

**AGREEMENT FOR
COMMUNITY BUS SERVICES
BETWEEN
THE CITY OF FORT LAUDERDALE
AND
LIMOUSINES OF SOUTH FLORIDA, INC.**

THIS AGREEMENT, made and entered into this 20th day of October, 2020, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, Florida, 33301, and Limousines of South Florida Inc., a Florida corporation, ("Contractor") whose address is 2766 NW 62 Street, Miami, Florida 33147 Email: mlevitt@losf.us, Phone: 954-463-0845.

WHEREAS, the City wishes to piggyback on the City of Lauderdale Lakes' agreement with Contractor for Community Bus Services; and

WHEREAS, the City wishes to enter into an Agreement with Contractor for the Contractor to provide Community Bus Services within the City of Fort Lauderdale.

For and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City with Community Bus Services in accordance with and in strict compliance with the specifications, terms, conditions and requirements set forth in this agreement which includes the price and terms set forth in the Contractor's Agreement with the City of Lauderdale Lakes Contract No. 19-3410-04R ("Master Agreement") incorporated herein.

2. All references to "CITY" in the Master Agreement, shall mean City of Fort Lauderdale, where context permits.

3. The term of this Agreement shall commence on October 17, 2020 and shall end on April 30, 2021.

4. The City's General Conditions and Insurance Requirements are attached hereto as Exhibit "A" and incorporated herein.

5. The City's Scope of Services is attached hereto as Exhibit "B" and incorporated herein. The maps and schedules for the reduced COVID-19 service routes are attached hereto as Exhibit "C" and incorporated herein. The maps and schedules for the regular service routes are attached hereto as Exhibit "D" and incorporated herein. The Drug Free Workplace Certification is attached hereto as Exhibit "E" and incorporated herein. The Schedule of Reports is attached hereto as Exhibit "F" and incorporated herein. The Certificates of Liability Insurance are attached hereto as Exhibit "G" and incorporated herein. Vehicle and Equipment Inventory and Vehicle Registration are attached hereto as Exhibit "H" and incorporated herein. The Pre-Trip/Post Trip Inspection Form is attached hereto as Exhibit "I" and incorporated herein. The Operating Funding Exhibit is attached hereto as Exhibit "J". The Maintenance Exhibit is attached hereto as Exhibit "L" and incorporated herein.

6. Contractor shall comply with all of the terms and conditions of the Interlocal Agreement Between Broward County and City of Fort Lauderdale for Community Shuttle Service effective on October 1, 2019, as amended, which is attached hereto as Exhibit "K" and incorporated herein. Contractor assumes all of City's obligations and responsibilities, and duties, in the Agreement attached as Exhibit "K" and shall comply with all of the City's obligations, requirements, duties, and responsibilities in the Agreement attached as Exhibit "K".

7. **Notice.** Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, Contractor and City designate the following as the respective places for giving of notice:

CITY: City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone No. (954) 828-5364

Copy To: City Attorney
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone No. (954) 828-5037

Contractor: Limousines of South Florida, Inc.
Raymond Gonzalez
2766 NW 62nd Street
Miami, Florida 33147
Telephone No: (954) 463-0845

8. In the event of a conflict between the terms of this Agreement and the Master Agreement, this Agreement shall control. In the event of a conflict between the terms of the Interlocal Agreement between Broward County and City of Fort Lauderdale for Community Shuttle Service, the terms stated in this Agreement shall control.

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

ATTEST:

[Signature]
Jeffrey A. Modarelli, City Clerk

CITY OF FORT LAUDERDALE

By: [Signature]
Christopher J. Lagerbloom, ICMA-CM
City Manager

Approved as to form:

By: [Signature]
Shari Wallen
Assistant City Attorney
ALAIN E. BOILEAU

WITNESSES:

[Signature]
Signature
Print Name
[Signature]
Signature
Print Name

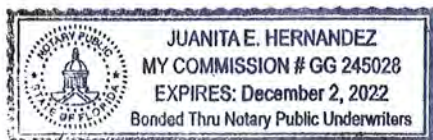
LIMOUSINES OF SOUTH FLORIDA, INC.
By: [Signature]
Raymond Gonzalez, President

(Corporate Seal)

STATE OF FLORIDA:
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 8 day of Oct, 2020, by Raymond Gonzalez as President for Limousines of South Florida, Inc., a Florida corporation.

(SEAL)



[Signature]
(Signature of Notary Public - State of Florida)
Juanita E. Hernandez
Print, Type or Stamp Commissioned Name of
Notary Public)

Personally Known ☒ OR Produced Identification _____
Type of Identification Produced _____

EXHIBIT "A"

INSURANCE REQUIREMENTS

As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, the Contractor, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of the Contractor. The Contractor shall provide the City a certificate of insurance evidencing such coverage. The Contractor's insurance coverage shall be primary insurance for all applicable policies. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

The coverages, limits, and/or endorsements required herein protect the interests of the City, and these coverages, limits, and/or endorsements shall in no way be required to be relied upon by the Contractor for assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of this Agreement or otherwise. The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under this Agreement.

The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits not less than:

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$1,000,000 each occurrence and \$2,000,000 aggregate for Products and Completed Operations

Policy must include coverage for contractual liability and independent contractors.

The City, a Florida municipal corporation, its officials, employees, and volunteers are to be covered as an additional insured with a CG 20 26 04 13 Additional Insured – Designated Person or Organization Endorsement or similar endorsement providing equal or broader Additional Insured Coverage with respect to liability arising out of activities performed by or on behalf of the Contractor. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount not less than \$1,000,000 combined single limit each accident.

If the Contractor does not own vehicles, the Contractor shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Garage Keepers Legal Liability

Coverage shall be purchased for the Contractor's liability for damage or other loss, including comprehensive and collision risks, to the vehicles while in the care, custody, and control of the Contractor. Coverage form must be on a direct primary basis with limits equal to the highest possible replacement cost value of vehicles in the care, custody, and control of the Contractor at any one time.

Garage Liability

Coverage must be afforded in an amount not less than \$1,000,000 per occurrence and must cover the Contractor and the Contractor's employees for the Contractor's garage and related operations while any and all vehicles covered under this Agreement are in the care, custody, and control of the Contractor.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

The Contractor waives, and the Contractor shall ensure that the Contractor's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

The Contractor must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

Insurance Certificate Requirements

- a. The Contractor shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- b. The Contractor shall provide to the City a Certificate of Insurance having a thirty (30) day notice of cancellation; ten (10) days' notice if cancellation is for nonpayment of premium.
- c. In the event that the insurer is unable to accommodate the cancellation notice requirement, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested, and addressed to the certificate holder.
- d. In the event the Agreement term goes beyond the expiration date of the insurance policy, the Contractor shall provide the City with an updated Certificate of Insurance no later than ten (10) days prior to the expiration of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- e. The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the Certificate of Insurance must show a retroactive date, which shall be the effective date of the initial contract or prior.
- f. The City shall be named as an Additional Insured on all liability policies, with the exception of Workers' Compensation.
- g. The City shall be granted a Waiver of Subrogation on the Contractor's Workers' Compensation insurance policy.
- h. The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

The Contractor has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for adding the City as an Additional Insured shall be at the Contractor's expense.

If the Contractor's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, the Contractor may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.

The Contractor's insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.

Any exclusion or provision in any insurance policy maintained by the Contractor that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of contract.

All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of contract. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, coverage forms and limits of Contractor's insurance policies.

The Contractor shall provide notice of any and all claims, accidents, and any other occurrences associated with this Agreement to the Contractor's insurance company or companies and the City's Risk Management office, as soon as practical.

It is the Contractor's responsibility to ensure that any and all of the Contractor's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of the Contractor.

CITY OF FORT LAUDERDALE
GENERAL CONDITIONS for PIGGYBACK & CO-OP CONTRACTS

These conditions are standard for all piggyback, local, state, or national cooperative procurement organization, federal General Services Administration, and State of Florida contracts for the purchase of goods or services by the City of Fort Lauderdale.

PART I CONDITIONS:

1.01 DELIVERY: Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.

1.02 PACKING SLIPS: It will be the responsibility of the Contractor to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.

1.03 PAYMENT TERMS AND CASH DISCOUNTS: Payment terms will be net 45 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last.

1.04 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS: The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.05 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Contractors are requested to include

in their proposals a narrative describing their past accomplishments and intended actions in this area. If Contractors are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a Contractor is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

1.06 SCRUTINIZED COMPANIES

As a condition precedent to the effectiveness of any contract for goods or services of \$1 million or more and as a condition precedent to the renewal of any contract for goods or services of \$1 million or more, subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and that it does not have business operations in Cuba or Syria, as provided in section 287.135, Florida Statutes (2019), as may be amended or revised. As a condition precedent to any contract for goods or services of any amount and as a condition precedent to the renewal of any contract for goods or services of any amount, the Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2019), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2019), as may be amended or revised, or is engaged in a boycott of Israel, or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2019), as may be amended or revised.

1.07 DEBARRED OR SUSPENDED CONTRACTORS

The Contractor certifies that neither it nor any of its principals or subcontractors are presently debarred or suspended by any federal department or agency.

Part II TAXES:

2.01 TAXES: The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.

PART III BONDS AND INSURANCE

3.01 PERFORMANCE BOND: If a performance bond is required by the Contract, as a condition precedent to the effectiveness of the Agreement, the Contractor shall within fifteen (15) working days after the commencement date of the Contract, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in the Contract as surety for faithful performance under the terms and conditions of the Contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

3.02 INSURANCE: The Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in the Contract.

The Contractor shall provide to the Procurement Services Division original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. The Contractor agrees to abide by such modifications.

PART IV PURCHASE ORDER AND CONTRACT TERMS:

4.01 COMPLIANCE WITH SPECIFICATIONS, LATE DELIVERIES/PENALTIES: Items offered may be tested for compliance with contract specifications. Items delivered which do not conform to Contract specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:

- Contractor's name being removed from the City's bidder's mailing list for a specified period and Contractor will not be recommended for any contract during that period.
- All City Departments being advised to refrain from doing business with the Contractor.
- All other remedies in law or equity.

4.02 ACCEPTANCE, CONDITION, AND PACKAGING: The material delivered pursuant to the Contract shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the Contract, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.

4.03 SAFETY STANDARDS: All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended.

4.04 ASBESTOS STATEMENT: All material supplied must be 100% asbestos free. Contractor certifies that Contractor will supply only material or equipment that is 100% asbestos free.

4.05 VERBAL INSTRUCTIONS PROCEDURE: No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.

4.06 INDEPENDENT CONTRACTOR: The Contractor is an independent contractor under this Agreement. services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in the Contract, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.

4.07 INDEMNITY/HOLD HARMLESS AGREEMENT: Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee, agent, invitee, subcontractor, or sublicensee of the Contractor. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.

4.08 TERMINATION FOR CAUSE: If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.

4.09 TERMINATION FOR CONVENIENCE: The City reserves the right, in the City's best interest as determined by the City Manager or his designee, to cancel the contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.

4.10 CANCELLATION FOR UNAPPROPRIATED FUNDS: The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.

4.11 RECORDS/AUDIT: The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City Auditor or the City Auditor's designee, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports, and records relating to this contract. The Contractor shall retain all books of account, reports, and records relating to this contract for the duration of the contract and for three years after the final payment under this Agreement, until all pending audits, investigations or litigation matters relating to the contract are closed, or until expiration of the records retention period prescribed by Florida law or the records retention schedules adopted by the Division of Library and Information Services of the Florida Department of State, whichever is later.

4.12 PERMITS, TAXES, LICENSES: The successful Contractor shall, at Contractor's own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.

4.13 LAWS/ORDINANCES: The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.

NON-DISCRIMINATION: The Contractor shall not, in any of its activities, including employment, discriminate against any individual on the basis of race, color, national origin, religion, creed, age, sex, disability, sexual orientation, gender, gender identity, gender expression, or marital status.

The following subparagraphs apply to any contract for the purchase of goods or services exceeding one hundred thousand dollars (\$100,000.00):

1. The Contractor certifies and represents that the Contractor will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2019), as may be amended or revised, ("Section 2-187").
2. The failure of the Contractor to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if the Contractor fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until the Contractor complies with Section 2-187.
5. The Contractor may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

4.14 UNUSUAL CIRCUMSTANCES: If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.

2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve Contractor of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying Contractor from receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

4.15 ELIGIBILITY: If applicable, the Contractor must first register with the Florida Department of State in accordance with Florida Statutes, prior to entering into a contract with the City.

4.16 PATENTS AND ROYALTIES: The Contractor, without exception, shall defend, indemnify, and hold harmless the City and the City's employees, officers, employees, volunteers, and agents from and against liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including their use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include any and all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

4.17 ASSIGNMENT: Contractor shall not transfer or assign the performance required by the Contract without the prior written consent of the City. The Contract and the monies which may become due hereunder are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original approval.

4.18 GOVERNING LAW; VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of the Contract, and for any other legal proceeding, shall be in the courts in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida.

4.19 PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, 100 N. ANDREWS AVENUE, FORT LAUDERDALE, FLORIDA 33301.

Contractor shall comply with public records laws, and Contractor shall:

1. Keep and maintain public records required by the City to perform the service.
2. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2019), as may be amended or revised, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
4. Upon completion of the Contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

4.20 WARRANTIES OF USAGE: Any quantities listed in this Contract are estimates. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.

EXHIBIT “B”

**COMMUNITY BUS SERVICE
CITY OF FORT LAUDERDALE - SCOPE OF SERVICES**

I. GENERAL SCOPE OF SERVICES:

The City of Fort Lauderdale seek the services of a qualified Contractor to provide day to day management, operation and maintenance of the public transportation services for Beach Link, Las Olas Link, Downtown Link, Neighborhood Link, and Northwest Community Link routes.

II. CONTRACTOR 'S SERVICES:

- A. The Contractor agrees to provide all services necessary for the day to day management, operation and maintenance of the public transportation services for the Beach Link, Las Olas Link, Downtown Link, Neighborhood Link, and Northwest Community Link routes according to Exhibit "C" and Exhibit "D", Bus schedule and designated stops – City of Fort Lauderdale Community Shuttle / Sun Trolley.
- B. The Contractor shall provide free public transportation services (until such time as City determines a fare to be appropriate), within the City at the locations and according to the schedules set forth in Exhibit "C", Bus schedule and designated stops – City of Fort Lauderdale Community Shuttle / Sun Trolley.
- C. The established service must be on a fixed route basis with designated stops on reduced COVID-19 service routes and schedule in accordance with Exhibit "C" from the effective date of this agreement until the City informs Contractor in writing to provide regular service in accordance with Exhibit "D". The regular service routes and schedule, and maps are included in Exhibit "D" attached hereto and incorporated herein. Contractor will be provided with 48 hours written notice by the City to provide regular service in accordance with Exhibit "D". The hours of operation may be amended from time to time at the discretion of the City and Broward County to respond to budgetary constraints and/or the needs of the community.
- D. The City and Contractor shall maintain a minimum average of seven (7) passengers per revenue hour on the route operated by the City and Contractor. In the event that City and Contractor do not maintain such minimum average of passengers, City and Contractor shall attempt to increase ridership, which may include modification of the route.
- E. The Vehicle shall be operated by a properly licensed operator ("vehicle chauffeurs") employed by the Contractor. The Contractor is required to have a Class A or B CDL license. These employees shall provide full utilization of vehicle to all including disabled passengers while in service.
- F. Vehicle chauffeurs hired by Contractor shall issue Broward County bus route timetables or other transit information to any passenger requesting such material.
- G. Insofar as possible, scheduled service shall be coordinated with existing Broward County bus service. It is the intent of the parties that City's scheduled service shall not duplicate existing Broward County bus service.
- H. The Contractor shall maintain the vehicle provided by the City in accordance with the Manufacturer's standards and keep vehicle in reasonable and operating conditions at all times.
- I. The Contractor will be held responsible for meeting the requirements of the Americans with Disabilities Act (ADA) while the vehicle provided herein is utilized for City transportation. To the extent that any terms of the eventual Contract are inconsistent with the ADA, the requirements of the ADA shall prevail.
- J. The Contractor shall at all times comply with the requirements of Broward County Ordinance 92-8, pertaining to the maintenance of a Drug-Free Workplace Program.
- K. The Contractor shall at all times comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration (FTA), which shall include, but not be limited to regulations for drug and alcohol testing. To the extent that any terms of the intended Contract are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- L. The Contractor agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo, the Broward County assigned identification number and the City of Fort Lauderdale logo shall be conspicuously displayed on the rear of the vehicle at all times.
- M. The Contractor shall maintain certain records of information and data in the format prescribed by Broward County and shall furnish such records to Broward County, with a copy to the City, on a monthly basis.
- N. The Contractor shall, at all times, ensure that the vehicles are equipped with fully operational Florida Relay System equipment to assist the hearing and speech impaired riders.
- O. Per the Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, Provider may not discriminate on the basis of race, color, national origin, age, disability, family or religious status, in the selection and retention of any employees and/or subcontractors.

III. CITY'S SERVICES:

- A. The City shall review all policies established by the Contractor relative to the public transportation services.

- B. City shall review the service planning, including adjustments to the routes, schedules, and such other factors that affect the quality of service provided.
- C. The City shall provide Contractor with bus route timetable prepared by Broward County Mass Transit Division sufficient to inform City and Broward County residents, visitors and passengers of service to be made available.
- D. The City, in coordination with Broward County, shall be responsible for designation of transit stops. It is understood that passengers will be able to board at designated stops or depart from anywhere along the route as well as designated stops.
- E. The City shall lease to Contractor two (2) twenty (20) passenger, wheelchair accessible, passenger vehicles, obtained from County, to be used in regular service route. Such vehicles shall comply with the Americans With Disabilities Act of 1990 and all applicable federal and state regulations. The vehicle shall be leased to the Contractor for Ten Dollars (\$10.00) per year. Prior to acceptance of the vehicle by Contractor, the Contractor, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designated by the Contractor .
- F. The City shall provide the manufacturer's warranties and maintenance shop manuals to the Contractor.

IV. COMPENSATION:

- A. In return for services provided by the Contractor, the City agrees to pay the Contractor on an hourly basis, per hour in revenue service. The funds shall be used by Contractor solely for the purposes of maintaining, operating and properly equipping the vehicle and for no other purpose. City shall not be responsible for payment of any other monies to the Contractor.
- B. The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Contractor as they become due. Contractor shall submit invoices to the City documenting hours of service provided by the Contractor during the preceding month, together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Contractor pursuant to the terms set forth in the Agreement.

V. PERFORMANCE STANDARDS:

- A. The public transportation service described in the Agreement shall begin operations when the notice to proceed is issued, and such service shall run according to the schedule set forth in Exhibit "C" and "D". The schedule shall be followed unless otherwise agreed upon in writing by the parties.
- B. The Contractor shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to (added: traffic conditions), vehicular accidents, and mechanical breakdowns.

VI. PERSONNEL REQUIREMENTS:

- A. Contractor shall designate a Project Manager who will oversee the complete operation of the public transportation service and will serve as the day-to-day liaison with the City.
- B. Vehicle chauffeurs employed by the Contractor during the term of the intended Contract shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications required by the State of Florida and Broward County. The vehicle chauffeurs shall be required to attend and successfully complete Broward County's training program prior to operating the vehicles. All drivers shall possess the following qualifications and adhere to the following standards. Contractor shall immediately dismiss any driver from performing services, should the driver fail to maintain said qualifications or standards as listed below:
 - Minimum age for drivers shall be 21 years.
 - Drivers must possess a valid Florida Commercial driver's license as required by law.
 - Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers shall have no history of a conviction for a DUI.
 - Drivers must be capable of speaking, writing, and understanding the English language fluently.
 - Drivers shall operate the vehicle in a safe and timely manner.

- Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.
- At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes.
- Drivers shall distribute or collect flyers, handouts, surveys, etc. as City may request from time to time.
- Drivers shall not accept gratuities.
- Drivers shall assist all passengers, including passengers with disabilities with entering and exiting the vehicles.
- Drivers shall not smoke or play radios or permit passengers to do the same in the vehicles (unless the passenger is using headphones with radios).
- Driver shall not talk on cellular phones nor have on headphones while operating vehicles.
- Drivers shall not be convicted of a crime during the term of the Contract.
- Drivers shall not test positive for drug test administered by a responsible testing facility or in cooperation with the drug-testing program at Broward County or the City.

VII. CONDITION AND MAINTENANCE OF VEHICLES

- A. Contractor shall maintain the vehicles in accordance with manufacturer's standards.
- B. Contractor shall supply any additional vehicles to provide for back-up service within thirty (30) minutes in the event that vehicle is out of service. Contractor shall provide an ADA accessible backup vehicle should it be necessary to continue service as outlined in this contract.
- C. Vehicle shall be maintained in good condition, operationally and be in clean appearance at all times. The vehicle shall be kept in good repair and condition, satisfactory to the City at a minimum to the standards listed below:
 1. Equipping of Vehicle:
 - The vehicle shall be equipped with all required safety equipment.
 - The vehicle shall be equipped with two-way communications to be provided by the Contractor.
 - The vehicles shall conform to the standards required by the Americans With Disabilities (ADA).
 - The vehicle shall have heating and air conditioning systems that are fully operational every day the vehicle is in service.
 2. Maintenance of vehicle
 - The interiors of the vehicle shall be cleaned at least once per day and the exterior shall be cleaned at least once per week. The vehicle shall be exterminated for pests at least once per week. Contractor shall have a continuing obligation to ensure cleanliness of the vehicle, and Contractor shall perform additional cleaning and extermination for pests as circumstances may warrant.
 - The vehicle and equipment of the vehicle shall be maintained in fully operational condition at all times during the term of the contract. Contractor shall cause all components of each vehicle, including its body,

frame, graphic wrap, furnishings, mechanical, electrical, hydraulic, rims, tires or other operating systems to be maintained according to manufacturer's recommendations. Contractor shall cause any vehicle damaged in an accident or otherwise to be repaired to be replaced immediately, including the graphic wraps. Contractor shall, at its sole cost and expense, provide fuel, lubricants, parts and supplies as required for the maintenance and operation of the vehicle.

