURN SIG.	NO POWER		CUT SEAT
		DASHBOARD	OVERHEATS		SEAT BELT
		INSIDE	SMOKES		PASSENGER
		OUTSIDE LEFT	HARD START		WHEELCHAIR LOCK
WHEELS		OUTSIDE RIGHT	WATER/OIL LEAK	SEAT	HARD
		FRONT	NOISY		LOOSE
		REAR	WONT 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.

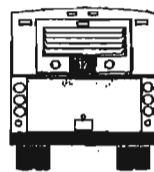
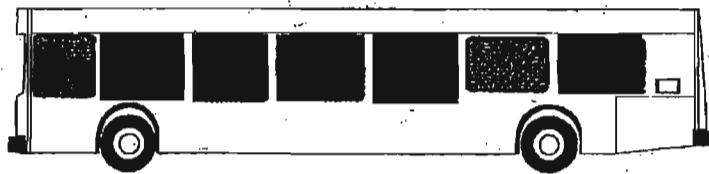
## OTHER ITEMS

**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**

**Community Bus Service (\$15.00/Hour)**

[illegible]

# **EXHIBIT "G"**

## **INSURANCE CERTIFICATE**





# MEMORANDUM

## Risk Management

### CERTIFICATE OF INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED.

### COVERAGE

THIS IS TO CERTIFY THAT THE CITY OF POMPANO BEACH IS SELF INSURED, AND SELF ADMINISTERED FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN.

TYPE OF INSURANCE	POLICY Effective	POLICY Expiration	LIMITS
GENERAL LIABILITY	03/01/14	03/01/15	STATUTORY
PRODUCT LIABILITY	03/01/14	03/01/15	STATUTORY
COMPLETED OPERATIONS	03/01/14	03/01/15	STATUTORY
PERSONAL INJURY	03/01/14	03/01/15	STATUTORY
PROFESSIONAL LIABILITY	03/01/14	03/01/15	STATUTORY
AUTOMOBILE LIABILITY	03/01/14	03/01/15	STATUTORY
ANY AUTO	03/01/14	03/01/15	STATUTORY
ALL OWNED AUTOS	03/01/14	03/01/15	STATUTORY
HIRED AUTOS	03/01/14	03/01/15	STATUTORY
WORKERS' COMPENSATION	03/01/14	03/01/15	STATUTORY

**CANCELLATION:** SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE CITY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE CITY, ITS AGENTS OR REPRESENTATIVES.

Eddie C. Beecher, Risk Manager

**CERTIFICATE HOLDER:**  
Broward County  
Broward County Board of Commissioners  
Community Bus Program  
March 26, 2014

### 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
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <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	<b>\$1 mil</b>	<b>\$2 mil</b>
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b> <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	<b>\$ 1 mil</b>	
<b>EXCESS/UMBRELLA LIABILITY</b> <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"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  <b>\$ 500 k</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (E &amp; O)</b>  Extended coverage period	(each accident)		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b> <b>"ALL RISK" WITH WIND AND FLOOD</b> 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 COVERAGE MUST BE MAINTAINED FOR 90 DAYS AFTER		Completed Value form
<input type="checkbox"/> <b>Installation floater</b> Coverage must be "All Risk", completed value Coverage must remain in force until written final acceptance by County	Maximum Deductible: \$10 k COVERAGE MUST BE MAINTAINED FOR 90 DAYS AFTER	<b>\$10 k</b>	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

Risk Management Division



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
MARSH USA INC  
SUITE 400  
1255 23RD STREET, N.W.  
WASHINGTON, DC 20037

615840-13-14

INSURED  
Limousines of South Florida, Inc.  
2766 NW 62nd Street  
Miami, FL 33142

CONTACT  
NAME:  
PHONE  
(A/C, No, Ext):  
E-MAIL  
ADDRESS:

FAX  
(A/C, No):

## INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: National Interstate Insurance Company

32620

INSURER B: Scottsdale Insurance Company

41297

INSURER C:

INSURER D:

INSURER E:

INSURER F:

## COVERAGES

CERTIFICATE NUMBER:

CLE-004126161-01

REVISION NUMBER: 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

RISK TYPE	TYPE OF INSURANCE	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFT (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC			BCS0031515	02/18/2014	02/18/2015	EACH OCCURRENCE DAMAGE TO RENTED PROPERTIES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 100,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			8198700-00	12/18/2013	12/18/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A				WC STATU TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

City of Pompano Beach  
100 West Atlantic Blvd  
Pompano Beach, FL 33060

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.