- The vehicle shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rule Chapter 14-90, "Minimum Requirements for Transit Coaches and System Equipment." All parts of the vehicle and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor vehicle safety standards.
- Contractor shall initiate and maintain an effective safety and mechanical inspection program.
- The vehicle shall be available for inspection by the City prior to Contractor placing them in service and at any time thereafter at the City's discretion. City has the sole discretion to reject temporarily or permanently any vehicle which City deems acceptable for reasons of safety, disrepair or appearance.

VIII. RECORD KEEPING, REPORTING AND AUDITING

- A. The Contractor shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by City to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and practices. All project records prepared by Contractor shall be owned by City and made available to City at no charge. City may elect to authorize representatives to inspect, audit, and analyze the records of Contractor relating to the subject service. City shall have the right to audit the books, records and accounts of the Contractor. Contractor shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the project or according to the scheduled reporting periods.
- B. Contractor shall record on a daily basis and report daily to the City all disruptions in service, to include but not limited to late service, vehicle breakdowns, accidents, if a vehicle is out of service and any other incidents affecting service.
- C. Contractor's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Contractor agrees to submit copies of such documentation to the City on a weekly basis.
- D. Contractor shall maintain daily records of total passenger utilization and total mileage logged on the vehicle while performing the services. Contractor's Project Manager shall provide accurate reports on ridership by trip to the City on a monthly basis.
- E. City shall approve Contractor's forms that may be required.
- F. In the event funds paid to Contractor are subsequently disallowed by the City because of accounting errors or charges not in conformity with the services to be rendered, Contractor shall refund promptly to the City such disallowed funds or such disallowed funds will be withheld from subsequent payment by the City to the Contractor. No payment will be withheld or disallowed until the City has given the Contractor written notice of the reason, with ten (10) days to correct, cure or otherwise reasonably satisfy the City. No more than the disputed amount will be withheld. Both City and Contractor shall diligently pursue the resolution of any dispute regarding the accounting or charges.
- G. Contractor shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to these services for a period of five (5) years after termination of the resultant contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The contract shall also adhere to Public Records, Chapter 119 of the Florida Statute.

IX. PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the City by Contractor at least two (2) days prior to the start of service and are subject to approval by the City:

A. An operations manual for the subject services which describes all operations, procedures and policies, including, but not limited to, the following:

- Vehicle operating procedures
- Communications operating procedures
- Driver conduct rules and regulations
- Safety procedures
- Accident procedures
- Administration and reporting procedures, and
- Other operating procedures and policies, as required for proper operation of the subject service

B. Job descriptions for drivers and administrative personnel

C. Maintenance procedures for the vehicle.

D. Training procedures for drivers.

X. MISCELLANEOUS REQUIREMENTS

A. The City will manage and receive all funds for advertising on or in the buses. Advertising of any alcohol, tobacco, adult entertainment, gambling, overtly sexual material, or obscene or offensive materials will be prohibited. If the City reasonably objects to any advertisement, such advertisement shall be removed within fifteen (15) days of written notice.

B. FINES: The Contractor acknowledges that the City will incur certain costs or damages in monitoring and seeking conformance with the requirement of the Agreement, or in the event of a breach of this Agreement, the amount(s) of which cannot be specifically ascertained, notwithstanding their respective efforts to do so. Accordingly, the Contractor and City have established a governing schedule of fines. The Schedule of fines the City will assess against the Contractor as a consequence of the Contractor's failure to conform to the customer service requirements as outlined in the Agreement are as follows:

- Failure to provide backup service within thirty (30) minutes in the event that one or more vehicles are out of service shall result in a fine of \$30.00 per hour per affected bus or van.
- Failure to provide heat or air conditioning shall result in a fine of \$30.00 per hour per affected bus or van.
- Failure to maintain vehicles shall result in a fine of \$15.00 per hour per affected bus or van.
- Failure to maintain transit schedule within a 15-minute window, excluding acts of weather, road construction/closing, or driver illness shall result in a fine of \$6.00 per hour per affected bus or van.
- Failure to notify the City regarding any changes in schedule shall result in a fine of \$6.00 per hour per affected bus or van.

* All fines shall be prorated for any portion less than one (1) hour.

C. COMPORTMENT; CHANGE OF PERSONNEL: At all times when such personnel are in the CITY OF FORT LAUDERDALE, whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City or call into the question the competence or demeanor of such person

relative to the performance of the transportation services, which, by its nature, requires such personnel to potentially come into contact with minors and the handicapped. The City reserves the right to require the change of any personnel upon not less than three (3) business day's written notice, setting forth the name of the person to be replaced, or in the absence of a name, the route taken and the time of day in which the transportation services were provided.

- D. DUTY ROSTER: The Contractor shall provide the City with the name of each personnel and the route and date of such individual's duty station. Such roster shall be provided on a weekly basis as of Friday of the week preceding.
- E. HOLDING OF FUNDS: The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Contractor as they become due. Contractor shall submit invoices to the City documenting hours of service provided by the Contractor during the preceding month together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Contractor pursuant to the terms set forth herein.

EXHIBIT “C”

COVID-19 REDUCED SCHEDULE AND DESIGNATED STOPS



Downtown Link

All BCT Stops

| Stop # | Description | Direction |
|--------|---|------------|
| 0002 | BROWARD CENTRAL TERMINAL | Northbound |
| 0004 | SE 3 AVE/SE 7 S | Southbound |
| 0005 | SE 3 AVE/SE 9 S | Southbound |
| 0006 | SE 3 AVE/SE 11 S | Southbound |
| 0007 | SE 3 AVE/DAVIE BLVD (S) | Southbound |
| 0008 | SE 3 AVE/SE 14 ST | Southbound |
| 0009 | SE 3 AVE/SE 16 ST - (BROWARD HEALTH MED CTR) | Southbound |
| 0998 | ANDREWS AVE/SE 2 ST (210 S Andrews Ave) | Northbound |
| 1501 | NE 3 AVE/NE 3 ST | Northbound |
| 1776 | ANDREWS AVE/DAVIE BLVD (Davie Blvd West) | |
| 1777 | ANDREWS AVE/SE 9 ST | Northbound |
| 1778 | ANDREWS AVE/SE 7 ST | Northbound |
| 1779 | ANDREWS AVE/SE 6 ST (Publix/Courthouse) | |
| 1780 | ANDREWS AVE/SE 5 ST | Northbound |
| 1903 | SE 17 ST/ANDREWS AVE (Broward Gen Hosp West) | Westbound |
| 1904 | ANDREWS AVE/SE 14 ST | Northbound |
| 1905 | NE 3 AVE/NE 5 ST | Northbound |
| 2037 | ANDREWS AVE/NW 5 ST | Southbound |
| 2512 | ANDREWS AVE/SISTRUNK BLVD | Southbound |
| 2513 | ANDREWS AVE/NW 4 ST | Southbound |
| 3149 | ANDREWS AVE/SE 16 ST | Northbound |
| 3320 | SE 3 AVE/SE 6 COURT (County Courthouse) | Southbound |
| 3321 | SE 3 AVE/LAS OLAS BLVD (FAU/ BCC) | Southbound |
| 3981 | SE 17 ST/SE 3 AVE | Westbound |
| 4445 | SE 3 AVE/DAVIE BLVD (N) (Da- vie Blvd East) | |

Sun Trolley Stops

| BROWARD TERMINAL | FAU/BCC | COUNTY COURTHOUSE | DAVIE BOULEVARD EAST | BROWARD GENERAL HOSPITAL EAST - SE 3 AVE | BROWARD GENERAL HOSPITAL WEST | DAVIE BOULEVARD WEST | PUBLIX/ COURTHOUSE (ANDREWS & SE 6 ST) | 210 SOUTH ANDREWS AVE | BROWARD TERMINAL |
|---------------------|-------------|----------------------|----------------------------|---|-------------------------------------|----------------------------|---|--------------------------|---------------------|
| Stop # 0002 | Stop # 3321 | Stop # 3320 | Stop # 4445 | Stop # 0009 | Stop # 1903 | Stop # 1776 | Stop # 1779 | Stop # 0998 | Stop # 0002 |
| 9:00a | 9:07a | 9:12a | 9:15a | 9:20a | 9:24a | 9:28a | 9:31a | 9:36a | 9:46a |
| 9:50a | 9:54a | 9:58a | 10:00a | 10:04a | 10:07a | 10:10a | 10:12a | 10:16a | 10:26a |
| 10:30a | 10:34a | 10:38a | 10:40a | 10:44a | 10:47a | 10:50a | 10:52a | 10:56a | 11:06a |
| 11:10a | 11:14a | 11:18a | 11:20a | 11:24a | 11:27a | 11:30a | 11:32a | 11:36a | 11:46a |
| 11:50a | 11:54a | 11:58a | 12:00p | 12:04p | 12:07p | 12:10p | 12:12p | 12:16p | 12:26p |
| 12:30p | 12:34p | 12:38p | 12:40p | 12:44p | 12:47p | 12:50p | 12:52p | 12:56p | 1:06p |
| 1:10p | 1:14p | 1:18p | 1:20p | 1:24p | 1:27p | 1:30p | 1:32p | 1:36p | 1:46p |
| 1:50p | 1:54p | 1:58p | 2:00p | 2:04p | 2:07p | 2:10p | 2:12p | 2:16p | 2:26p |
| 2:30p | 2:34p | 2:38p | 2:40p | 2:44p | 2:47p | 2:50p | 2:52p | 2:56p | 3:06p |
| 3:10p | 3:14p | 3:18p | 3:20p | 3:24p | 3:27p | 3:30p | 3:32p | 3:36p | 3:46p |
| 3:50p | 3:54p | 3:58p | 4:00p | 4:04p | 4:07p | 4:10p | 4:12p | 4:16p | 4:26p |
| 4:30p | 4:37p | 4:42p | 4:45p | 4:50p | 4:54p | 4:58p | 5:00p | | |



Las Olas Link

All BCT Stops

| Stop # | Description | Direction |
|--------|----------------------------|------------|
| 0911 | LAS OLAS BLVD/SE 2 AVE | Eastbound |
| 0913 | LAS OLAS BLVD/SE 6 AVE | Eastbound |
| 0914 | LAS OLAS BLVD/SE 8 AVE | Eastbound |
| 0915 | LAS OLAS B/SE 9 A | Eastbound |
| 0916 | LAS OLAS BLVD/TARPON DR | Eastbound |
| 0918 | LAS OLAS BLVD/CORAL W | Eastbound |
| 0919 | LAS OLAS BLVD/SE 25 AVE | Eastbound |
| 0920 | LAS OLAS BLVD/A1A | Eastbound |
| 0921 | A1A/POINSETTIA ST | Northbound |
| 0923 | A1A/SEBASTIAN ST | Northbound |
| 0924 | A1A/GRANADA ST | Northbound |
| 0925 | A1A/VIRAMAR ST | Northbound |
| 0926 | A1A/TERRAMAR ST | Northbound |
| 0986 | LAS OLAS BLVD/BIRCH R | Westbound |
| 0987 | LAS OLAS BLVD/RIVIERA DR | Westbound |
| 0988 | LAS OLAS BLVD/NURMI DR | Westbound |
| 0989 | LAS OLAS BLVD/HENDRICKS IS | Westbound |
| 0990 | LAS OLAS BLVD/S GORDON R | Westbound |
| 0991 | LAS OLAS BLVD/SE 17 AVE | Westbound |
| 0992 | LAS OLAS BLVD/SE 13 AVE | Westbound |
| 0993 | LAS OLAS BLVD/SE 10 T | Westbound |
| 0994 | LAS OLAS BLVD/SE 6 AVE | Westbound |
| 0995 | LAS OLAS BLVD/SE 4 AVE | Westbound |
| 0996 | LAS OLAS BLVD/SE 2 AVE | Westbound |
| 0998 | ANDREWS AVE/SE 2 ST | Northbound |
| 2391 | LAS OLAS BLVD/BONTONA ST | Eastbound |
| 2392 | LAS OLAS BLVD/LIDO DR | Eastbound |
| 2394 | A1A/BAYSHORE R | Northbound |
| 2401 | LAS OLAS BLVD/SE 23 AVE | Westbound |
| 2402 | LAS OLAS BLVD/VENICE R | Westbound |
| 2403 | LAS OLAS BLVD/SE 8 AVE | Westbound |
| 3004 | LAS OLAS BLVD/SE 15 AVE | Eastbound |
| 3254 | A1A/WINDAMAR ST | Southbound |
| 3506 | A1A/CASTILLO ST | Southbound |
| 3507 | A1A/BANYAN ST | Southbound |
| 3530 | A1A/BAYSHORE DR | Southbound |
| 3616 | A1A/LAS OLAS B | Northbound |
| 3748 | LAS OLAS BLVD/SE 12 AVE | Westbound |
| 3749 | LAS OLAS BLVD/SE 9 AVE | Westbound |
| 3979 | A1A/GRANADA ST | Southbound |
| 4244 | LAS OLAS BLVD/SUNSET DR | Eastbound |
| 5112 | LAS OLAS BLVD/SE 4 AVE | Eastbound |
| 5450 | LAS OLAS BLVD/SE 15 AVE | Westbound |

Sun Trolley Stops

| LAS OLAS BLVD/ SE 9 AVE - EAST | BEACH PLACE A1A - EAST | TERRAMAR ST & A1A | BEACH PLACE A1A - WEST | LAS OLAS BLVD/ SE 9 AVE - WEST |
|--------------------------------|------------------------|-------------------|------------------------|--------------------------------|
| Stop # 0915 | Stop # 0921 | Stop # 0926 | Stop # 3506 | Stop # 3749 |
| 12:45p | 12:53p | 12:55p | 1:01p | 1:06p |
| 1:33p | 1:41p | 1:43p | 1:49p | 1:54p |
| 2:22p | 2:30p | 2:32p | 2:38p | 2:43p |
| 3:11p | 3:19p | 3:21p | 3:27p | 3:32p |
| 4:00p | 4:08p | 4:10p | 4:16p | 4:21p |
| 4:50p | 4:58p | 5:00p | | |



Beach Link

All BCT Stops

| Stop # | Description | Direction |
|--------|--|------------|
| 0008 | SE 3 AVE/SE 14 ST | Southbound |
| 0009 | SE 3 AVE/SE 16 ST | Southbound |
| 0010 | SE 17 ST/SE 3 AVE | Eastbound |
| 0011 | SE 17 ST/US1 (W) | Eastbound |
| 0117 | SE 17 ST/US 1 | Westbound |
| 0921 | A1A/POINSETTIA ST | Northbound |
| 0923 | A1A/SEBASTIAN ST | Northbound |
| 0924 | A1A/GRANADA ST | Northbound |
| 0925 | A1A/VIRAMAR ST | Northbound |
| 0926 | A1A/TERRAMAR ST | Northbound |
| 0927 | A1A/VISTAMAR ST | Northbound |
| 0928 | A1A/NE 9 ST | Northbound |
| 0985 | A1A/VISTAMAR ST | Southbound |
| 1636 | NE 26 AVE/SUNRISE BLVD - (GALLERIA) | Southbound |
| 1819 | SUNRISE BLVD/BIRCH R | Eastbound |
| 1885 | SE 17 ST/US 1 (E) | Eastbound |
| 1886 | SE 17 ST/SE 10 AVE | Eastbound |
| 1887 | SE 17 ST/CORDOVA RD (HARBOR SHOPS) | Eastbound |
| 1889 | SE 17 ST/SE 15 AVE | Eastbound |
| 1890 | SE 17 ST/EISENHOWER BLVD | Eastbound |
| 1891 | SE 17 ST/SE 23 AVE | Eastbound |
| 1892 | A1A/HOLIDAY DR | Northbound |
| 1893 | A1A/BAHIA MAR | Northbound |
| 1894 | A1A/HARBOR DR | Southbound |
| 1897 | SE 17 ST/SE 23 AVE | Westbound |
| 1898 | SE 17 ST/EISENHOWER BLVD | Westbound |
| 1899 | SE 17 ST/SE 15 AVE | Westbound |
| 1900 | SE 17 ST/CORDOVA RD | Westbound |
| 1901 | SE 17 ST/SE 10 AVE | Westbound |
| 1902 | SE 17 ST/MIAMI RD | Westbound |
| 1903 | SE 17 ST/ANDREWS AVE | Westbound |
| 2394 | A1A/BAYSHORE DR | Northbound |
| 2498 | A1A/HARBOR BEACH PKWY | Southbound |
| 2687 | A1A/HARBOR DR | Northbound |
| 3054 | SE 17 ST/MAYAN DR | Northbound |
| 3055 | A1A/HARBOR BEACH PKWY | Northbound |
| 3056 | A1A/HOLIDAY DR | Southbound |
| 3149 | ANDREWS AVE/SE 16 ST | Northbound |
| 3254 | A1A/WINDAMAR ST | Southbound |
| 3506 | A1A/CASTILLO S (BEACHPLACE & SEABREEZE BLVD) | Southbound |
| 3507 | A1A/BANYAN ST | Southbound |
| 3508 | A1A/LAS OLAS BLVD | Southbound |
| 3509 | A1A/SE 5 ST - (SWIMMING HALL OF FAME) | Southbound |
| 3530 | A1A/BAYSHORE DR | Southbound |
| 3616 | A1A/LAS OLAS BLVD | Northbound |
| 3620 | A1A/#545 - (FORT LAUDERDALE) | Northbound |
| 3621 | A1A/SE 5 ST | Northbound |
| 3896 | SUNRISE BLVD/A1A | Westbound |
| 3979 | A1A/GRANADA ST | Southbound |
| 3981 | SE 17 S/SE 3 A (BROWARD GENERAL HOSPITAL) | Westbound |
| 4325 | A1A/#801 | Southbound |
| 4360 | A1A/NE 9 ST | Southbound |

Sun Trolley Stops

| NE 26 AVE/ SUNRISE BLVD - (GAL- LERIA) | A1A/ CASTILLO S (BEACH- PLACE & SEABREEZE BLVD) | A1A/LAS OLAS BLVD | A1A & BAHIA MAR - NORTH | SE 17 ST & EISENHOWER BLVD - WEST | BROWARD GENERAL HOSPITAL - WEST | SE 17 ST/ CORDOVA RD (HARBOR SHOPS) | SE 17 ST & EISENHOWER BLVD - EAST | A1A & BAHIA MAR - SOUTH | A1A/ POINSETTIA ST (BEACH PLACE) | GALLERIA |
|---|--|----------------------|----------------------------|---|--|--|---|----------------------------|---|-------------|
| Stop # 1636 | Stop # 3506 | Stop # 3508 | Stop # 3510 | Stop # 1898 | Stop # 3981 | Stop # 1887 | Stop # 1890 | Stop # 1893 | Stop # 0921 | Stop # 1636 |
| | | | | | 10:30a | 10:35a | 10:43a | 10:48a | 10:50a | 11:02a |
| 11:20a | 11:31a | 11:33a | 11:35a | 11:43a | 11:48a | 11:59a | 12:07p | 12:12p | 12:15p | 12:27p |
| 12:35p | 12:48p | 12:50p | 12:52p | 1:00p | 1:04p | 1:11p | 1:19p | 1:23p | 1:26p | 1:38p |
| 1:50p | 2:03p | 2:05p | 2:07p | 2:15p | 2:21p | 2:28p | 2:36p | 2:40p | 2:43p | 2:55p |
| 3:05p | 3:12p | 3:14p | 3:16p | 3:24p | 3:32p | 3:39p | 3:47p | 3:51p | 3:54p | 4:06p |
| 4:19p | 4:25p | 4:27p | 4:29p | 4:37p | 4:45p | 4:52p | 5:00p | | | |



Neighborhood Link

All BCT Stops

| Stop # | Description | Direction |
|--------|--|------------|
| 0002 | BROWARD CENTRAL TERMINAL | Northbound |
| 0138 | NW 7 AVE/NW 4 ST - (FAMILY HEALTH CTR)/ POST OFFICE | Northbound |
| 0614 | BROWARD BLVD/NW 15 AVE | Westbound |
| 0615 | BROWARD BLVD/NW 18 AVE/SALVATION ARMY | |
| 0616 | BROWARD BLVD/NW 24 AVE | Westbound |
| 0617 | BROWARD BLVD/NW 27 AVE/SHERIFF'S OFFICE | |
| 0619 | BROWARD BLVD/NW 29 AVE | Westbound |
| 0620 | BROWARD BLVD/NW 31 AVE | Westbound |
| 0622 | BROWARD BLVD/NW 34 AVE/NW 33 AVE/ NORTH BROWARD BLVD | Westbound |
| 0720 | BROWARD BLVD/SW 30 AVE | Eastbound |
| 0721 | BROWARD BLVD/SW 29 AVE | Eastbound |
| 0722 | BROWARD BLVD/SW 28 AVE | Eastbound |
| 0723 | BROWARD BLVD/SW 27 AVE | Eastbound |
| 0724 | BROWARD BLVD/SW 26 AVE | Eastbound |
| 0725 | BROWARD BLVD/SW 22 AVE | Eastbound |
| 0726 | BROWARD BLVD/NW 18 AVE/SALVATION ARMY | Eastbound |
| 2253 | NW 4 ST/NW 31 AVE | Eastbound |
| 2366 | BROWARD BLVD/NW 30 TERRACE | Westbound |
| 3169 | NW 4 ST/#3221 | Eastbound |
| 3268 | SW 7 AVE/SW 1 ST | Northbound |
| 3732 | FORT LAUDERDALE TRI-RAIL STATION | Northbound |
| 4076 | BROWARD BLVD/NW 28 TERRACE | Westbound |
| 5321 | SW 22 AVE/SW 1 ST | Eastbound |
| 5322 | SW 22 AVE/SW 1 ST - (PARK & RIDE) | Westbound |

Sun Trolley Stops

| BROWARD TERMINAL | NW 7TH AVE - 4TH ST | SALVATION ARMY | BROWARD BLVD & NW 27TH AVE | COOPERATIVE FEEDING - NW 33RD TERRACE & BROWARD BLVD | WALMART - BROWARD BLVD & SE 27TH AVE | FT LAUDERDALE TRI-RAIL STATION | BROWARD TERMINAL |
|------------------|---------------------|----------------|----------------------------|--|--------------------------------------|--------------------------------|------------------|
| Stop # 0002 | Stop # 0138 | Stop # 0615 | Stop # 0617 | Stop # 0002 | Stop # 0723 | Stop # 3732 | Stop # 0002 |
| 8:00a | 8:07a | 8:11a | 8:15a | 8:18a | 8:26a | 8:29a | 8:42a |
| 8:44a | 8:51a | 8:55a | 8:59a | 9:02a | 9:10a | 9:13a | 9:26a |
| 9:30a | 9:31a | 9:41a | 9:45a | 9:48a | 9:56a | 9:59a | 10:12a |
| 10:16a | 10:23a | 10:27a | 10:31a | 10:34a | 10:42a | 10:45a | 10:58a |
| 11:04a | 11:11a | 11:15a | 11:22a | 11:26a | 11:31a | 11:34a | 11:48a |
| 11:50a | 11:56a | 12:00p | 12:07p | 12:11p | 12:16p | 12:19p | 12:33p |
| 12:37p | 12:43p | 12:47p | 12:54p | 12:58p | 1:03p | 1:10p | |



NW Community Link

All BCT Stops

| Stop # | Description | Direction |
|--------|--|------------|
| 0002 | BROWARD CENTRAL TERMINAL | Northbound |
| 0616 | BROWARD BLVD/NW 24 AVE | Westbound |
| 0723 | BROWARD BLVD/SW 27 AVE | Eastbound |
| 0724 | BROWARD BLVD/SW 26 AVE | Eastbound |
| 0725 | BROWARD BLVD/SW 22 AVE | Eastbound |
| 1006 | SISTRUNK BLVD/NW 14 AVE | Westbound |
| 1008 | SISTRUNK BLVD/NW 19 AVE | Westbound |
| 1041 | SISTRUNK BLVD/NW 24 AVE | Eastbound |
| 1042 | SISTRUNK BLVD/NW 21 AVE | Eastbound |
| 1043 | SISTRUNK BLVD/NW 21 AVE | Eastbound |
| 1044 | SISTRUNK BLVD/NW 19 AVE | Eastbound |
| 1046 | SISTRUNK BLVD/NW 15 WAY | Eastbound |
| 1091 | SUNRISE BLVD/POWERLINE RD/ PRESIDENTE | Westbound |
| 1093 | NW 15 AVE/NW 14 COURT | Northbound |
| 1094 | NW 15 AVE/NW 15 PLACE | Northbound |
| 1195 | NW 20 ST/POWERLINE RD/NW 19 ST | Southbound |
| 1197 | NW 15 AVE/NW 15 PLACE | Southbound |
| 1198 | NW 15 AVE/NW 14 COURT | Southbound |
| 1499 | NE 4 ST/NE 3 AVE/Winn Dixie/ Fresh Market | Westbound |
| 1503 | NE 4 ST/NE 3 AVE/Winn Dixie/ Fresh Market | Eastbound |
| 1735 | NW 15 AVE/NW 17 ST | Southbound |
| 1855 | SISTRUNK B/NW 22 R | Westbound |
| 1856 | SISTRUNK BLVD/NW 22 AVE | Westbound |
| 1857 | SISTRUNK BLVD/NW 27 AVE (E)/ African American Research Library | Westbound |
| 1881 | SISTRUNK BLVD/NW 27 AVE (E)/ African American Research Library | Eastbound |
| 1882 | SISTRUNK BLVD/NW 24 AVE - (DELEVOE PK) | Eastbound |
| 2404 | SISTRUNK BLVD/NW 15 WAY | Westbound |
| 2411 | SISTRUNK BLVD/NW 12 AVE | Eastbound |
| 2684 | SISTRUNK BLVD/NW 24 AVE | Westbound |
| 3143 | NW 15 AVE/NW 18 COURT | Southbound |
| 3236 | NW 15 AVE/NW 13 COURT - (CHATEAU PK) | Southbound |
| 3432 | SISTRUNK BLVD/NW 10 AVE | Westbound |
| 3434 | SISTRUNK BLVD/NW 13 TERRACE | Westbound |
| 3436 | SISTRUNK BLVD/NW 14 TERRACE | Eastbound |
| 3437 | SISTRUNK BLVD/NW 10 AVE | Eastbound |
| 3438 | SISTRUNK BLVD/NW 9 AVE | Eastbound |
| 3732 | FORT LAUDERDALE TRI-RAIL STATION | Northbound |
| 3736 | SISTRUNK BLVD/ANDREWS AVE (W) | Westbound |
| 3737 | SISTRUNK BLVD/NW 4 AVE | Westbound |
| 3738 | SISTRUNK BLVD/NW 7 AVE | Westbound |
| 3739 | SISTRUNK BLVD/NW 7 AVE | Eastbound |
| 3740 | SISTRUNK BLVD/NW 4 AVE | Eastbound |
| 4176 | SISTRUNK BLVD/ANDREWS AVE | Eastbound |
| 5321 | SW 22 AVE/SW 1 ST | Eastbound |
| 5323 | SW 21 TERRACE/SW 1 ST | Northbound |

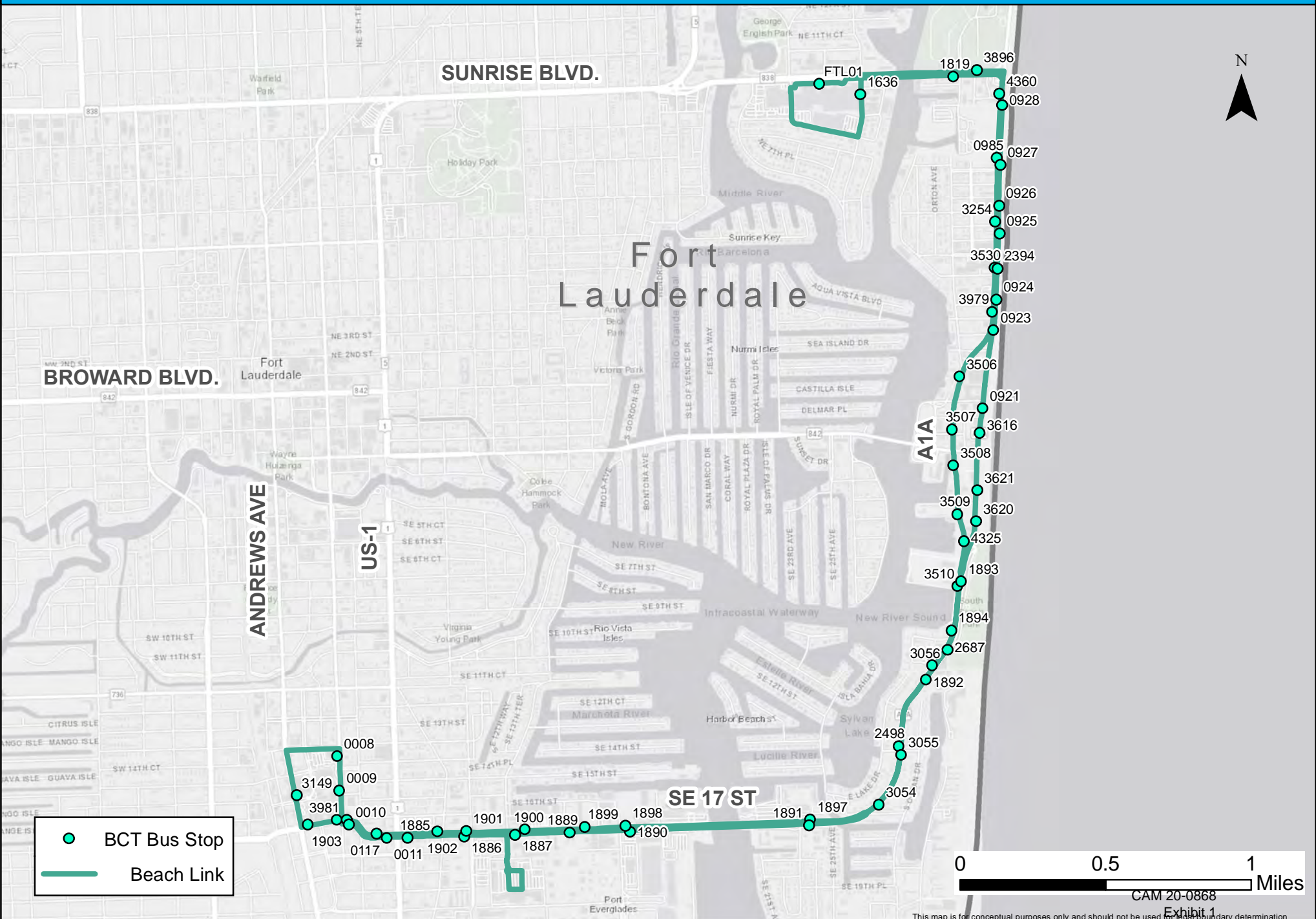
Sun Trolley Stops

| FORT LAUDER- DALE TRI-RAIL STATION | AFRICAN AMERICAN RESEARCH LIBRARY - EAST | WINN DIXIE & FRESH MARKET - NORTH | BROWARD TERMINAL ARRIVAL | BROWARD TERMINAL DEPARTURE | PRESIDENTE (SUNRISE & POW- ERLINE) - WEST | NW 20TH ST & POWER- LINE RD | PRESIDENTE (SUNRISE & POWER- LINE) - EAST | BROWARD TERMINAL | WINN DIXIE & FRESH MARKET - SOUTH | AFRICAN AMERICAN RESEARCH LIBRARY - WEST | FORT LAU- DERDALE TRI-RAIL STATION |
|---|--|--|--------------------------------|----------------------------------|---|-----------------------------------|--|---------------------|--|--|---|
| Stop # 3732 | Stop # 1881 | Stop # 4752 | Stop # 0002 | Stop # 0002 | Stop # 1091 | Stop # 1195 | Stop # 1091 | Stop # 0002 | Stop # 4755 | Stop # 1857 | Stop # 3732 |
| | | | | 6:20a | 6:30a | 6:39a | 6:48a | 6:59a | 7:05a | 7:16a | 7:23a |
| 6:37a | 6:44a | 6:54a | 7:00a | 7:05a | 7:15a | 7:25a | 7:35a | 7:47a | 7:53a | 8:05a | 8:12a |
| 7:27a | 7:34a | 7:46a | 7:52a | 7:57a | 8:09a | 8:19a | 8:28a | 8:39a | 8:45a | 8:56a | 9:03a |
| 8:17a | 8:24a | 8:36a | 8:42a | 8:47a | 8:58a | 9:07a | 9:16a | 9:27a | 9:33a | 9:44a | 9:51a |
| 9:07a | 9:14a | 9:26a | 9:32a | 9:37a | 9:48a | 9:57a | 10:06a | 10:17a | 10:23a | 10:34a | 10:41a |
| 9:56a | 10:03a | 10:15a | 10:21a | 10:26a | 10:37a | 10:46a | 10:55a | 11:06a | 11:12a | 11:23a | 11:30a |
| 10:46a | 10:53a | 11:05a | 11:11a | 11:16a | 11:27a | 11:36a | 11:45a | 11:56a | 12:02p | 12:13p | 12:20p |
| 11:36a | 11:43a | 11:55a | 12:01p | 12:06p | 12:18p | 12:27p | 12:36p | 12:48p | 12:54p | 1:05p | 1:12p |
| 12:26p | 12:33p | 12:44p | 12:50p | 12:55p | 1:07p | 1:16p | 1:25p | 1:37p | 1:43p | 1:54p | 2:01p |
| 1:16p | 1:23p | 1:34p | 1:40p | 1:45p | 1:57p | 2:06p | 2:15p | 2:27p | 2:33p | 2:45p | 2:53p |
| 2:05p | 2:12p | 2:23p | 2:29p | 2:34p | 2:47p | 2:56p | 3:05p | 3:17p | 3:24p | 3:36p | 3:44p |
| 2:57p | 3:04p | 3:17p | 3:23p | 3:28p | 3:41p | 3:50p | 3:59p | 4:11p | 4:18p | 4:30p | 4:38p |
| 3:49p | 3:56p | 4:09p | 4:15p | 4:20p | 4:33p | 4:42p | 4:51p | 5:03p | 5:10p | 5:22p | 5:30p |
| 4:42p | 4:49p | 5:02p | 5:08p | 5:13p | 5:26p | 5:36p | 5:46p | 5:59p | 6:06p | 6:19p | 6:27p |
| 5:34p | 5:42p | 5:54p | 6:00p | 6:05p | 6:17p | 6:27p | 6:37p | 6:50p | 6:57p | 7:10p | 7:18p |

EXHIBIT “D”

REGULAR SERVICE SCHEDULES, ROUTES AND MAPS

Fort Lauderdale Community Shuttle Beach Link

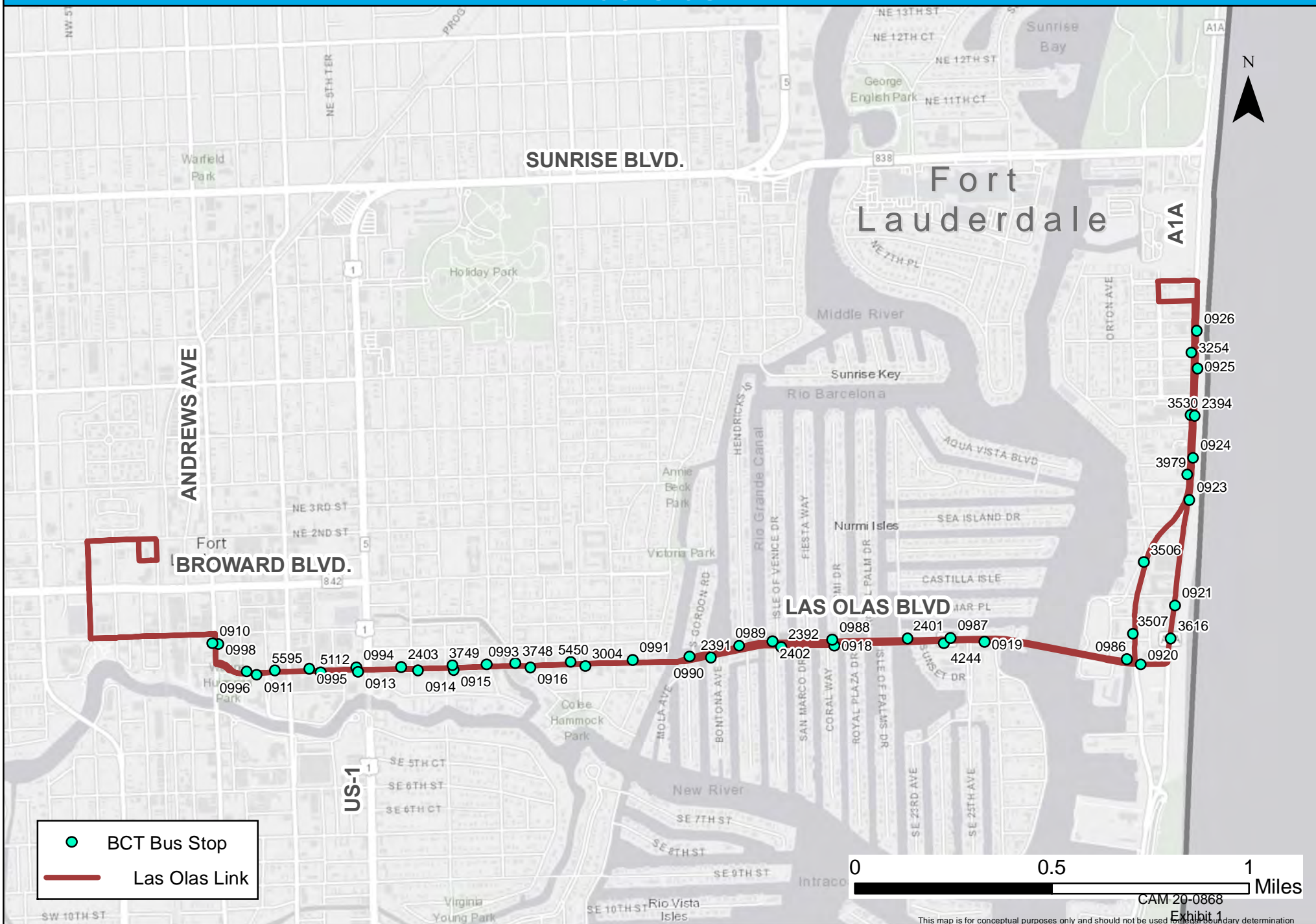


742/ CONVENTION CONNECTION (BEACH LINK)

Sunday - Saturday (10:30am-5:00pm)

| GALLERIA | BEACH PLACE & SEABREEZE BLVD SB | LAS OLAS BLVD & SR A1A | A1A & BAHIA MAR | SE 17 ST & EISENHOWER BLVD | BROWARD GENERAL HOSPITAL WEST | SE 18TH ST & CORDOVA RD - HARBOR SHOPPING | SE 17 ST & EISENHOWER BLVD | A1A & BAHIA MAR | BEACH PLACE & A1A FT LAUDERDALE | GALLERIA |
|----------|---------------------------------------|---------------------------|--------------------|----------------------------------|-------------------------------------|--|----------------------------------|--------------------|---------------------------------------|----------|
| | | | | | 10:30a | 10:35a | 10:43a | 10:48a | 10:50a | 11:02a |
| 10:30a | 10:41a | 10:43a | 10:45a | 10:53a | 10:57a | 11:02a | 11:10a | 11:15a | 11:17a | 11:29a |
| 10:55a | 11:06a | 11:08a | 11:10a | 11:18a | 11:22a | 11:27a | 11:35a | 11:40a | 11:43a | 11:55a |
| 11:20a | 11:31a | 11:33a | 11:35a | 11:43a | 11:48a | 11:59a | 12:07p | 12:12p | 12:15p | 12:27p |
| 11:45a | 11:57a | 11:59a | 12:01p | 12:09p | 12:14p | 12:25p | 12:33p | 12:37p | 12:40p | 12:52p |
| 12:10p | 12:22p | 12:24p | 12:26p | 12:34p | 12:38p | 12:45p | 12:53p | 12:57p | 1:00p | 1:12p |
| 12:35p | 12:48p | 12:50p | 12:52p | 1:00p | 1:04p | 1:11p | 1:19p | 1:23p | 1:26p | 1:38p |
| 1:00p | 1:13p | 1:15p | 1:17p | 1:25p | 1:29p | 1:36p | 1:44p | 1:48p | 1:51p | 2:03p |
| 1:25p | 1:38p | 1:40p | 1:42p | 1:50p | 1:54p | 2:01p | 2:09p | 2:13p | 2:16p | 2:28p |
| 1:50p | 2:03p | 2:05p | 2:07p | 2:15p | 2:21p | 2:28p | 2:36p | 2:40p | 2:43p | 2:55p |
| 2:15p | 2:22p | 2:24p | 2:26p | 2:34p | 2:40p | 2:47p | 2:55p | 2:59p | 3:02p | 3:14p |
| 2:40p | 2:47p | 2:49p | 2:51p | 2:59p | 3:05p | 3:12p | 3:20p | 3:24p | 3:27p | 3:39p |
| 3:05p | 3:12p | 3:14p | 3:16p | 3:24p | 3:32p | 3:39p | 3:47p | 3:51p | 3:54p | 4:06p |
| 3:30p | 3:36p | 3:38p | 3:40p | 3:48p | 3:56p | 4:03p | 4:11p | 4:15p | 4:18p | 4:30p |
| 3:55p | 4:01p | 4:03p | 4:05p | 4:13p | 4:21p | 4:28p | 4:36p | 4:40p | 4:43p | 4:55p |
| 4:19p | 4:25p | 4:27p | 4:29p | 4:37p | 4:45p | 4:52p | 5:00p | | | |
| 4:34p | 4:40p | 4:42p | 4:44p | 5:52p | 5:00p | | | | | |

Fort Lauderdale Community Shuttle Las Olas Link



CAM 20-0868

Exhibit 1

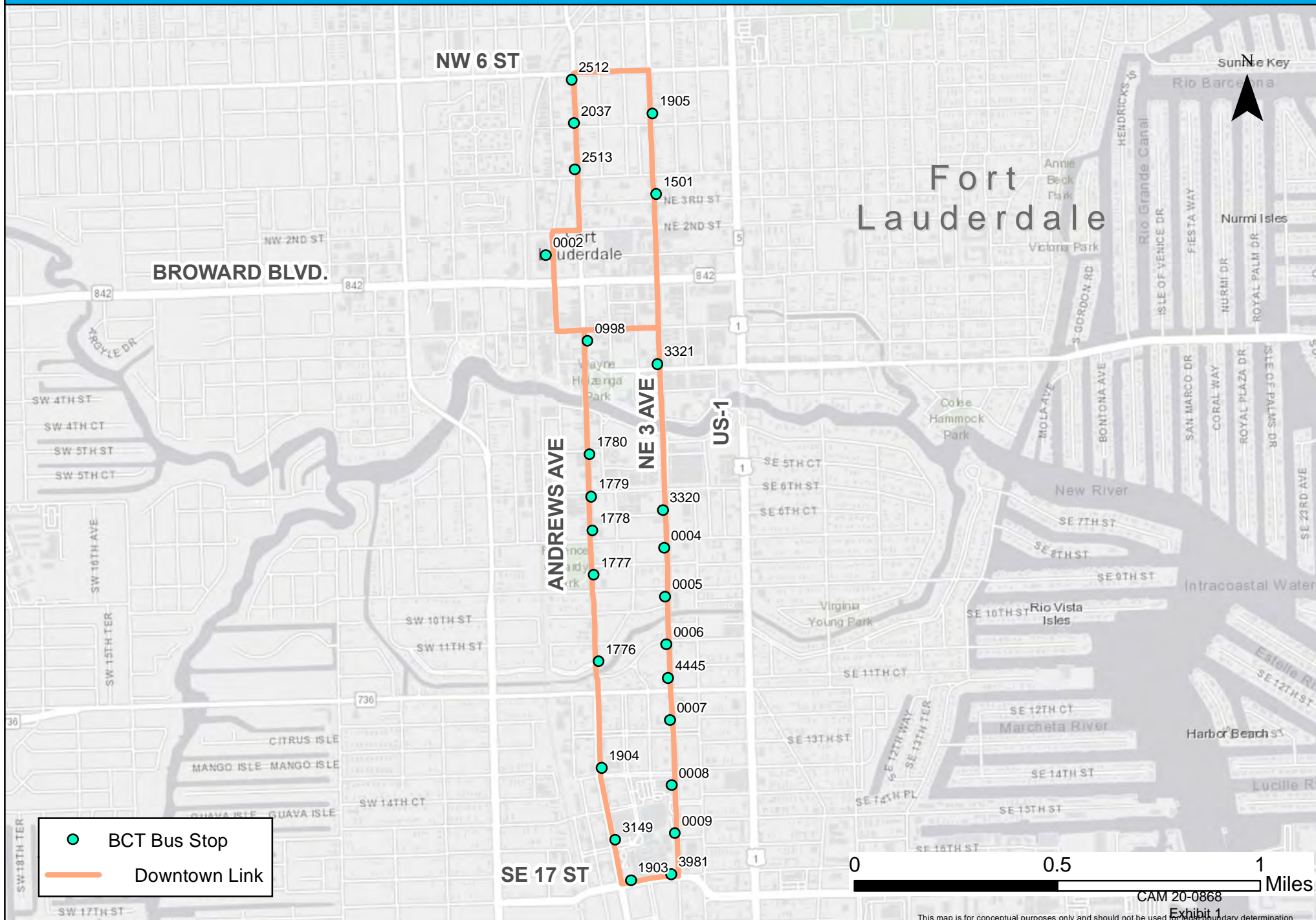
This map is for conceptual purposes only and should not be used for legal boundary determination.