Manashi Mukherjee

© 1988-2010 ACORD CORPORATION. All rights reserved.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy (ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME PHONE 1-800-277-1620 x4800 FAX 727-787-0704 E-MAIL ADDRESS
FRANKCRUM INSURANCE AGENCY, INC. 100 S. MISSOURI AVE. CLEARWATER FL 33756	INSURER(S) AFFORDING COVERAGE INSURER A: FRANK WINSTON CRUM INSURANCE CO. NAICK 11600 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED FrankCrum 1-800-277-1620 100 S MISSOURI AVENUE CLEARWATER FL 33756	

COVERAGES CERTIFICATE NUMBER: 251685 REVISION NUMBER:  
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

ISSUER	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GENERAL AGGREGATE LIMIT APPLIES PER POLICY PROJECT LEO						EACH OCCURRENCE DAMAGE TO RENTED PROPERTY (if applicable) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMING AND GOING EACH OCCURRENCE AGGREGATE
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS UMBRELLA LIA EXCESS LIA OCCUR CLAIMS-MADE DED RETENTION						COMBINED SINGLE LIMIT (if applicable) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in FL) If yes, describe in today DESCRIPTION OF OPERATIONS Below	N/A		WC201400000	1/1/2014	1/1/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EACH EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Worksheet, if more space is required)

EFFECTIVE 01/01/2014, COVERAGE IS FOR 100% OF THE EMPLOYEES OF FRANKCRUM LEASED TO LIMOUSINES OF SOUTH FLORIDA, INC (CLIENT) FOR WHOM THE CLIENT IS REPORTING HOURS TO FRANKCRUM. COVERAGE IS NOT EXTENDED TO STATUTORY EMPLOYEES.

CERTIFICATE HOLDER CITY OF POMPANO BEACH 100 WEST ATLANTIC BLVD. POMPANO BEACH, FL 33060	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

# **EXHIBIT "H"**

TITLE VI

# EXHIBIT “H”

## City of Pompano Beach 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.

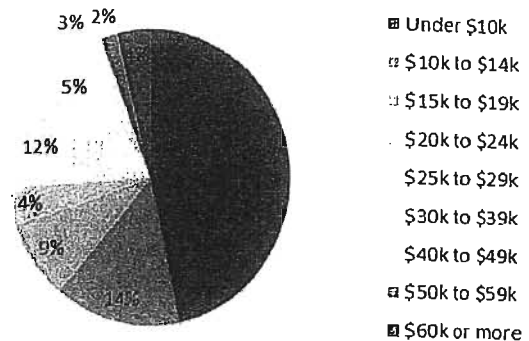
### Service Standards

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.

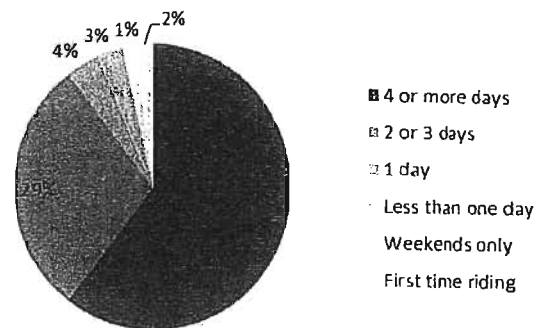
Type	Standard Description
Vehicle Load	1.25 capacity ratio for all vehicles.
Vehicle Headway	75 minute average headway all day.
On-Time Performance	80% On-Time Performance is expected of community bus routes. On-time is

	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.

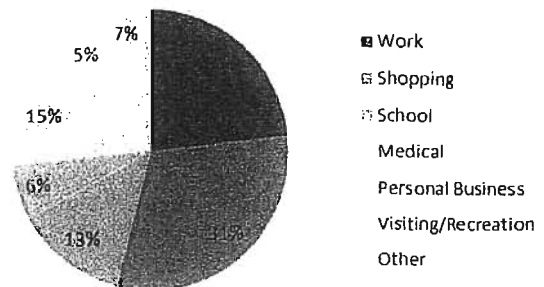
## Annual Household Income



## Frequency of Use



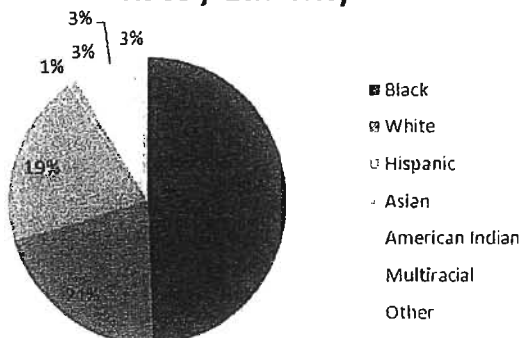
## Trip Purpose



## 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