748/LAS OLAS LINK

Friday - Sunday (10:30am-5:00pm)

| BRIGHTLINE STATION | LAS OLAS B/SE 9 A | BEACH PLACE A1A FT LAUDERDALE | TERRAMAR ST & A1A | BEACH PLACE A1A FT. LAUDERDALE | LAS OLAS B/SE 9 A | BRIGHTLINE STATION |
|-----------------------|----------------------|-------------------------------------|----------------------|--------------------------------------|----------------------|-----------------------|
| | | 10:30a | 10:32a | 10:38a | 10:43a | 10:54a |
| 10:30a | 10:42a | 10:50a | 10:52a | 10:58a | 11:03a | 11:14a |
| 10:59a | 11:09a | 11:17a | 11:19a | 11:25a | 11:30a | 11:41a |
| 11:19a | 11:30a | 11:38a | 11:40a | 11:46a | 11:51a | 12:02p |
| 11:46a | 11:57a | 12:05p | 12:07p | 12:13p | 12:18p | 12:29p |
| 12:07p | 12:18p | 12:26p | 12:28p | 12:34p | 12:39p | 12:50p |
| 12:34p | 12:45p | 12:53p | 12:55p | 1:01p | 1:06p | 1:17p |
| 12:55p | 1:06p | 1:14p | 1:16p | 1:22p | 1:27p | 1:38p |
| 1:22p | 1:33p | 1:41p | 1:43p | 1:49p | 1:54p | 2:05p |
| 1:43p | 1:54p | 2:02p | 2:04p | 2:10p | 2:15p | 2:26p |
| 2:10p | 2:22p | 2:30p | 2:32p | 2:38p | 2:43p | 2:54p |
| 2:31p | 2:43p | 2:51p | 2:53p | 2:59p | 3:04p | 3:15p |
| 2:59p | 3:11p | 3:19p | 3:21p | 3:27p | 3:32p | 3:43p |
| 3:20p | 3:32p | 3:40p | 3:42p | 3:48p | 3:53p | 4:04p |
| 3:48p | 4:00p | 4:08p | 4:10p | 4:16p | 4:21p | 4:32p |
| 4:10p | 4:22p | 4:30p | 4:32p | 4:38p | 4:43p | 4:54p |
| 4:38p | 4:50p | 4:58p | 5:00p | | | |

Fort Lauderdale Community Shuttle Downtown Link



CAM 20-0868

Exhibit 1

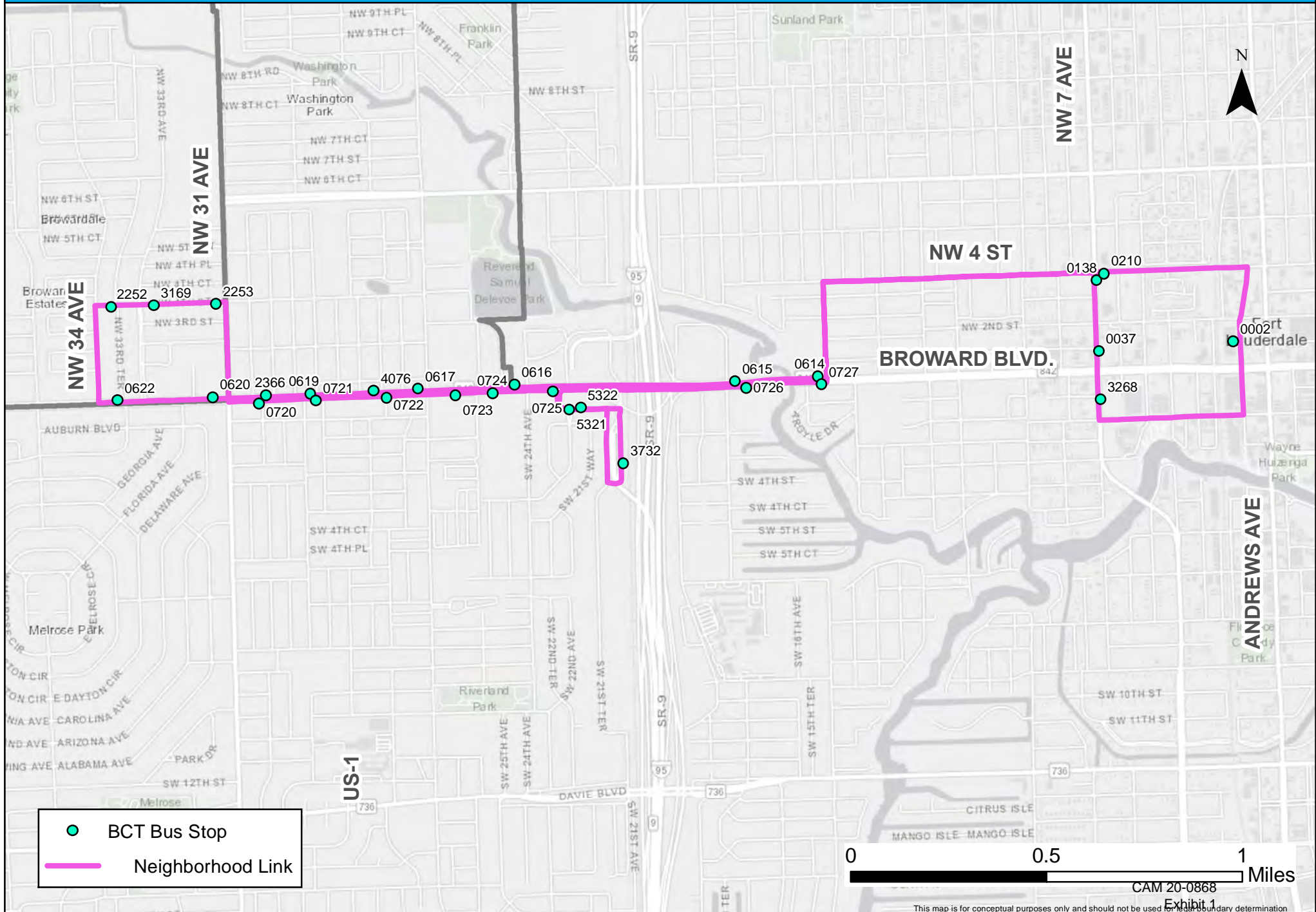
This map is for conceptual purposes only and should not be used for legal boundary determination.

730/COURTHOUSE (DOWNTOWN LINK)

Monday - Friday (9:00am-5:00pm)

| BROWARD TERMINAL | FAU/BCC | COUNTY COURTHOUSE/ SCHOOL BOARD | DAVIE BOULEVARD EAST | BROWARD GENERAL HOSPITAL EAST - SE 3 AVE | BROWARD GENERAL HOSPITAL WEST | DAVIE BOULEVARD WEST (ANDREWS & SW 11 CT) | PUBLIX/COURT HOUSE- ANDREWS & SE 6 STREET | 210 SOUTH ANDREWS AVE | BROWARD TERMINAL |
|---------------------|---------|---------------------------------------|----------------------------|---|-------------------------------------|---|--|--------------------------|---------------------|
| 9:00a | 9:07a | 9:12a | 9:15a | 9:20a | 9:24a | 9:28a | 9:31a | 9:35a | 9:45a |
| 9:30a | 9:36a | 9:40a | 9:42a | 9:46a | 9:49a | 9:52a | 9:54a | 9:58a | 10:08a |
| 9:50a | 9:54a | 9:58a | 10:00a | 10:04a | 10:07a | 10:10a | 10:12a | 10:16a | 10:26a |
| 10:10a | 10:14a | 10:18a | 10:20a | 10:24a | 10:27a | 10:30a | 10:32a | 10:36a | 10:46a |
| 10:30a | 10:34a | 10:38a | 10:40a | 10:44a | 10:47a | 10:50a | 10:52a | 10:56a | 11:06a |
| 10:50a | 10:54a | 10:58a | 11:00a | 11:04a | 11:07a | 11:10a | 11:12a | 11:16a | 11:26a |
| 11:10a | 11:14a | 11:18a | 11:20a | 11:24a | 11:27a | 11:30a | 11:32a | 11:36a | 11:46a |
| 11:30a | 11:34a | 11:38a | 11:40a | 11:44a | 11:47a | 11:50a | 11:52a | 11:56a | 12:06p |
| 11:50a | 11:54a | 11:58a | 12:00p | 12:04p | 12:07p | 12:10p | 12:12p | 12:16p | 12:26p |
| 12:10p | 12:14p | 12:18p | 12:20p | 12:24p | 12:27p | 12:30p | 12:32p | 12:36p | 12:46p |
| 12:30p | 12:34p | 12:38p | 12:40p | 12:44p | 12:47p | 12:50p | 12:52p | 12:56p | 1:06p |
| 12:50p | 12:54p | 12:58p | 1:00p | 1:04p | 1:07p | 1:10p | 1:12p | 1:16p | 1:26p |
| 1:10p | 1:14p | 1:18p | 1:20p | 1:24p | 1:27p | 1:30p | 1:32p | 1:36p | 1:46p |
| 1:30p | 1:34p | 1:38p | 1:40p | 1:44p | 1:47p | 1:50p | 1:52p | 1:56p | 2:06p |
| 1:50p | 1:54p | 1:58p | 2:00p | 2:04p | 2:07p | 2:10p | 2:12p | 2:16p | 2:26p |
| 2:10p | 2:14p | 2:18p | 2:20p | 2:24p | 2:27p | 2:30p | 2:32p | 2:36p | 2:46p |
| 2:30p | 2:34p | 2:38p | 2:40p | 2:44p | 2:47p | 2:50p | 2:52p | 2:56p | 3:06p |
| 2:50p | 2:54p | 2:58p | 3:00p | 3:04p | 3:07p | 3:10p | 3:12p | 3:16p | 3:26p |
| 3:10p | 3:14p | 3:18p | 3:20p | 3:24p | 3:27p | 3:30p | 3:32p | 3:36p | 3:46p |
| 3:30p | 3:34p | 3:38p | 3:40p | 3:44p | 3:47p | 3:50p | 3:52p | 3:56p | 4:06p |
| 3:50p | 3:54p | 3:58p | 4:00p | 4:04p | 4:07p | 4:10p | 4:12p | 4:16p | 4:26p |
| 4:10p | 4:14p | 4:18p | 4:20p | 4:24p | 4:27p | 4:30p | 4:33p | 4:38p | 4:52p |
| 4:30p | 4:37p | 4:42p | 4:45p | 4:50p | 4:54p | 4:58p | 5:00p | | |
| 4:52p | 4:59p | | | | | | | | |

Fort Lauderdale Community Shuttle Neighborhood Link

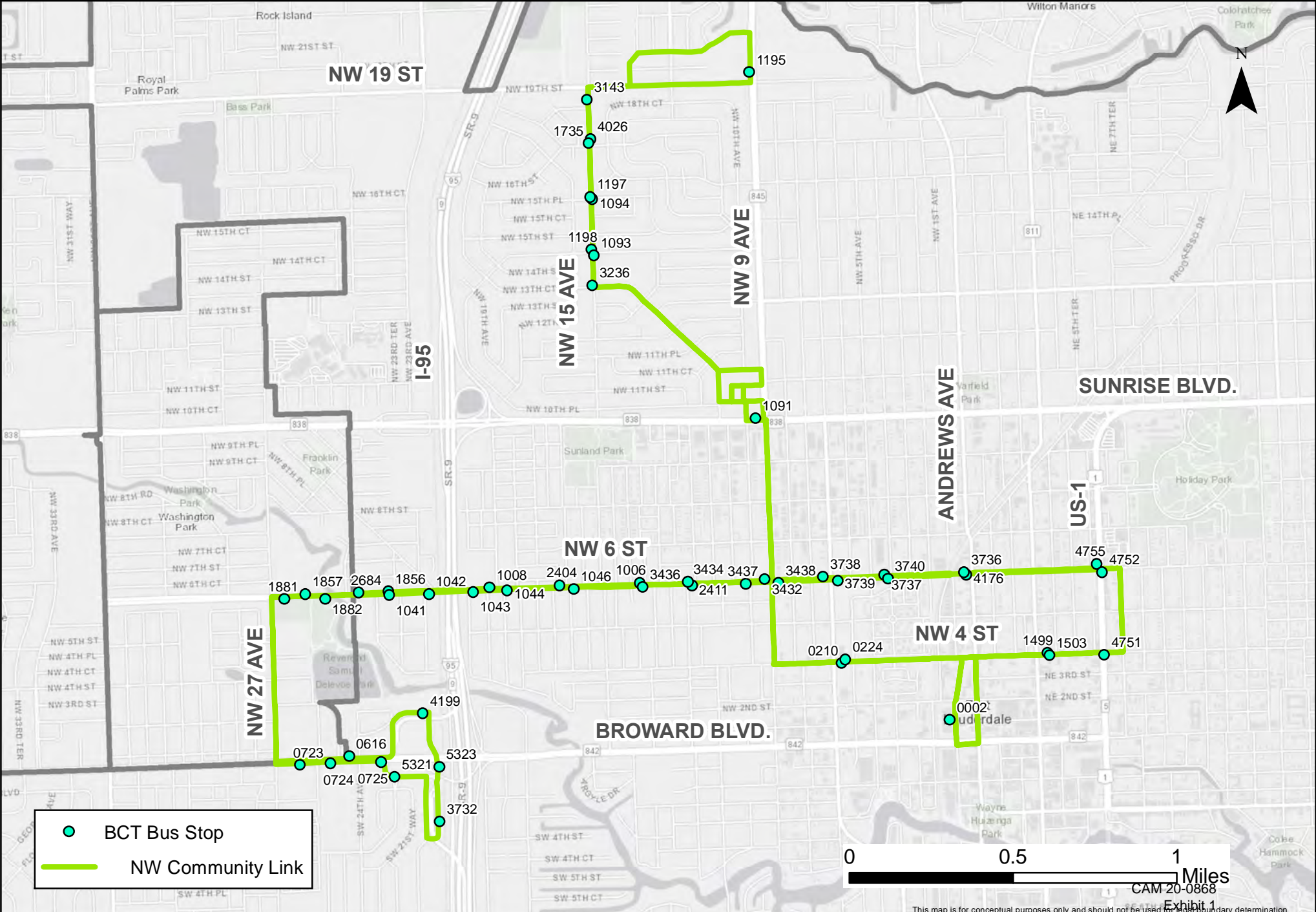


743/NEIGHBORHOOD LINK

Monday - Friday (8:00am - 1:10pm)

| BROWARD TERMINAL | NW 7th AVE - 4th ST | SALVATION ARMY | BROWARD BLVD & NW 27th AVE | COOPERATIVE FEEDING - NW 33rd TERRACE & BROWARD BLVD | WALMART - BROWARD BLVD & @ SE 27th AVE | FT LAUDERDALE TRI-RAIL STATION | BROWARD TERMINAL |
|---------------------|------------------------|-------------------|----------------------------------|---|---|---|---------------------|
| 8:00a | 8:07a | 8:11a | 8:15a | 8:18a | 8:26a | 8:29a | 8:42a |
| 8:44a | 8:51a | 8:55a | 8:59a | 9:02a | 9:10a | 9:13a | 9:26a |
| 9:30a | 9:37a | 9:41a | 9:45a | 9:48a | 9:56a | 9:59a | 10:12a |
| 10:16a | 10:23a | 10:27a | 10:31a | 10:34a | 10:42a | 10:45a | 10:58a |
| 11:04a | 11:11a | 11:15a | 11:22a | 11:26a | 11:31a | 11:34a | 11:48a |
| 11:50a | 11:56a | 12:00p | 12:07p | 12:11p | 12:16p | 12:19p | 12:33p |
| 12:37p | 12:43p | 12:47p | 12:54p | 12:58p | 1:03p | 1:10p | |

Fort Lauderdale Community Shuttle NW Community Link



759/NW COMMUNITY LINK

Monday - Friday (6:20am-7:18pm)

| FT. LAUDERDALE TRI-RAIL STATION | AFRICAN AMERICAN RESEARCH LIBRARY | WINN DIXIE & FRESH MARKET | BROWARD TERMINAL ARRIVAL | BROWARD TERMINAL DEPARTURE | PRESIDENTE SUNRISE & POWERLINE | NW 20th ST & POWERLINE RD | PRESIDENTE SUNRISE & POWERLINE | BROWARD TERMINAL | WINN DIXIE & FRESH MARKET | AFRICAN AMERICAN RESEARCH LIBRARY | FT. LAUDERDALE TRI-RAIL STATION |
|--|--|---------------------------------|--------------------------------|----------------------------------|--------------------------------------|---------------------------------|--------------------------------------|---------------------|---------------------------------|--|--|
| | | | | 6:20a | 6:30a | 6:39a | 6:48a | 6:59a | 7:05a | 7:16a | 7:23a |
| 6:37a | 6:44a | 6:54a | 7:00a | 7:05a | 7:15a | 7:25a | 7:35a | 7:47a | 7:53a | 8:05a | 8:12a |
| 7:27a | 7:34a | 7:46a | 7:52a | 7:57a | 8:09a | 8:19a | 8:28a | 8:39a | 8:45a | 8:56a | 9:03a |
| 8:17a | 8:24a | 8:36a | 8:42a | 8:47a | 8:58a | 9:07a | 9:16a | 9:27a | 9:33a | 9:44a | 9:51a |
| 9:07a | 9:14a | 9:26a | 9:32a | 9:37a | 9:48a | 9:57a | 10:06a | 10:17a | 10:23a | 10:34a | 10:41a |
| 9:56a | 10:03a | 10:15a | 10:21a | 10:26a | 10:37a | 10:46a | 10:55a | 11:06a | 11:12a | 11:23a | 11:30a |
| 10:46a | 10:53a | 11:05a | 11:11a | 11:16a | 11:27a | 11:36a | 11:45a | 11:56a | 12:02p | 12:13p | 12:20p |
| 11:36a | 11:43a | 11:55a | 12:01p | 12:06p | 12:18p | 12:27p | 12:36p | 12:48p | 12:54p | 1:05p | 1:12p |
| 12:26p | 12:33p | 12:44p | 12:50p | 12:55p | 1:07p | 1:16p | 1:25p | 1:37p | 1:43p | 1:54p | 2:01p |
| 1:16p | 1:23p | 1:34p | 1:40p | 1:45p | 1:57p | 2:06p | 2:15p | 2:27p | 2:33p | 2:45p | 2:53p |
| 2:05p | 2:12p | 2:23p | 2:29p | 2:34p | 2:47p | 2:56p | 3:05p | 3:17p | 3:24p | 3:36p | 3:44p |
| 2:57p | 3:04p | 3:17p | 3:23p | 3:28p | 3:41p | 3:50p | 3:59p | 4:11p | 4:18p | 4:30p | 4:38p |
| 3:49p | 3:56p | 4:09p | 4:15p | 4:20p | 4:33p | 4:42p | 4:51p | 5:03p | 5:10p | 5:22p | 5:30p |
| 4:42p | 4:49p | 5:02p | 5:08p | 5:13p | 5:26p | 5:36p | 5:46p | 5:59p | 6:06p | 6:19p | 6:27p |
| 5:34p | 5:42p | 5:54p | 6:00p | 6:05p | 6:17p | 6:27p | 6:37p | 6:50p | 6:57p | 7:10p | 7:18p |

EXHIBIT “E”

DRUG FREE WORKPLACE CERTIFICATION

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)

Limosines of South Florida, Inc.
(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 30th day of September, 2020

by Mark Levitt

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

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

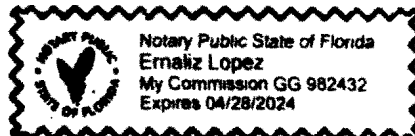
known to me to be the person described herein, or who produced

D/L
(Type of Identification)

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

NOTARY PUBLIC:

[Signature]
(Signature)
ERMAIZ LOPEZ
(Print Name)



My commission expires: 04/28/2024

(05/2014)

EXHIBIT “F”

SCHEDULE OF REPORTS

| <u>Report</u> | <u>Details</u> | <u>Frequency</u> | <u>Due</u> |
|---|--|--|---|
| Active Drivers | Current list of Vehicle Operators | Monthly | 10th of each month * |
| Complaints | Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution | Monthly | 10th of each month * |
| Drug & Alcohol Certification | Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager | Quarterly and Annually | Quarterly and Annually by February 15th |
| Insurance | Valid insurance certificate in accordance with contract requirements | Annually | At time of applicable renewal |
| Invoice | Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year | Quarterly | October 10th, January 10th, April 10th, and July 10th |
| Major Accidents and Incidents | Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos | As needed when qualifying events occur | 72 hours after event |
| Motor Vehicle Report (MVR) | Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators | Semi-Annually | Every six (6) months |
| Safety Certification | Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time | Annually | City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th |
| Service Summary Report | Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service | Monthly | 10th of each month * |
| Vehicle Inventory (County) | Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year | Annually | October 23rd |
| Vehicle Inventory (NTD) | Detailed inventory and odometer readings on each revenue service vehicle for NTD | Annually | November 1st |
| Annual System Report (NTD) | Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD). | Annually | January 31st |
| Vehicle Transactions | Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form | As needed when qualifying events occur | Next business day |
| *If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day | | | |

Notes:

CommunityShuttleReports@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 “G”

CERTIFICATE OF LIABILITY INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2019

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 have ADDITIONAL INSURED provisions or 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 Global Affinity Managers, Inc. 909 Castle Point Terrace Hoboken NJ 07030 | | CONTACT NAME: Robert Isacson PHONE (AC No, Ext): (201) 744-8395 E-MAIL: bisacson@optonline.net ADDRESS: bisacson@optonline.net | | FAX (AC, No): | |
| INSURED Limousines of South Florida, Inc; Transportation America 2766 NW 62nd Street Miami FL 33142 | | INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Company INSURER B: Hartford Fire Insurance Company INSURER C: INSURER D: INSURER E: INSURER F: | | NAIC # 19682 19682 | |

| | | |
|--|----------------------------|-------------------------|
| COVERAGES 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 | CERTIFICATE NUMBER: | REVISION NUMBER: |
|--|----------------------------|-------------------------|

| INSR LTR | TYPE OF INSURANCE | AUTO SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------|---------------|-------------------------|-------------------------|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$ \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 12 CSE S50303 | 01/01/2020 | 01/01/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| B | 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 N | 12 WN S50301 | 01/01/2020 | 01/01/2021 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000 |

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

Public Telephone Services Broward County is included as an Additional Named Insured on the Automobile Liability as required by contract and an agreement

| | |
|--|--|
| CERTIFICATE HOLDER Broward County Attn: Moji Oderinde, Transportation Department 115 South Andrews Avenue Ft Lauderdale, FL 33301 | 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 Robert Isacson |
|--|--|

EXHIBIT “H”

VEHICLE AND EQUIPMENT INVENTORY AND VEHICLE REGISTRATION

City of Fort Lauderdale

Vehicles for Fiscal Year 2020

| <u>Vehicle #</u> | <u>Year</u> | <u>Make</u> | <u>Seats</u> | <u>Asset</u> | <u>VIN</u> |
|------------------|-------------|--|--------------|--------------|-------------------|
| 614 | 2006 | Freightliner/Supreme Trolley | 26/2 | V6906 | 4UZABOBV86CW60328 |
| 615 | 2014 | Glaval Apollo | 30/2 | | 4UZADEDU3DCFF1931 |
| 616 | 2014 | Glaval Apollo | 30/2 | | 4UZADEDU1DCFF1930 |
| 618 | 2015 | Ford E450 | 12 | | 1FDEE3FL7EDA07065 |
| 619 | 2015 | Freightliner/Supreme Trolley | 26 | | 4UZAB0DT3FCGT9899 |
| 620 | 2015 | Freightliner/Supreme Trolley | 26 | | 4UZAB0DT6FCGT9900 |
| 621 | 2017 | Freightliner/Supreme Trolley | 26 | | 4UZAB0DT6HCJH0416 |
| 622 | 2016 | Freightliner/Supreme Trolley | 26 | | 4UZADEDU1GCHR9717 |
| 624 | 2016 | Freightliner/Supreme Trolley | 22 | | 1F66F5DY1G0A00012 |
| 626 | 2016 | Freightliner/Supreme Trolley | 22 | | 1F66F5DY0G0A06271 |
| M1916 | 2019 | Champion F550 Defender G Force Propane Bus | 16/2 | 330331 | 1FDAF5GY2KDA08913 |
| M1917 | 2019 | Champion F550 Defender G Force Propane Bus | 16/2 | 330332 | 1FDAF5GY4KDA08914 |

V6406
Trolley
#614

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 while 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:

**CITY OF FORT LAUDERDALE FLEET SERVICES
DIVISION
1350 W BROWARD BLVD
FT LAUDERDALE, FL 33312-1643**

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.

CO/AGY 10 / 1 T# 844897502
B# 1474838

FLORIDA VEHICLE REGISTRATION

| | | | | | | | | |
|--------------------|--------------------------|---------------------|------------------|----------------------|-------------------|-----------------------|-------------------|----------------------|
| PLATE | CITY233236 | DECAL | Expires | NO EXPIRATION | | | | |
| YR/MK | 2006/FRHT | BODY | BU | | Reg. Tax | 1.60 | Class Code | 97 |
| VIN | 4UZAB0BV86CW60326 | TITLE | 96210930 | | Init. Reg. | | Tax Months | 0 |
| Plate Type | CVR | NET WT | 29748 | GVW | 36608 | County Fee | 3.00 | Back Tax Mos |
| | | | | | | Mail Fee | | Credit Class |
| DL/FEID | 696000319-01 | | | | | Sales Tax | | Credit Months |
| Date Issued | 3/10/2015 | Plate Issued | 4/26/2005 | TRANSFER: X | | Voluntary Fees | | |
| | | | | | | Grand Total | 4.60 | |

**CITY OF FORT LAUDERDALE FLEET SERVICES
DIVISION
1350 W BROWARD BLVD
FT LAUDERDALE, FL 33312-1643**

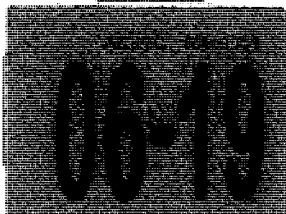
IMPORTANT INFORMATION

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.

CVR - CITY VEHICLES

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 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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
DOWNTOWN FT LAUDERDALE TRANSPORTATION MGMT
ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, 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 / 7

T# 1034151495
B# 1931483

PLATE **X2327C** DECAL **10419914** Expires **Midnight Sun 6/30/2019**

| | | | | | | | | |
|-------------|-------------------|--------------|------------|-------|-----------|----------------|------------|---------------|
| YR/MK | 2014/GLAV | BODY | BU | | Reg. Tax | 12.10 | Class Code | 96 |
| VIN | 4UZADEDU3DCFF1931 | | | TITLE | 114572415 | | Tax Months | 12 |
| Plate Type | XSR | NET WT | 17314 | GVW | 26000 | County Fee | 3.00 | Back Tax Mos |
| | | | | | | Mail Fee | | Credit Class |
| DL/FEID | 650435161-01 | | | | | Sales Tax | | Credit Months |
| Date Issued | 6/28/2018 | Plate Issued | 12/29/2014 | | | Voluntary Fees | | |
| | | | | | | Grand Total | 15.10 | |

DOWNTOWN FT LAUDERDALE TRANSPORTATION
MGMT ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148

IMPORTANT INFORMATION

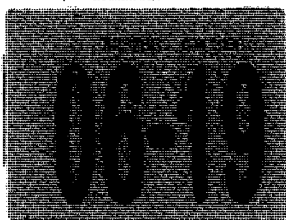
1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are 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.

XSR - X - SERIES

615

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:

**DOWNTOWN FT LAUDERDALE TRANSPORTATION MGMT
ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148**

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the 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: DHSMV, 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 / 7

T# 1034151704
B# 1931483PLATE **X2328C** DECAL **10419961** Expires **Midnight Sun 6/30/2019**

| | | | | | | | | |
|------------|-------------------|--------|-------|-------|-----------|----------------|------------|---------------|
| YR/MK | 2014/GLAV | BODY | BU | | Reg. Tax | 12.10 | Class Code | 96 |
| VIN | 4UZADEDU1DCFF1930 | | | TITLE | 114572455 | | Tax Months | 12 |
| Plate Type | XSR | NET WT | 17272 | GVW | 26000 | County Fee | 3.00 | Back Tax Mos |
| | | | | | | Mail Fee | | Credit Class |
| | | | | | | Sales Tax | | Credit Months |
| | | | | | | Voluntary Fees | | |
| | | | | | | Grand Total | 15.10 | |

DL/FEID **850435161-01**Date Issued **6/28/2018** Plate Issued **12/29/2014**

**DOWNTOWN FT LAUDERDALE TRANSPORTATION
MGMT ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148**

IMPORTANT INFORMATION

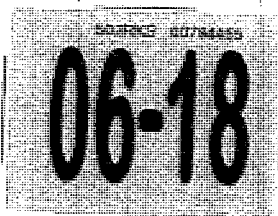
1. The Florida license plate must remain with the registrant upon sale of vehicle.
2. The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
3. Your registration must be updated to your new address within 30 days of moving.
4. Registration renewals are 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.

XSR - X - SERIES

2616

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:
FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the 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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 5 T# 911320268
B# 2076682

PLATE 502RKS DECAL 00794455 Expires Midnight Sat 6/30/2018

YR/MK 2015/FORD BODY BU
VIN 1FDEE3FL7EDA07065
Plate Type RGR NET WT 4878

TITLE 118772932
GVW 12500

| | | | |
|----------------|--------|---------------|----|
| Reg. Tax | 103.20 | Class Code | 1 |
| Init. Reg. | | Tax Months | 24 |
| County Fee | 6.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 109.20 | | |

DL/FEID 231716119-01
Date Issued 6/10/2016 Plate Issued 5/8/2015

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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.

RGR - FLORIDA REGULAR

#618

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

**CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY
DEP
290 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148**

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1

T# 883600816

B# 1492959

FLORIDA VEHICLE REGISTRATION

PLATE **XE7911**

DECAL

Expires **NO EXPIRATION**

K 2015/FRHT BODY **BU**
4UZAB0DT3FCGT9899
 Plate Type **CVR** NET WT **22184**
 DL/FEID
 Date Issued **12/8/2015** Plate Issued **12/8/2015**

TITLE **121182123**
 GVW **32000**

| | | | |
|----------------|-------|---------------|----|
| Reg. Tax | 36.30 | Class Code | 97 |
| Init. Reg. | | Tax Months | 12 |
| County Fee | 3.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 39.30 | | |

**CITY OF FORT LAUDERDALE TRANSPORTATION &
MOBILITY DEP
290 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148**

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.
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CVR - CITY VEHICLES PLATE ISSUED X

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

CITY OF FORT LAUDERDALE
290 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32309. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1

T# 889413775

B# 1496507

PLATE **XE7935** DECAL Expires **NO EXPIRATION**

VEHICLE 2016/FRHT BODY BU
4UZAB00T6FCGT9800
Plate Type CVR NET WT 22628
DL/FEID 596000319-04
Date Issued 1/16/2016 Plate Issued 1/16/2016

TITLE 121649355
GVW 32000

| | | | |
|----------------|-------|---------------|----|
| Reg. Tax | 36.30 | Class Code | 97 |
| Init. Reg. | | Tax Months | 12 |
| County Fee | 3.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 39.30 | | |

CITY OF FORT LAUDERDALE
290 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148

IMPORTANT INFORMATION

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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.
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CVR - CITY VEHICLES PLATE ISSUED X

IMPORTANT INFORMATION

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

CITY OF FORT LAUDERDALE
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3

T# 955727083

B# 1430120

FLORIDA VEHICLE REGISTRATION

| | | | | | | | | | |
|-------------|--------------------------|--------------|------------------|---------|----------------------|----------------|-------|---------------|----|
| PLATE | XF5174 | DECAL | | Expires | NO EXPIRATION | | | | |
| YR | 2017/DOUK | BODY | BU | | | Reg. Tax | 36.30 | Class Code | 97 |
| VR | 4UZAB0DT6HCJH0416 | | | TITLE | 126623607 | Init. Reg. | | Tax Months | 12 |
| Plate Type | CVR | NET WT | 19000 | GVW | 29000 | County Fee | 3.00 | Back Tax Mos | |
| | | | | | | Mail Fee | | Credit Class | |
| DL/FEID | 596000319-04 | | | | | Sales Tax | | Credit Months | |
| Date Issued | 3/20/2017 | Plate Issued | 3/20/2017 | | | Voluntary Fees | | | |
| | | | | | | Grand Total | 39.30 | | |

IMPORTANT INFORMATION

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3. Your registration must be updated to your new address within 30 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.

CITY OF FORT LAUDERDALE
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301-1148

CVR - CITY VEHICLES 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.

Mail To:
FIRST TRANSIT INC
1600 NE 7TH AVE
DANIA BEACH, FL 33004

622

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

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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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 2 T# 956322655
B# 440310

PLATE **HZGN95** DECAL **00555036** Expires **Midnight Sun 6/30/2019**

YR/MK **2016/FRHT** BODY **BU**
VIN **4UZADEDU1GCHR9717**
Plate Type **RGS** NET WT **27500** TITLE **126656249**
GVW **36000**

DL/FEID **231716119-01**
Date Issued **3/22/2017** Plate Issued **3/22/2017**

| | | | |
|----------------|--------|---------------|----|
| Reg. Tax | 177.00 | Class Code | 1 |
| Init. Reg. | 225.00 | Tax Months | 27 |
| County Fee | 6.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 408.00 | | |

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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 30 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 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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

624

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 12

T# 977877367

B# 447842

PLATE **IMXZ07** DECAL **11111667** Expires **Midnight Sat 6/30/2018**

| | | | | | | | | | |
|-------------|-------------------|--------------|-----------|-------|-----------|----------------|--------|---------------|----|
| YR/MK | 2016/HOME | BODY | BU | COLOR | RED | Reg. Tax | 71.10 | Class Code | 1 |
| VIN | 1F66F5DY1G0A00012 | | | TITLE | 128029238 | Init. Reg. | 225.00 | Tax Months | 11 |
| Plate Type | RGS | NET WT | 17720 | | | County Fee | 3.00 | Back Tax Mos | |
| | | | | | | Mail Fee | | Credit Class | |
| DL/FEID | 231746119-01 | | | | | Sales Tax | | Credit Months | |
| Date Issued | 7/28/2017 | Plate Issued | 7/28/2017 | | | Voluntary Fees | | | |
| | | | | | | Grand Total | 299.10 | | |

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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 30 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.

MTRF8020K

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

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Mail To:
FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 12

T# 977094637
B# 447579

PLATE HZZN57 DECAL 10920200 Expires Midnight Sat 6/30/2018

YR/MK 2016/HOME BODY BU
VIN 1F66F5DY0G0A06271
Plate Type RGS NET WT 17760

COLOR RED
TITLE 127984594

| | | | |
|----------------|--------|---------------|----|
| Reg. Tax | 71.10 | Class Code | 1 |
| Init. Reg. | 225.00 | Tax Months | 11 |
| County Fee | 3.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 299.10 | | |

DL/FEID 231716119-01
Date Issued 7/24/2017 Plate Issued 7/24/2017

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

IMPORTANT INFORMATION

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RGS - SUNSHINE STATE PLATE ISSUED X

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Mail To:

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3 T# 1098887077
 B# 1588072

FLORIDA VEHICLE REGISTRATION

| | | | | | | | | |
|-------------|--------------------------|--------------|------------------|---------|----------------------|-----------------|----------------|-------|
| PLATE | TH3433 | DECAL | | Expires | NO EXPIRATION | <i>07/19/16</i> | | |
| YR/MK | 2019/CHPN | BODY | BU | | | | Reg. Tax | 36.30 |
| VIN | 1FDAF5GY2KDA08913 | | | TITLE | 135472915 | | Init. Reg. | |
| Plate Type | NVR | NET WT | 13100 | GVW | 19500 | | County Fee | 3.00 |
| DL/FEID | 596000531-14 | | | | | | Mail Fee | |
| Date Issued | 7/15/2019 | Plate Issued | 7/15/2019 | | | | Sales Tax | |
| | | | | | | | Voluntary Fees | |
| | | | | | | | Grand Total | 39.30 |
| | | | | | | | Class Code | 97 |
| | | | | | | | Tax Months | 12 |
| | | | | | | | Back Tax Mos | |
| | | | | | | | Credit Class | |
| | | | | | | | Credit Months | |

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

IMPORTANT INFORMATION

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NVR - COUNTY VEHICLES PLATE ISSUED X

IMPORTANT INFORMATION

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

**BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069**

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3 T# 1098886366
B# 1588072

FLORIDA VEHICLE REGISTRATION

| | | | | | | | | |
|-------------|--------------------------|--------------|------------------|---------|----------------------|-----------------|----------------|-------|
| PLATE | TH3432 | DECAL | | Expires | NO EXPIRATION | <i>01/19/17</i> | | |
| YR/MK | 2019/CHPN | BODY | BU | | | | Reg. Tax | 36.30 |
| VIN | 1FDAF5GY4KDA08914 | | | TITLE | 135472877 | | Init. Reg. | |
| Plate Type | NVR | NET WT | 13100 | GVW | 19500 | | County Fee | 3.00 |
| DL/FEID | 596000531-14 | | | | | | Mail Fee | |
| Date Issued | 7/15/2019 | Plate Issued | 7/15/2019 | | | | Sales Tax | |
| | | | | | | | Voluntary Fees | |
| | | | | | | | Grand Total | 39.30 |
| | | | | | | | Class Code | 97 |
| | | | | | | | Tax Months | 12 |
| | | | | | | | Back Tax Mos | |
| | | | | | | | Credit Class | |
| | | | | | | | Credit Months | |

**BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069**

IMPORTANT INFORMATION

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NVR - COUNTY VEHICLES PLATE ISSUED X

EXHIBIT “I”

PRE-TRIP/ POST-TRIP INSPECTION FORM

Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

| Pre-trip/Post-trip Inspection Form | | | |
|------------------------------------|--|---|----------------------|
| Agency | <input style="width: 90%;" type="text"/> | | |
| Unit ID # | <input style="width: 90%;" type="text"/> | <input style="width: 40px;" type="checkbox"/> | Pre-trip Inspection |
| Date | <input style="width: 90%;" type="text"/> | <input style="width: 40px;" type="checkbox"/> | Post-trip Inspection |
| Mileage | <input style="width: 90%;" type="text"/> | | |

| Vehicle Component | OK | Defective | Comment |
|------------------------------------|----|-----------|---------|
| Headlights | | | |
| Tail/Brake lights | | | |
| Back up Lights | | | |
| Back up Alarm | | | |
| Turn Signals | | | |
| Clearance Lights | | | |
| Windshield Wipers | | | |
| Interior Lights | | | |
| Interior Gauges and Warning System | | | |
| Climate Control | | | |
| Mirrors | | | |
| Parking brakes | | | |
| Service brakes | | | |
| Steering | | | |
| Horn | | | |
| Fire extinguisher | | | |
| Emergency Exit Windows and Door | | | |
| Passenger Doors | | | |
| Overall cleanliness | | | |
| Fresh body damage | | | |
| Tires and Wheels | | | |
| Exhaust System | | | |

| If Equipped: | OK | Defective | Comment |
|------------------------------|----|-----------|---------|
| Interlock System | | | |
| Wheelchair lift and ramp | | | |
| Belts and Securement Devices | | | |
| First Aid Kit | | | |
| Flares and Triangles | | | |
| Fire Suppression System | | | |

| | |
|--|---|
| Driver's Name <input style="width: 95%;" type="text"/> Technician's Name <input style="width: 95%;" type="text"/> | Manager's Name <input style="width: 95%;" type="text"/> <div style="border: 1px solid black; padding: 5px; min-height: 100px;"> Repair Notes: </div> |
|--|---|

V8.25.17

EXHIBIT “J”

OPERATING FUNDING

Fiscal Year 2020

Community Bus Service - (\$49.97/Hour)

| Buses | Route | Service | Span of Service | Frequency | Daily Vehicle Hours | Days | Funding Per Vehicle Hour | Annual Funding |
|-----------------------------|------------------------------------|-----------|-----------------|-----------|---------------------|------|--------------------------|---------------------|
| 2 | Courthouse (Downtown) | Mon-Fri | 9:00a - 5:00p | 21 min | 16.66 | 257 | \$49.97 | \$ 213,952.55 |
| 2 | Las Olas | Fri-Sun | 10:30a - 5:00p | 22 min | 14.34 | 156 | \$49.97 | \$ 111,784.89 |
| 3 | Convention Connection (Beach Link) | Sun - Sat | 10:30a - 5:00p | 26 min | 20.89 | 364 | \$49.97 | \$ 379,969.88 |
| 1 | Neighborhood Link | Mon-Fri | 8:00a - 1:10p | 47 min | 5.74 | 257 | \$49.97 | \$ 73,714.74 |
| 2 | Northwest Community Link | Mon-Fri | 6:20a - 7:18p | 51 min | 25.63 | 257 | \$49.97 | \$ 329,147.89 |
| Total Annual Funding | | | | | | | \$ | 1,108,569.96 |

EXHIBIT “K”

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF
FORT LAUDERDALE FOR COMMUNITY SHUTTLE SERVICE, AS AMENDED**

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR COMMUNITY SHUTTLE SERVICE

This Interlocal Agreement ("Agreement") is made and entered into by and between Broward County, a political subdivision of the State of Florida ("County"), and City of Fort Lauderdale, a municipal corporation organized and existing under the laws of the state of Florida ("City") (County and City are collectively referred to as the "Parties").

RECITALS

- A. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within City.
- B. Public transportation resources are limited and must be used in the most efficient manner.
- C. The Parties acknowledge that additional public transportation is needed for residents of City and those persons traveling within City to supplement existing mass transit service provided by County.
- D. The Parties desire to provide an alternative form of public transit service to the residents of City and those persons traveling within City that does not duplicate existing mass transit service provided by County.
- E. City has expressed an interest in providing alternate transportation by utilizing vehicles provided by County to provide Community Shuttle Service.
- F. County desires to engage City to provide Community Shuttle Service under an agreement containing mutually satisfactory terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1. DEFINITIONS

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

1.1 **ADA** means Americans 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 **BCT** means the Broward County Transit Division.
- 1.3 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by City through the use of its employees or a Subcontractor.
- 1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.
- 1.6 **Emergency Transportation Service** means 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.
- 1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.
- 1.8 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

ARTICLE 2. SCOPE

CITY'S OBLIGATIONS

2.1 **ROUTES**. City shall provide Community Shuttle Service for a minimum of twenty-four (24) hours per week to each of the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit A. Community Shuttle Service shall connect with County bus routes and other Community Shuttle Routes as set forth on Exhibit A. Community Shuttle Service shall not duplicate existing County bus service and must have connectivity to BCT fixed route bus service and to at least one (1) other City Community Shuttle route.

2.2 USE OF SUBCONTRACTOR. Community Shuttle 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 Community Shuttle Service. In the event City contracts with a third party, City shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on City by this Agreement.

2.3 ADA. City shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent 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 from 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 the Contract Administrator. City further acknowledges and agrees that funding 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.

2.4.1 Change requests should be made in writing, on City letterhead, addressed to the Community Transit Officer (CTO). The requests should include at a minimum:

- (1) Nature of change requested;
- (2) Reason for change including supporting documentation such as letters from the community; and
- (3) Any available details and/or preliminary research or work done to support the change.

2.4.2 Change requests will be considered by County as outlined in Section 2.24 of this Agreement. The Contract Administrator will notify City, in writing, whether the request is approved.

2.5 FARES. If City and County determine a fare to be appropriate, City may institute such fare, subject to the conditions outlined herein, provided the fare shall not exceed County's fixed-route base one-way fare.

2.5.1 City's fare policies shall comply with 49 U.S.C. Section 5307(c)(1)(D), commonly referred to as the "half fare" requirement, and shall ensure that, during non-peak hours, a fare that is not more than fifty percent (50%) of the peak hour fare will be charged to any of the following:

- (1) A senior – an individual who is 65 years of age or older;

- (2) An individual who, because of illness, injury, age, congenital malfunction, or other incapacity or temporary or permanent disability, cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
- (3) An individual presenting a Medicare card issued to that individual under Title II or XVIII of the Social Security Act, 42 U.S.C. Sections 401 et seq. and 1395 et seq.

2.5.2 City shall:

- (1) Provide a formal written notice to the Contract Administrator at least sixty (60) calendar days prior to the implementation date of the proposed fare or fare change;
- (2) Hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.6 below; and
- (3) Not implement the proposed fare or fare change prior to receiving County's written approval.

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

- (1) Prior to the implementation of or change in fares;
- (2) Prior to any change in service affecting twenty-five percent (25%) or more of the route miles, when calculated on total route miles or on daily revenue miles. A public hearing is required if either measure is above twenty-five percent (25%);
- (3) Prior to establishing a new Community Shuttle Service route;
- (4) Prior to discontinuing any Community Shuttle route in its entirety; and
- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

2.6.1 At least one (1) 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; and
- (4) Criteria for requesting available accommodations and alternative formats.

2.6.2 If service changes are necessitated by road closures or road construction/repair, or interruptions due to hurricane or other natural disaster, the 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 that can be used to inquire further about the change or through which individual patrons may seek alternative format information.

2.6.3 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 within seven (7) calendar days after 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 Shuttle Service (a bus stop).

2.7.1 Service. City shall ensure that all proposed bus stops are ADA compliant before revenue service starts. If a proposed bus stop is found to be non-ADA compliant it will not be used until it is made ADA compliant. If a proposed bus stop cannot be made ADA compliant due to cost, geography, right-of-way, etc., it will not be used.

(1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until City makes stop ADA compliant.

(2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months after the commencement of Community Shuttle Service, City shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by City. City shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that 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 PPRH 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 and 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 any written notice of termination. City shall return the funds no later than thirty (30) calendar days after receipt by City of the notice of termination.

- 2.8.1 County reserves the right to adjust the minimum required PPRH per route. County will provide twelve (12) months' advance written notice to City of any new required minimum average PPRH per route. If City fails to meet the 7.1 PPRH on a twelve (12) month rolling basis as a result of road closures, road construction/repair, or interruptions due to hurricane or other natural disasters, County may suspend the ridership criteria for up to twelve (12) months.

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle 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 any Vehicle(s) leased to City herein by County or any other city that has an agreement with County for Community Shuttle Service. City shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another city as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

- 2.9.1 In the event of an emergency or natural disaster, City is required to call the CTO to advise of City's operations plan regarding actions to be implemented pre-event, during the event, and post-event. Should the need arise for use of assigned Vehicles, the CTO will coordinate with City and provide further instructions.

2.10 EMERGENCY RESPONSE PLAN (ERP). 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 or other 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 after 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 law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," 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 any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). City shall utilize every practicable safeguard 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 contaminants resulting from the Community Shuttle Service provided hereunder.

2.13.2 City shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle 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 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 Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, City shall have forty-five (45) minutes to restore normal service levels. If City fails to restore normal services levels as required, 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 Shuttle Service under 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 County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.

a. If approved in writing by County, City or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, City shall provide a certificate of completion to County and a copy of which shall be kept in employee files by City and City's Subcontractor, as applicable.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse City for compensation paid to bus operators for participating in the required training.

2.13.8 City shall:

- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
- b. Comply with all Community Shuttle Service operations, and 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. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.
- e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
- f. Supervise Community Shuttle Service operations.
- g. Provide a means of direct communication between supervisors and Vehicle operators.
- h. Comply with and make appropriate personnel available for County's monitoring and audits.

- i. Attend and participate in quarterly Community Shuttle Service partner meetings with County staff. If City utilizes a Subcontractor to provide Community Shuttle Service, a representative from City and a representative from Subcontractor shall attend the meetings.
- j. Implement the operating methods, procedures, protocols, and policies that County directs as integral to the efficient and effective operation of County's public transportation system.
- k. Respond to the Contract Administrator's requests for information in a timely manner.
- l. Submit annual data to the National Transit Database (NTD) as required Section 2.18 herein titled "Reporting and Recordkeeping Requirements."
- m. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and incidents.
- n. Provide City's written procedure for reporting accidents and incidents to the Contract Administrator for approval prior to the start of Community Shuttle Service.

2.14 SUSPENSION OF OPERATIONS. When performance is made impossible, City may request verbal or written approval from County to suspend operations. After prior approval from County, City may suspend all or a portion of Community Shuttle Service as to which such approval has been obtained. If County gives verbal approval based upon the circumstances, the verbal approval shall be memorialized by County in writing within five (5) business days after the verbal approval.

2.15 VEHICLE OPERATORS. City shall obtain driving records from the Florida Department of Highway Safety and Motor Vehicles and shall obtain criminal background checks from the Florida Department of Law Enforcement for all Vehicle operators. Such records may also be obtained from other sources approved by the Contract Administrator. City shall require its Vehicle operators performing the services hereunder to notify City within twenty-four (24) hours after any conviction for any traffic violation (except parking). City shall not employ a Vehicle operator to perform Community Shuttle Service that does not meet the requirements of Florida law.

- 2.15.1 All employees operating a Vehicle must have a valid Commercial Driver's License, Class A or Class B with a passenger endorsement, for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement). A Class C Commercial Driver's license will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain airbrakes.
- 2.15.2 City shall not employ or retain any Vehicle operators or supervisors whose driving record, as compiled by the Florida Department of Highway Safety and Motor Vehicles, contains a conviction or plea of nolo

contendere regardless of whether adjudication was withheld, for any of the following:

- a. More than one (1) moving violation in the last three (3) years*.
- b. An at-fault accident in the last three (3) years*.
- c. Failure to Appear or a Failure to Pay in the last three (3) years*.
- d. Reckless Driving in the last seven (7) years*.
- e. Driving Under the Influence (DUI) within the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. Suspension within the last three (3) years*. One suspension for PIP permitted.
- g. Manslaughter resulting from the operation of a motor vehicle.
- h. Hit and Run or Hit and Run with Property Damage.
- i. Reckless Driving causing injury.
- j. DUI causing injury.
- k. Any combination of driving violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.3 City shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the 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):

- a. Driving Record;
- b. Background Verification Record;
- c. Criminal Background information; and
- d. INS Employment Eligibility Form I-9

2.15.4 City shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 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 driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

2.15.5 City shall ensure that all Vehicle operators and supervisors performing Community Shuttle Services comply with the following:

- a. Immediately prohibit any employee, who fails to meet the requirements necessary to operate a Vehicle under this Agreement, from operating any Vehicle(s) to provide the Community Shuttle Service.
- b. Only allow Vehicle(s) to be operated by properly licensed operators.
- c. Provide full utilization (ADA accessible) Vehicle(s) to disabled passengers.
- d. Carry a valid Florida Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida on their person while operating a Vehicle.
- e. Immediately report any and all convictions of in-state or out-of-state moving violations and/or any loss of driving privileges due to suspension or revocation of the employee's driver's license.
- f. Prohibit the use of any personal wireless communications devices while occupying the operator's seat of the Vehicle or while in the operating area of the Vehicle.
- g. Prohibit reckless and unsafe driving, illegal parking, illegal stopping, or the commission of any other traffic violation while operating any Vehicle.
- h. Provide County bus route timetables (schedules), maps, or other available BCT transit system information to any passenger requesting such material.

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

- a. 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.
 - b. 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.
 - c. The United States Department 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 Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect City's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
- 2.17.1 City agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.
 - 2.17.2 City agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.
 - 2.17.3 City agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, City shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the 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 Shuttle Services provided pursuant to this Agreement. City shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

2.18.1 City is responsible for reporting data on a yearly basis through the NTD by January 31 of each year for the previous fiscal year data. Information should be compiled and reported at City's expense with guidance from City's NTD analyst and County as needed.

2.19 ANNOUNCEMENTS. If the Vehicle 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. If 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;
- b. Major intersections and destination points;
- c. Intervals/points of interest along a route to orient an individual 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. Section 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. Section 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 Shuttle 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 of the Florida Administrative Code ("Chapter 14-90").
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- c. Permit inspections, and 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 biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to law enforcement.
- f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.
- g. 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 driver's and passenger's side mirrors and rearview mirrors are in good working order.
- h. 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. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.
- 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, and free from torn or damaged upholstery or floor coverings, or 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 minimum noise, vibration, and visible exhaust fumes.
- m. The body, fenders, door trim, and grill of the Vehicle(s) shall be free from cracks, breaks, and dents, and the Vehicle shall be painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

COUNTY'S OBLIGATIONS

2.23 DRIVER TRAINING. County shall provide operators hired by City or its Subcontractors who have a valid Florida commercial driver license 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.

2.23.1 City shall have the option of submitting its own training program to County's Director of Operations for vetting and approval. Upon approval, City shall be authorized to provide the necessary training for operators. The Contract Administrator shall be provided certificates for successful completion of training upon availability.

2.23.2 Vehicle operators shall be retrained every two (2) years during the term of this Agreement (refresher training) and County will reimburse City for compensations paid to bus operators for attending required training.

2.24 SERVICE PLANNING AND SCHEDULING ASSISTANCE. County shall provide service planning and scheduling assistance. All requests by City for assistance with the planning and scheduling of Community Shuttle Service routes must be submitted in writing by City and implementation shall coincide with the schedule established by County. A memorandum will be provided by County at the beginning of each fiscal year outlining the deadlines and effective dates for service changes. The memorandum may be updated on a quarterly basis as necessary and provided to City and its Subcontractor.

2.25 TIMETABLES. County shall print and provide bus route timetables to City that inform City residents and passengers of the Community Shuttle Service.

ARTICLE 3. VEHICLES

3.1 LEASE. County will lease to City Liquid Petroleum Gas (LPG) or Propane fueled wheelchair accessible, passenger Vehicle(s), as described in Exhibit D, to be used in

Community Shuttle Service as set forth in Exhibit A. Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to City for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by City, City at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by City.

3.2 REIMBURSEMENT. Should City choose to purchase a non-LPG/Propane bus or Vehicle to provide Community Shuttle Service, County will reimburse City on a per-Vehicle basis up to County's current purchase price of a Propane bus minus the propane conversion or similar type Vehicle (from the state contract).

3.3 USE. Vehicle(s) shall be provided by County to City at least forty-eight (48) hours prior to the commencement of Community Shuttle Service and shall be used exclusively to perform the Community Shuttle Services and Emergency Transportation Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). City shall use only the Vehicle(s) identified in Exhibit D to provide Community Shuttle Service.

3.4 REPLACEMENT. County reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of County. City's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement. Should City choose to use a replacement Vehicle, a request must be made in advance to the Contract Administrator and approval will be in the form of a written amendment executed by the parties.

3.5 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.

3.6 SPARE VEHICLE(S). County will provide to City a ten percent (10%) spare ratio of Vehicles. County may also provide a twenty percent (20%) spare ratio of Vehicles based on the age of the Vehicle. City's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.

3.7 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 that would have a detrimental impact on City's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

City regarding the repairs required to be performed on the 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 the Contract Administrator for inspection.

3.8 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 Shuttle Service. City shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

3.9 INSPECTION AND MAINTENANCE RECORDS. City shall maintain a record of periodic inspections of all Vehicles, which records shall be available to the Contract Administrator for a minimum of four (4) years. City shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle throughout the term of this Agreement. City shall maintain onsite a written record of inspections and maintenance of all Vehicles; which records shall be available to the Contract Administrator or his/her designee. Inspection and repair records should include invoices that show labor and parts costs and a proper description of work done.

3.9.1 City shall upload within the time periods established in Exhibit C all maintenance and related documentation performed on each revenue service Vehicle in AssetWorks, or any subsequent maintenance tracking program as may be established therein. Should no maintenance be performed on any given revenue service Vehicle within the established time period, mileage for each Vehicle should be updated at the time of upload. Maintenance is including, but not limited to:

- a. Preventative maintenance;
- b. Repair work orders; and
- c. Annual/biannual inspections.

3.10 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.

- 3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, City shall notify the Contract Administrator in writing and include the reason for the delay. City must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.
- 3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). City shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. City shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.
- 3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by City. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. City shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars (\$2,500.00).
- 3.10.4 City shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.10.5 City shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.
- 3.11 SIGNAGE AND ADVERTISING. All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:
- a. Above or beside the passenger entrance door(s);
 - b. On the exterior rear of the Vehicle;
 - c. On the exterior front of the Vehicle; and
 - d. On the interior of the Vehicle above the front windshield.
- 3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

- 3.11.2 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.
- 3.11.3 City shall maintain all interior signs placed by County.
- 3.11.4 City shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of the Contract Administrator. If advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time.
- 3.11.5 City shall ensure that Vehicles conspicuously display all branding, logos, taglines, or other messaging directed by County.
- 3.12 DAILY CLEANING. City shall ensure that each Vehicle is clean prior to beginning Community Shuttle Service each day as follows:
- a. Exterior washed;
 - b. Interior windows cleaned;
 - c. Non-carpeted floors are mopped with clean water and appropriate cleaning solution;
 - d. Non-upholstered seats are wiped down with clean water and appropriate cleaning solution;
 - e. Upholstered seats are vacuumed;
 - f. Pest control;
 - g. All handrails are wiped down with clean water and appropriate cleaning solution; and
 - h. Dispose of all refuse, newspapers, and other recyclable material remaining on board the Vehicle. Items remaining on the Vehicle that belong to 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;
- 3.13 TITLE. Title to County-owned Vehicle(s) shall remain in County at all times, and City shall have no right, title to, or interest in the Vehicle(s) except the possessory rights expressly set forth in this Agreement. Any act of City purporting to create any claim, lien, or encumbrance shall be void. City shall keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at its expense, protect and defend County's title to the Vehicle(s) and shall protect and defend County's right of possession against all others. City shall return the Vehicle(s) to County free of any liens, claims, or encumbrances resulting from City's use of the Vehicle(s). City shall notify persons

furnishing repairs, supplies, towage, and other necessities to Vehicle(s) that City has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of any kind.

3.14 REGISTRATION. The registration of County-owned Vehicle(s) will be processed by County and the costs of such registrations will be paid by County.

3.15 INSTALLATION OF EQUIPMENT. County 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", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or City facility. 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. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment 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.

3.15.2 Delivery and Installation: County shall provide City with no less than ten (10) calendar days' prior written notice of the date the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment will 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, APC Equipment, and Wi-Fi Equipment at a site to be determined by County. At the time of installation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi 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, APC Equipment, and Wi-Fi Equipment installed in each Vehicle and equipment installed at any City facility. City shall acknowledge receipt of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment in writing. City agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.

3.15.3 Operations, Maintenance, and Repair: County shall provide City with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment if the inquiries or trouble reports are submitted, in writing, by City to the designated representative of County. 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.

3.15.4 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 if maintenance is required by reason of:

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

3.15.5 Risk of Loss: After installation in the Vehicle(s), City shall bear the entire risk of loss or damage to and shall be required to replace the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment with County-approved AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment.

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

- a. City shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi 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, APC Equipment, or Wi-Fi 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, APC Equipment, or Wi-Fi 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, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

- e. City shall not remove the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment from the Vehicle in which it was originally installed without the prior written consent of County, except in the event of an emergency;

3.15.7 Reservation of Title: County shall retain title to and ownership of the equipment at all times. This Agreement does not provide City with title to or ownership of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment but only a right of limited use for the duration of the Agreement;

3.15.8 Training: County shall provide City's employees with initial training in the operation of AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment at no cost to City. County may provide additional training, as deemed necessary by County, to City's personnel at no cost to City; and

3.15.9 City shall ensure that its personnel utilizing the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment have been properly trained in the operation of such equipment.

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). City shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle 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 Community Shuttle Service 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 and inform customers that they can contact the center regarding questions, comments, or to request schedule information. City shall display the signs conspicuously on each Vehicle. City shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding City's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to City upon receipt.

4.1.1 Upon 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 the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide City with County's formally adopted Title VI Notice and Complaint procedures. 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. If City receives any Title VI complaints, City shall forward the complaints to the Broward County Transit Division Compliance Manager.

4.3 City shall submit a monthly report to the Contract Administrator summarizing all complaints received during the previous month.

4.4 At the request of County, City shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Shuttle Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by City as directed by the Contract Administrator.

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin retroactive to October 1, 2019, and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least 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 Shuttle 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.

ARTICLE 6. FUNDING

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate of forty-nine dollars and ninety-seven cents (\$49.97) for Total Vehicle Hours. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 City shall submit invoices for Funding, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted via an official invoice from City as set forth in Exhibit G and pursuant to instructions prescribed by the Contract Administrator.

6.2.2 County reserves the right to withhold any/all payments resulting from a breach or non-compliance with this Agreement. Payments will be made

once the breach has been cured or compliance verified. County will make payments in an amount determined by the County based on the nature of the breach or non-compliance.

- 6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.
- 6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, 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 provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.
- 6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.
- 6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.
- 6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty

(30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

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 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:

City of Fort Lauderdale
Transportation and Mobility Department - Accounts Receivable
290 NE 3rd Avenue
Fort Lauderdale, FL 33301

ARTICLE 7. INSURANCE

7.1 City is a governmental entity and is fully responsible for the acts and omissions of its agents or employees, subject to any applicable limitations of Section 768.28, Florida Statutes.

7.2 Upon request by County, City must provide County with written verification of liability protection that meets or exceeds any requirements of Florida law. If City holds any excess liability coverage, City must ensure that Broward County is named as an additional insured and certificate holder under such excess liability policy and provide evidence of same to County.

7.3 If City maintains broader coverage or higher limits than the minimum coverage required under Florida law, County shall be entitled to such broader coverage and higher limits on a primary and noncontributory basis. County's insurance requirements shall apply to City's self-insurance.

7.4 In the event City contracts with a Subcontractor to provide any of the Services set forth herein, City shall require that each Subcontractor procure and maintain insurance coverage that adequately covers each Subcontractor's exposure based on the Services provided by that Subcontractor. City must ensure that all such Subcontractors name "Broward County" as an additional insured and certificate holder under the applicable insurance policies. City shall not permit any Subcontractor to provide Services until the insurance requirements of the Subcontractor under this section are met. If requested by County, City shall furnish evidence of insurance of all such Subcontractors.

7.5 County reserves the right, but not the responsibility, to periodically review any and all insurance policies and to reasonably adjust the limits and/or types of coverage required herein, from time to time throughout the term of this Agreement.

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business 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 the written notice provided by County, which termination date shall be not less than one hundred eighty (180) 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 if 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 and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

8.2 This Agreement may be terminated for cause by County for reasons including, but not limited to, any of the following:

8.2.1 City's failure to suitably perform the Community Shuttle Service, failure to continuously perform the Community Shuttle Service in a manner calculated to meet or accomplish the objectives in this Agreement, or repeated submission (whether negligent or intentional) for payment of false or incorrect bills or invoices;

8.2.2 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; or

8.2.3 If City's Subcontractor is a "scrutinized company" pursuant to Section 215.473, Florida Statutes, if City's Subcontractor is placed on a "discriminatory vendor list" pursuant to Section 287.134, Florida Statutes, or if City's Subcontractor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

8.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the County Administrator to protect the public health, safety, or welfare may be oral notice that shall be promptly confirmed in writing.

8.4 If this Agreement is terminated for convenience by County, City shall be paid for any Community Shuttle Services properly performed under this Agreement through the termination date specified in the written notice of termination, subject to any right of County to retain any sums otherwise due and payable. City acknowledges that it has received good, valuable, and sufficient consideration from County, the receipt and adequacy of which are acknowledged by City, for County's right to terminate this Agreement for convenience.

8.5 In addition to any right of termination stated in this Agreement, County shall be entitled to seek any and all available remedies, whether stated in this Agreement or otherwise available at law or in equity.

ARTICLE 9. EEO COMPLIANCE

9.1 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.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. City and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 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.

9.3 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.

9.4 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 10. TITLE VI

10.1 By execution of this Agreement, City, as a direct recipient of FTA funding, shall ensure that Community Shuttle Service 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. Section 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 that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as direct recipient of federal funding, City, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit 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 processes 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 City, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

Requirements and Guidelines for Federal Transit Administration Recipients," dated October 1, 2012.

10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES. All direct recipients use City'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 follows:

*NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT
Any person or group who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call (954) 828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility Dept, Title VI Coordinator, 290 NE 3rd Avenue, 2nd Floor, Fort Lauderdale, Florida 33301.*

10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS. City has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with City's procedures. City shall provide County with copies of all investigations, complaints, or lawsuits for oversight.

10.5 PUBLIC PARTICIPATION AND LANGUAGE ASSISTANCE PLANS. City shall, in the absence of its own plans, use County's Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

10.6 PLANNING OR ADVISORY BOARDS. 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, City will provide County with the racial breakdown of the board and a description of how minority participation is encouraged, as required by FTA.

10.7 MONITORING SUBRECIPIENTS. City is monitored by its primary recipient, County. The monitoring process outlined by County includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Shuttle Service meetings.

10.8 FACILITY EQUITY ANALYSIS. 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, City will collaborate with County to ensure that the appropriate analysis is conducted in compliance with FTA specifications.

10.9 SERVICE STANDARDS. City, in agreement with County, will use service standards outlined in City's Title VI Plan for Community Shuttle Service. City will collaborate with County to monitor service standards as necessary under FTA Circular 4702.1B.

ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and documents created by City in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by City and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. 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 after termination of this Agreement. Any compensation due to City may be withheld until all documents are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

11.2 PUBLIC RECORDS. To the extent City is acting on behalf of County as stated in Section 119.0701, Florida Statutes, City shall:

- 11.2.1 Keep and maintain public records required by County to perform the services under this Agreement;
- 11.2.2 Upon request from County, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 11.2.3 Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion or termination of this Agreement if the records are not transferred to County; and
- 11.2.4 Upon completion or termination of this Agreement, transfer to County, at no cost, all public records in possession of City or keep and maintain public records required by County to perform the services. If City transfers the records to County, City shall destroy any duplicate public records that are exempt or confidential and exempt. If City keeps and maintains the public records, City shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County upon request in a format that is compatible with the information technology systems of County.

A request for public records regarding this Agreement must be made directly to County, who will be responsible for responding to any such public records

requests. City will provide any requested records to County to enable County to respond to the public records request.

Any material submitted to County that City contends constitutes or contains trade secrets or is otherwise exempt from production under Florida public records laws (including Chapter 119, Florida Statutes) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, City must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Section 812.081, Florida Statutes, and stating the factual basis for same. In the event that a third party submits a request to County for records designated by City as Trade Secret Materials, County shall refrain from disclosing the Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by City. City shall indemnify and defend County and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the nondisclosure of any Trade Secret Materials in response to a records request by a third party.

IF CITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 357-8385 OR (954) 357-9721, WDELTORO@BROWARD.ORG OR TRANSITRECORDS@BROWARD.ORG, 1 NORTH UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.

11.3 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 Agreement. 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 this Agreement and performance under this Agreement. All such books, records, and accounts 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 Subcontractors shall make same available in written form at no cost to City.

11.3.1 City and its Subcontractors shall preserve and make available, at reasonable times within Broward County, Florida, for examination and audit, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for at least three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. Any audit or inspection pursuant to this section may be performed by any County representative (including any outside representative engaged by County). City hereby grants County the right to conduct such audit or review at City's place of business, if deemed appropriate by County, with seventy-two (72) hours' advance notice.

11.3.2 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. If an audit or inspection in accordance with this section discloses overpricing or overcharges to County of any nature by City in excess of five percent (5%) of the total contract billings reviewed by County, the reasonable actual cost of County's audit shall be reimbursed to County by City in addition to making adjustments for the overcharges. Any adjustments or payments due as a result of such audit or inspection shall be made within thirty (30) days after presentation of County's findings to City.

11.3.3 City shall ensure that the requirements of this section are included in all agreements with its Subcontractor(s).

11.4 PUBLIC ENTITY CRIME ACT. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, 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.

11.5 INDEPENDENT CONTRACTOR. City is an independent contractor under this Agreement, and nothing in this Agreement shall constitute or create a partnership, joint venture, or any other relationship between the Parties. In providing Community Shuttle Service under this Agreement, neither City nor its agents shall act as officers, employees, or agents of County. City shall not have the right to bind County to any obligation not expressly undertaken by County under this Agreement.

11.6 SOVEREIGN IMMUNITY. Except to the extent sovereign immunity may be deemed to be waived by entering into this Agreement, nothing herein is intended to serve as a waiver of sovereign immunity by County or City nor shall anything included herein be construed as consent by County or City to be sued by third parties in any matter arising out of this Agreement. County is a political subdivision as defined in Section 768.28, Florida Statutes, and shall be responsible for the negligent or wrongful acts or omissions of its employees pursuant to Section 768.28, Florida Statutes.

11.7 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.

11.8 NOTICES. In order for notice to a party to be effective under this Agreement, notice must be sent via U.S. first-class mail, hand delivery, or commercial overnight delivery, each with a contemporaneous copy via e-mail, to the addresses listed below and shall be effective upon mailing or hand delivery (provided the contemporaneous e-mail is also sent). The addresses for notice shall remain as set forth in this section

unless and until changed by providing notice of such change in accordance with the provisions of this section.

FOR COUNTY:

Chris Walton, Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324
cwalton@broward.org

FOR CITY:

City Manager
City of Fort Lauderdale
100 North Andrews Avenue
Fort Lauderdale, FL 33301
CLagerbloom@fortlauderdale.gov

11.9 ASSIGNMENT. All Subcontractors must be expressly identified in this Agreement or otherwise approved in advance and in writing by County's Contract Administrator. Except for subcontracting approved by County in advance, neither this Agreement nor any right or interest in it may be assigned, transferred, subcontracted, or encumbered by City without the prior written consent of County. If City violates this provision, County shall have the right to immediately terminate this Agreement.

11.10 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. 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. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

11.11 COMPLIANCE WITH LAWS. City and the Community Shuttle Service must comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations including, without limitation, the Americans with Disabilities Act, 42 U.S.C. Section 12101, Section 504 of the Rehabilitation Act of 1973, and any related federal, state, or local laws, rules, and regulations.

11.12 SEVERABILITY. In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect.

11.13 JOINT PREPARATION. This Agreement has been jointly prepared by the Parties and shall not be construed more strictly against either Party.

11.14 INTERPRETATION. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect 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. Any reference to "days" means calendar days, unless otherwise expressly stated.

11.15 PRIORITY OF PROVISIONS. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached to, referenced by, or incorporated in this Agreement and any provision of Articles 1 through 11 of this Agreement, the provisions contained in Articles 1 through 11 shall prevail and be given effect.

11.16 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. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **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.**

11.17 AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained in this Agreement shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by duly authorized representatives of County and City.

11.18 PRIOR AGREEMENTS. This Agreement represents the final and complete understanding of the Parties regarding the subject matter and supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to City 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 arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

- 11.19.2 Rate of Interest. If the preceding subsection is inapplicable or is determined to be invalid or unenforceable by a court of competent jurisdiction, the annual rate of interest payable by County under this Agreement, whether as prejudgment interest or for any other purpose, shall be, to the full extent permissible under applicable law, one quarter of one percent (0.25%) simple interest (uncompounded).

11.20 INCORPORATION BY REFERENCE. Any and all Recital clauses stated above are true and correct and are incorporated in this Agreement by reference. The following exhibits are attached hereto and incorporated into and made a part of this Agreement:

| | |
|-----------|--------------------------------------|
| Exhibit A | Service Schedules, Routes & Maps |
| Exhibit B | Drug Free Workplace Certification |
| Exhibit C | Schedule of Reports |
| Exhibit D | Vehicle & Equipment Inventory |
| Exhibit E | Pre-Trip & Post-Trip Inspection Form |
| Exhibit F | Funding |
| Exhibit G | Invoice |

11.21 REPRESENTATION OF AUTHORITY. City represents and warrants that this Agreement constitutes the legal, valid, binding, and enforceable obligation of City, and that neither the execution nor performance of this Agreement constitutes a breach of any agreement that City has with any third party or violates any law, rule, regulation, or duty arising in law or equity applicable to City. City further represents and warrants that execution of this Agreement is within City's legal powers, and each individual executing this Agreement on behalf of City is duly authorized by all necessary and appropriate action to do so on behalf of City and does so with full legal authority.

11.22 COUNTERPARTS AND MULTIPLE ORIGINALS. This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(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 20th day of August, 2019, and CITY OF Fort Lauderdale, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By Tamara Brannon

Print Name: TAMARA BRANNON

By Susan Seferian

Print Name: SUSANSEFERIAN

BROWARD COUNTY, by and through its County Administrator

By Bertha Henry
Bertha Henry, County Administrator

23rd day of October, 2019

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

By Angela J. Wallace 10/21/19
Angela J. Wallace (Date)
Deputy County Attorney



AJW:hb
Community Shuttle Form.Standard.doc
08/07/19
19-114.02

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF
FORT LAUDERDALE FOR COMMUNITY SHUTTLE SERVICE

CITY

ATTEST:



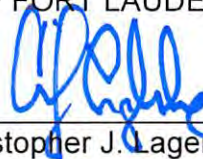
Jeffrey A. Modarelli
City Clerk

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

By:



Christopher J. Lagerbloom, ICMA-CM
City Manager

14th day of October, 2019.

APPROVED AS TO FORM:

By:



Shan C. Wallen
Assistant City Attorney

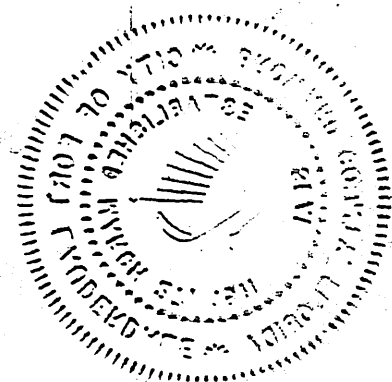


Exhibit A
Service Schedules, Routes & Maps

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Beach Link Las Olas Link

Single Ride: \$1.00
Day Pass: \$3.00



**Sun
Trolley**
**Wave 'n'
Ride**

BEACH Link Schedule:
Daily 10:30 a.m. to 5 p.m.

LAS OLAS Link Schedule:
Friday - Sunday 10:30 a.m. to 5 p.m.

Approximately every 45 minutes

Just Wave and We Will Pick You Up!

HOW TO RIDE?

Wave 'n' Ride in Three Easy Steps- Catching the Sun Trolley is as simple as hailing a cab!

Step 1

Download the FREE Sun Trolley Tracker App to track the trolleys in real-time

Step 2

Stand along your selected route and wave to signal the driver to pick you up

To board a trolley, stand in a safe location and avoid bridges, right turn lanes, construction zones and roundabouts

Step 3

To exit the trolley, tell the driver when you would like to disembark

How Much Does it Cost?

\$1 per ride or \$3 for an all-day pass
(exact change, cash only)



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- ✓ Rate Us: On Trip Advisor
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- ✓ Email Us: info@suntrolley.com
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Please be aware that the schedules and frequencies published are just a guide, and fluctuating and unpredictable traffic patterns may cause unavoidable deviations. The Sun Trolley is not liable for any losses endured due to strict reliance on the information provided.

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

PROTECTIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, and national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call 954-828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility, Title VI Coordinator, 290 NE 3rd Avenue, Fort Lauderdale, FL 33301.

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- Las Olas Link
- Beach Link
- P Public Parking
- ♦ Transfer from the Las Olas Link route to the Beach Link route at Beach Place and at A1A and Vistamar St.
- ♦ Downtown Link Connection
- ♦ Neighborhood Link Connection
- ♦ NW Community Link Connection
- ▲ Broward County Transit Central Terminal
 Connecting to: 1, 6, 9, 10, 11, 14, 20, 22, 30, 31, 40, 50, 60, 81, and US1 Breeze

WATER TROLLEY CONNECTIONS

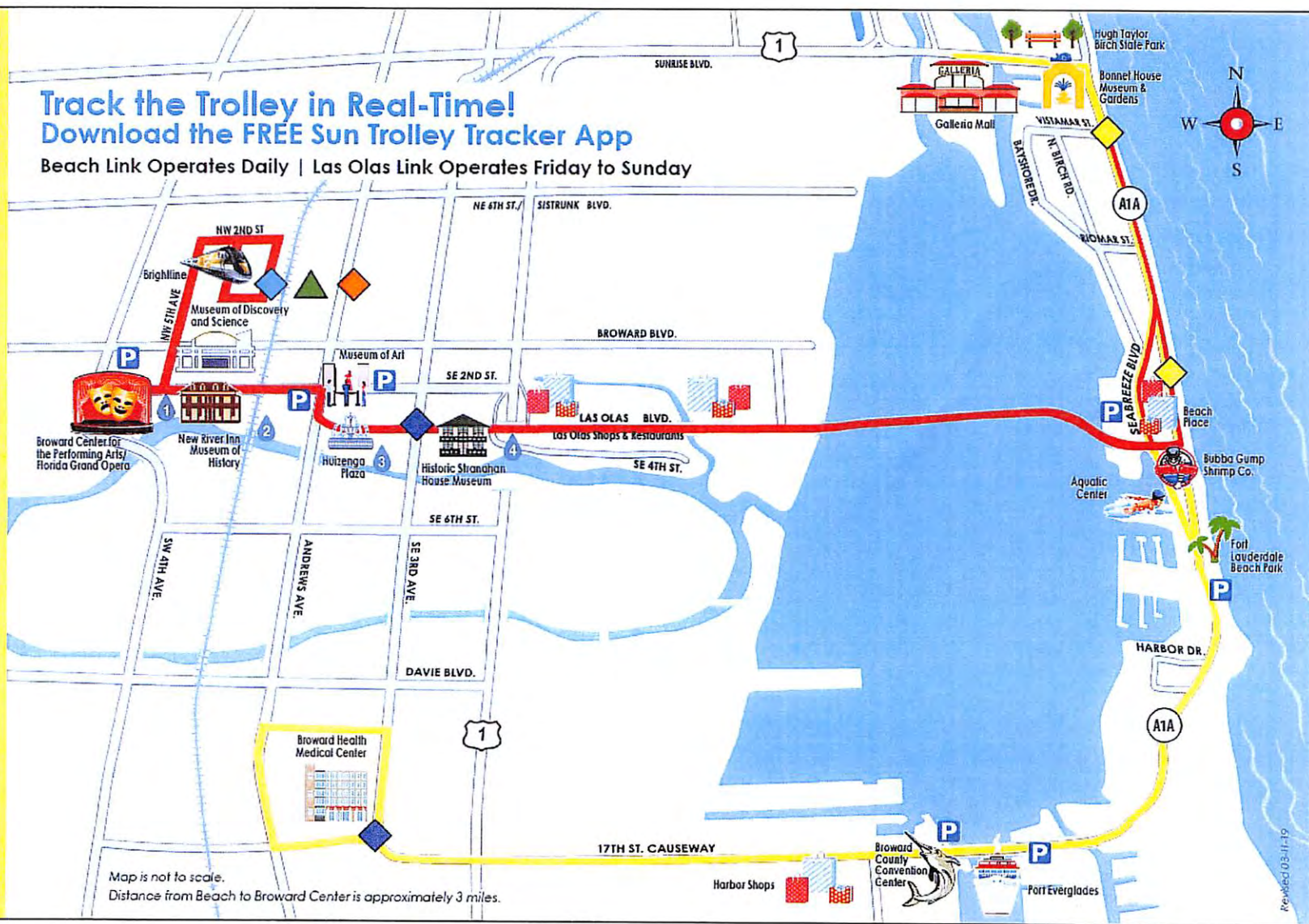
- 1 Esplanade Park
- 2 Riverfront Plaza
- 3 Huizenga Plaza
- 4 Laura Ward Plaza

NOTE: All trolleys are red and yellow; the colors depicted here are just for mapping purposes.

Track the Trolley in Real-Time!

Download the FREE Sun Trolley Tracker App

Beach Link Operates Daily | Las Olas Link Operates Friday to Sunday



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Downtown Link

Free



**Sun
Trolley**
**Wave 'n'
Ride**

Downtown Link Route Schedule:
Monday - Friday 9 a.m. to 5 p.m.
Approximately Every 15 Minutes

Just Wave and We Will Pick You Up!

HOW TO RIDE?

Wave 'n' Ride in Three Easy Steps- Catching the Sun Trolley is as simple as hailing a cab!

Step 1

Download the FREE Sun Trolley Tracker App to track the trolleys in real-time

Step 2

Stand along your selected route and wave to signal the driver to pick you up

Step 3

To exit the trolley, tell the driver when you would like to disembark

How Much Does it Cost?

FREE ROUTES:

- Downtown Link • NW Community Link
- Galt Link • Neighborhood Link
- Airport Link • Riverwalk Water Trolley
- Uptown Link

FARE ROUTES:

- Las Olas/Beach Link fares -
\$1 per ride or \$3 for an all-day pass
(single dollars or exact coins are accepted)

A FEW REMINDERS

- 1 To board a trolley, stand in a safe location and avoid bridges, right turn lanes, construction zones and roundabouts
- 2 Please note that the Riverwalk Water Trolley is the only route that requires passengers to board or disembark at designated stops and is not a Wave 'n' Ride service.

STAY CONNECTED

✓ Socialize with Us @SunTrolley:



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✓ Rate Us: On Trip Advisor

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Please be aware that the schedules and frequencies published are just a guide, and fluctuating and unpredictable traffic patterns may cause unavoidable deviations. The Sun Trolley is not liable for any losses endured due to strict reliance on the information provided.

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PROTECTIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

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Revised 03-11-19



Track the Trolley
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KEY DESTINATIONS
Ready to ride? Just Wave 'n' Ride!

Downtown Link
*Please note that the Downtown Link
route follows a figure-eight pattern*

- P** Public Parking
- A** Flagler Village
- B** Fort Lauderdale City Hall
- C** Federal Courthouse
- D** Broward County Governmental Center
- E** Broward County Library
- F** NSU Museum of Art
- G** Broward College
- H** Florida Atlantic University
- I** Huizenga Park
- J** Broward County Courthouse
- K** Broward County School Board
- L** Publix
- M** Broward General Hospital

**Broward County Transit
Central Terminal**
Connecting to:
1, 6, 9, 10, 11, 14, 20, 22,
30, 31, 40, 50, 60, 81, and
US1 Breeze

- Water Trolley Link
Connection
- Las Olas Link
Connection
- Beach Link
Connection
- Neighborhood Link
Connection
- NW Community Link
Connection

*NOTE: All trolleys are red and yellow,
the colors depicted here are just for
mapping purposes.*

Downtown Link

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Neighborhood Link

Free



**Sun
Trolley**
**Wave 'n'
Ride**

Neighborhood Link Schedule:
Monday - Friday
8 a.m. to 1:10 p.m.

Just Wave and We Will Pick You Up!

Free

HOW TO RIDE?

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Step 1

Download the FREE Sun Trolley Tracker App to track the trolleys in real-time

Step 2

Stand along your selected route and wave to signal the driver to pick you up

To board a trolley, stand in a safe location and avoid bridges, right turn lanes, construction zones and roundabouts

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To exit the trolley, tell the driver when you would like to disembark.



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- Neighborhood Link
- Key Destinations
- Train Tracks
- Public Parking
- Fort Lauderdale Tri-Rail Station & Free Park-n-Ride Lot
- NW Community Link Connection
- Downtown Link Connection To
- Broward County Transit Central Terminal Connecting to: 1, 6, 9, 10, 11, 14, 20, 22, 30, 31, 40, 50, 60, 81, and US1 Breeze

Download the Free
 Sun Trolley Tracker App

*Map not to scale.

NOTE: All trolleys are red and yellow, the colors depicted here are just for mapping purposes.

Key Destinations

1. BCT Central Terminal
2. SW 4 Street and SW 14 Street
3. LifeNet4Families
4. Tri-Rail
5. SW 4 Avenue and SW 15 Street



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NW Community Link

Free



**Sun
Trolley**
**Wave 'n'
Ride**

NW Community Link Schedule:
Monday - Friday
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Just Wave and We'll Pick You Up!

Free

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Step 3

To exit the trolley, tell the driver when you would like to disembark



STAY CONNECTED

✓ Socialize with Us @SunTrolley:



#suntrolley

✓ Rate Us: On Trip Advisor

✓ Visit Us: www.suntrolley.com

✓ Email Us: info@suntrolley.com

✓ Talk to Us: 954-TROLLEY

Please be aware that the schedules and frequencies published are just a guide, and fluctuating and unpredictable traffic patterns may cause unavoidable deviations. The Sun Trolley is not liable for any losses endured due to strict reliance on the information provided.

This publication can be made available in alternative formats upon request by contacting 954-357-8400 or TTY 954-357-8302.

PROTECTIONS OF THE TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any person(s) or group(s) who believes that they have been subjected to discrimination because of race, color, and national origin, under any transit program or activity provided by the City of Fort Lauderdale, may call 954-828-5217 to file a Title VI discrimination complaint or write to City of Fort Lauderdale Transportation and Mobility, Title VI Coordinator, 290 NE 3rd Avenue, Fort Lauderdale, FL 33301.

SUN TROLLEY (R) is not affiliated, endorsed by, or associated with FDOT's SUNRAIL (R) trademark.

DOWNLOAD THE SUN TROLLEY TRACKER APP
954-TROLLEY | www.suntrolley.com

DOWNLOAD THE SUN TROLLEY TRACKER APP
954-TROLLEY | www.suntrolley.com



CAM #19-0307
Exhibit 2
Page 12 of 24

CAM 20-0868
Exhibit 1
Page 107 of 177

NW COMMUNITY LINK

1. Walmart
2. Fort Lauderdale Tri-Rail Station
3. African-American Research Library
4. Provident Park
5. Save-A-Lot
6. Peter Feldman Park
7. Fresh Market
8. Broward Central Terminal
9. Old Dillard Museum
10. Presidente Supermarket
11. Lauderdale Manors Elementary School
12. Hillmont Gardens Apartments
13. dd's Discounts

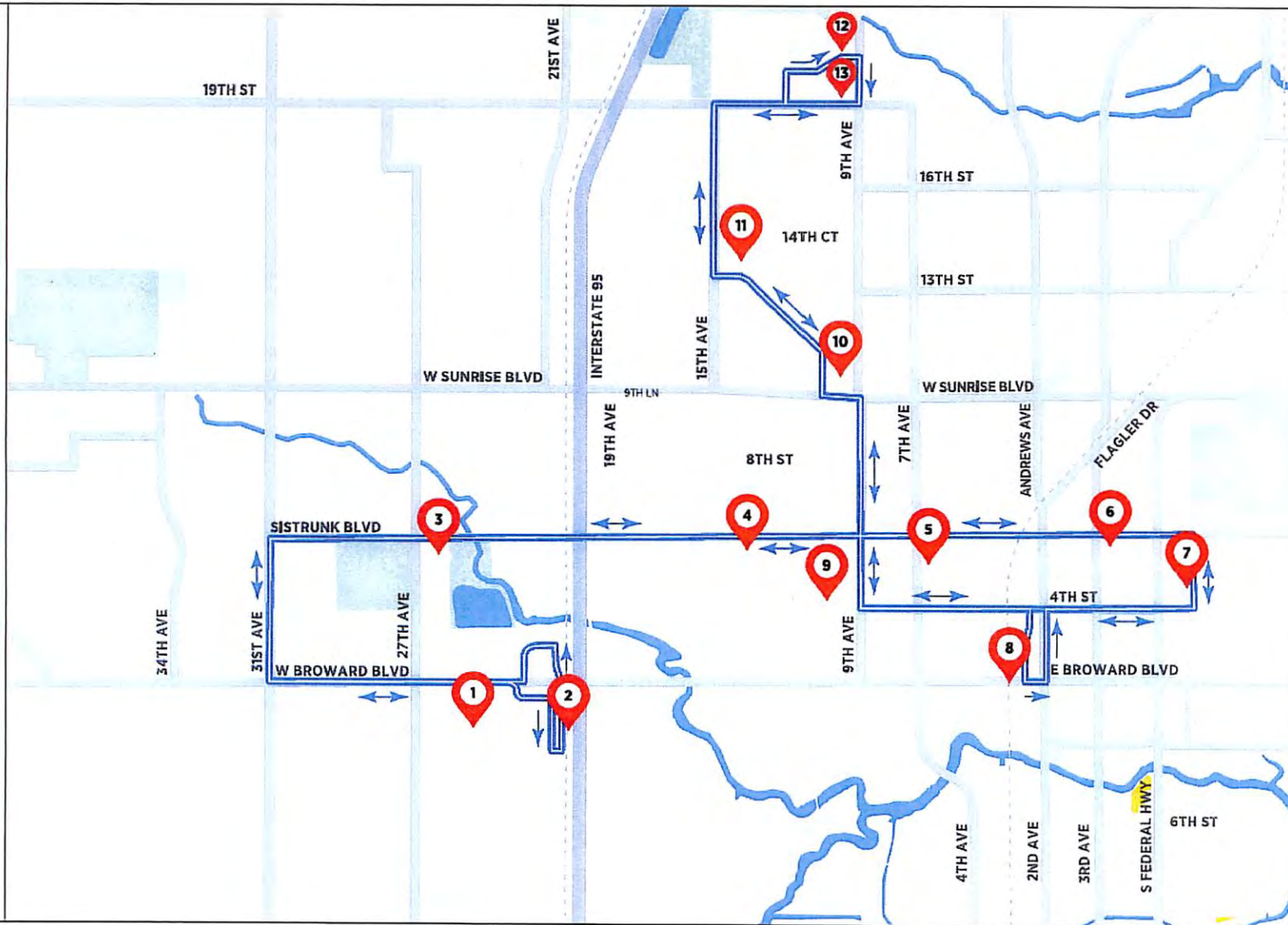


Exhibit B
Drug Free Workplace Certification

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).

Craig S. Garcia
(Vendor Signature)

Craig S. Garcia
(Print Vendor Name)

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 23rd day of SEPTEMBER, 2019

by CRAIG S. GARCIA
(Name of person who's signature is being notarized)

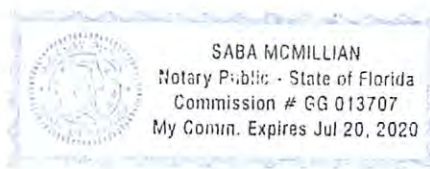
as GENERAL MANAGER of FIRST TRANSIT
(Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced
FLDL# 662011765020 exp 01/2021
(Type of Identification)

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

NOTARY PUBLIC:

SABA MCMILLIAN
(Signature)
SABA MCMILLIAN
(Print Name)



My commission expires: 07/20/2020

(05/2014)

Exhibit C
Schedule of Reports

EXHIBIT "C"

| <u>Report</u> | <u>Details</u> | <u>Frequency</u> | <u>Due</u> |
|---|--|--|---|
| Active Drivers | Current list of Vehicle Operators | Monthly | 10th of each month * |
| Complaints | Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution | Monthly | 10th of each month * |
| Drug & Alcohol Certification | Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager | Quarterly and Annually | Quarterly and Annually by February 15th |
| Insurance | Valid insurance certificate in accordance with contract requirements | Annually | At time of applicable renewal |
| Invoice | Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year | Quarterly | October 10th, January 10th, April 10th, and July 10th |
| Major Accidents and Incidents | Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos | As needed when qualifying events occur | 72 hours after event |
| Motor Vehicle Report (MVR) | Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators | Semi-Annually | Every six (6) months |
| Safety Certification | Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time | Annually | City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th |
| Service Summary Report | Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service | Monthly | 10th of each month * |
| Vehicle Inventory (County) | Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year | Annually | October 23rd |
| Vehicle Inventory (NTD) | Detailed inventory and odometer readings on each revenue service vehicle for NTD | Annually | November 1st |
| Annual System Report (NTD) | Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD). | Annually | January 31st |
| Vehicle Transactions | Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form | As needed when qualifying events occur | Next business day |
| *If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day | | | |

Notes:

CommunityShuttleReports@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 Inventory

EXHIBIT "D"**City of Fort Lauderdale****Vehicles for Fiscal Year 2020**

| <u>Vehicle #</u> | <u>Year</u> | <u>Make</u> | <u>Seats</u> | <u>Asset</u> | <u>VIN</u> |
|------------------|-------------|--|--------------|--------------|-------------------|
| 614 | 2006 | Freightliner/Supreme Trolley | 26/2 | V6906 | 4UZABOBV86CW60328 |
| 615 | 2014 | Glaval Apollo | 30/2 | | 4UZADEDU3DCFF1931 |
| 616 | 2014 | Glaval Apollo | 30/2 | | 4UZADEDU1DCFF1930 |
| 618 | 2015 | Ford E450 | 12 | | 1FDEE3FL7EDA07065 |
| 619 | 2015 | Freightliner/Supreme Trolley | 26 | | 4UZAB0DT3FCGT9899 |
| 620 | 2015 | Freightliner/Supreme Trolley | 26 | | 4UZAB0DT6FCGT9900 |
| 621 | 2017 | Freightliner/Supreme Trolley | 26 | | 4UZAB0DT6HCJH0416 |
| 622 | 2016 | Freightliner/Supreme Trolley | 26 | | 4UZADEDU1GCHR9717 |
| 624 | 2016 | Freightliner/Supreme Trolley | 22 | | 1F66F5DY1G0A00012 |
| 626 | 2016 | Freightliner/Supreme Trolley | 22 | | 1F66F5DY0G0A06271 |
| M1916 | 2019 | Champion F550 Defender G Force Propane Bus | 16/2 | 330331 | 1FDAF5GY2KDA08913 |
| M1917 | 2019 | Champion F550 Defender G Force Propane Bus | 16/2 | 330332 | 1FDAF5GY4KDA08914 |

Trolley 614

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 while 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:

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

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.

CO/AGY 10 / 6

T# 661025155

B# 1288223

FLORIDA VEHICLE REGISTRATION

PLATE TC2537 DECAL

Expires NO EXPIRATION

2/MK 2006/FRHT BODY BU
N 4UZAB0BV86CW60328
Plate Type NVR NET WT 29748

TITLE 96210930
GVW 36608

| | | | |
|----------------|-------|---------------|----|
| Reg. Tax | 48.85 | Class Code | 97 |
| Init. Reg. | | Tax Months | 12 |
| County Fee | 3.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 51.85 | | |

FEID 566000531-01
Plate Issued 4/18/2011

2ND DL# 614

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
POMPANO BCH, FL 33069

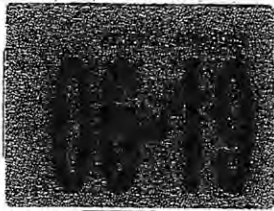
IMPORTANT INFORMATION

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.

FOR COUNTY VEHICLES 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 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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

DOWNTOWN FT LAUDERDALE TRANSPORTATION MGMT
ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, 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 / 7

T# 1034151495
B# 1931483

PLATE X2327C DECAL 10419914 Expires Midnight Sun 6/30/2019

YR/MK 2014/GLAV BODY BU
VIN 4UZADEDU3DCFF1931
Plate Type XSR NET WT 17314

TITLE 114572415
GVW 26000

| | | | |
|----------------|-------|---------------|----|
| Reg. Tax | 12.10 | Class Code | 96 |
| Init. Reg. | | Tax Months | 12 |
| County Fee | 3.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 15.10 | | |

DL/FEID 650435161-01

Date Issued 6/28/2018 Plate Issued 12/29/2014

DOWNTOWN FT LAUDERDALE TRANSPORTATION
MGMT ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148

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 30 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.

XSR - X - SERIES

615

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 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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

DOWNTOWN FT LAUDERDALE TRANSPORTATION MGMT
ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, 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 / 7

T# 1034151704

B# 1931483

PLATE **X2328C** DECAL **10419961** Expires **Midnight Sun 6/30/2019**

YR/MK **2014/GLAV** BODY **BU**VIN **4UZADEDU1DCFF1930**Plate Type **XSR** NET WT **17272**TITLE **114572455**GVW **26000**

Reg. Tax

12.10 Class Code 96

Init. Reg.

Tax Months 12

County Fee

3.00 Back Tax Mos

Mail Fee

Credit Class

Sales Tax

Credit Months

Voluntary Fees

Grand Total 15.10

DL/FEID **650435161-01**Date Issued **6/28/2018** Plate Issued **12/29/2014**

DOWNTOWN FT LAUDERDALE TRANSPORTATION
MGMT ASSOC INC
290 NE THIRD AVENUE
FORT LAUDERDALE, FL 33301-1148

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 30 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.

XSR - X - SERIES

1616

CAM #19-0307

Exhibit 2

CAM 19-0656

Page 16 of 24

Exhibit 2

CAM 20-0868

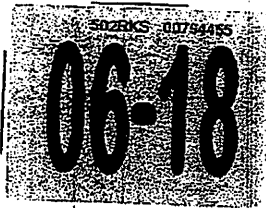
Page 34 of 89

Exhibit 1

Page 117 of 177

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:
FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the 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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 5 TR 911320268
B# 2076682

PLATE 502RKS DECAL 00794455 Expires Midnight Sat 6/30/2018

YR/MK 2015/FORD BODY BU
VIN 1FDEE3FL7EDA07065
Plate Type RGR NET WT 4878

TITLE 118772932
GVW 12500

| | | | |
|----------------|--------|---------------|----|
| Reg. Tax | 103.20 | Class Code | 1 |
| Init. Reg. | | Tax Months | 24 |
| County Fee | 6.00 | Back Tax/Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 109.20 | | |

DL/FEID 231718119-01
Date Issued 6/10/2016 Plate Issued 6/3/2016

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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.

RGR - FLORIDA REGULAR

#618

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY
DEP
250 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1

TW 883600816

BH 1492959

FLORIDA VEHICLE REGISTRATION

PLATE **XE7911** DECAL **NO EXPIRATION**

| | | | | | | | | | |
|--------------------------|------------------|---------------------|------------------|--------------|------------------|-----------------------|--------------|----------------------|-----------|
| K | 2015/FRHT | BODY | BU | TITLE | 121182123 | Reg. Tax | 36.30 | Class Code | 97 |
| 4UZAB00T3FCGT9899 | | | | GVW | 32000 | Init. Reg. | | Tax Months | 12 |
| Plate Type | CVR | NET WT | 22184 | | | County Fee | 3.00 | Back Tax Mos | |
| DL/FEID | | | | | | Mail Fee | | Credit Class | |
| Date Issued | 12/8/2015 | Plate Issued | 12/8/2015 | | | Sales Tax | | Credit Months | |
| | | | | | | Voluntary Fees | | | |
| | | | | | | Grand Total | 39.30 | | |

IMPORTANT INFORMATION

CITY OF FORT LAUDERDALE TRANSPORTATION &
MOBILITY DEP
250 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148

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.
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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

CVR - CITY VEHICLES PLATE ISSUED X

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

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S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
CITY OF FORT LAUDERDALE
280 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32319. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 10 / 1

T# 889413775
B# 1496307

FLORIDA VEHICLE REGISTRATION

PLATE **XE7935** DECAL **Expires NO EXPIRATION**

MARK **2016/FRHT** BODY **BU**
4UZAB00T6FCGT9800
Plate Type **CVR** NET WT **22528**
DL/FEID **588000319-04**
Date Issued **1/16/2018** Plate Issued **1/16/2016**

TITLE **121649355**
GVW **32080**

| | | | |
|----------------|-------|---------------|----|
| Reg. Tax | 36.30 | Class Code | 97 |
| Init. Reg. | | Tax Months | 12 |
| County Fee | 3.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 39.30 | | |

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
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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.

CITY OF FORT LAUDERDALE
280 NE 3RD AVE
FORT LAUDERDALE, FL 33301-1148

CVR - CITY VEHICLES PLATE ISSUED X

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
CITY OF FORT LAUDERDALE
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301-1148

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3

T# 955727083

B# 1430120

FLORIDA VEHICLE REGISTRATION

| | | | | | | | | | |
|-------------|-------------------|--------------|-----------|---------|---------------|----------------|-------|---------------|----|
| PLATE | XF5174 | DECAL | | Expires | NO EXPIRATION | | | | |
| YR | 2017/DOUK | BODY | BU | | | Reg. Tax | 36.30 | Class Code | 97 |
| VR | 4UZAB0DT6HCJH0416 | | | TITLE | 126623607 | Init. Reg. | | Tax Months | 12 |
| Plate Type | CVR | NET WT | 19000 | GVW | 29000 | County Fee | 3.00 | Back Tax Mos | |
| | | | | | | Mail Fee | | Credit Class | |
| DL/FEID | 596000319-04 | | | | | Sales Tax | | Credit Months | |
| Date Issued | 3/20/2017 | Plate Issued | 3/20/2017 | | | Voluntary Fees | | | |
| | | | | | | Grand Total | 39.30 | | |

CITY OF FORT LAUDERDALE
100 NORTH ANDREWS AVENUE
FORT LAUDERDALE, FL 33301-1148

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 30 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.

CVR - CITY VEHICLES PLATE ISSUED X

CAM #19-0307

Exhibit 2
CAM 19-0656

Page 20 of 24

Exhibit 2
CAM 20-0868

Page 58 of 69

Exhibit 1

Page 121 of 177

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:
FIRST TRANSIT INC
1600 NE 7TH AVE
DANIA BEACH, FL 33004

IMPORTANT INFORMATION

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the 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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 6 / 2

T# 956322655
B# 4403110

PLATE HZGN95 DECAL 00555036

Expires Midnight Sun 6/30/2019

YR/MK 2016/FRHT BODY BU
VIN 4UZAEDUHGCHR9717
Plate Type RGS NET WT 27500
DL/FEID 231716118-01
Date Issued 3/22/2017 Plate Issued 3/22/2017

TITLE 126856249
GVW 36000

| | | | |
|----------------|--------|---------------|----|
| Reg. Tax | 177.00 | Class Code | 1 |
| Init. Reg. | 225.00 | Tax Months | 27 |
| County Fee | 6.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 408.00 | | |

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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 30 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

CAM #19-0307

Exhibit 2
CAM 19-0656
Page 21 of 24

Exhibit 2
CAM 19-0868
Page 59 of 69

Exhibit 1
Page 122 of 177

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 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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
FIRST TRANSIT INC.
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

624

CO/AGY 6 / 2 TR 977877367
B# 447842

FLORIDA VEHICLE REGISTRATION

PLATE IMXZ07 DECAL 11111667 Expires Midnight Sat 6/30/2018

| | | | | | | | | | |
|-------------|-------------------|--------------|-----------|-------|-----------|----------------|--------|---------------|----|
| YR/MK | 2016/HOME | BODY | BU | COLOR | RED | Reg. Tax | 71.10 | Class Code | 1 |
| VIN | 1F66F5DY1G0A00012 | | | TITLE | 128029238 | Init. Reg. | 225.00 | Tax Months | 11 |
| Plate Type | RGS | NET WT | 17720 | | | County Fee | 3.00 | Back Tax Mos | |
| | | | | | | Mail Fee | | Credit Class | |
| DLA/FEID | 231716119-01 | | | | | Sales Tax | | Credit Months | |
| Date Issued | 7/28/2017 | Plate Issued | 7/28/2017 | | | Voluntary Fees | | | |
| | | | | | | Grand Total | 299.10 | | |

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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 30 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

MTRF5020K

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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:
FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

COI/AGY 6 / 2

T# 977694637
B# 447579

PLATE HZZN57 DECAL 10920200 Expires Midnight Sat 6/30/2018

YR/MK 2016/HOME BODY BU
VIN 1F88FSDY0G0A06271
Plate Type RGS NET WT 17760

COLOR RED
TITLE 127884594

| | | | |
|----------------|--------|---------------|----|
| Reg. Tax | 71.10 | Class Code | 1 |
| Init. Reg. | 225.00 | Tax Months | 11 |
| County Fee | 3.00 | Back Tax Mos | |
| Mail Fee | | Credit Class | |
| Sales Tax | | Credit Months | |
| Voluntary Fees | | | |
| Grand Total | 299.10 | | |

DL/FRID 231716119-01
Date Issued 7/24/2017 Plate Issued 7/24/2017

FIRST TRANSIT INC
600 VINE ST STE 1400
CINCINNATI, OH 45202-2426

IMPORTANT INFORMATION

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3. Your registration must be updated to your new address within 30 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.

626
RGS - SUNSHINE STATE PLATE ISSUED X

CAM #19-0307

Exhibit 2
CAM 19-0656
Page 23 of 24
Exhibit 2
CAM 20-0868
Page 61 of 69
Exhibit 1
Page 124 of 177

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle 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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

**BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069**

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY 2 / 3 T# 1098887077
B# 1588072

FLORIDA VEHICLE REGISTRATION

| | | | | | | |
|-------------|--------------------------|--------------|------------------|---------|----------------------|------------------------------|
| PLATE | TH3433 | DECAL | | Expires | NO EXPIRATION | <i>0m19/6.</i> |
| YR/MK | 2019/CHPN | BODY | BU | | | |
| VIN | 1FDAF5GY2KDA08913 | | | TITLE | 135472915 | Reg. Tax 36.30 Class Code 97 |
| Plate Type | NVR | NET WT | 13100 | GVW | 19500 | Init. Reg. Tax Months 12 |
| DL/FEID | 596000531-14 | | | | | County Fee 3.00 Back Tax Mos |
| Date Issued | 7/15/2019 | Plate Issued | 7/15/2019 | | | Mail Fee Credit Class |
| | | | | | | Sales Tax Credit Months |
| | | | | | | Voluntary Fees |
| | | | | | | Grand Total 39.30 |

**BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069**

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.
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5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

NVR - COUNTY VEHICLES PLATE ISSUED X

IMPORTANT INFORMATION

Section 316.613, Florida Statutes, requires every operator of a motor vehicle transporting a child in a passenger car, van, autocycle 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 the 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, an integrated child seat, or a child booster seat may be used. For limited exceptions, see s. 316.613, F.S.

S. 320.0605, F.S., requires the registration certificate, or true copy of a rental or lease agreement, issued for any motor vehicle to be in the possession of the operator or carried in the vehicle while the vehicle is being used or operated on roads of this state.

S. 320.02 and 627.733, F.S., requires personal injury protection and property damage liability to be continuously maintained throughout the registration period. Failure to maintain the mandatory coverage may result in the suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

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: DHSMV, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

CO/AGY 2 / 3 T# 1098886366
 B# 1588072

| | | | | | | | | |
|-------------|--------------------------|--------------|------------------|---------|----------------------|---------------|----------------|-------|
| PLATE | TH3432 | DECAL | | Expires | NO EXPIRATION | <i>0m1917</i> | | |
| YR/MK | 2019/CHPN | BODY | BU | | | | Reg. Tax | 36.30 |
| VIN | 1FDAF5GY4KDA08914 | | | TITLE | 135472877 | | Init. Reg. | |
| Plate Type | NVR | NET WT | 13100 | GVW | 19500 | | County Fee | 3.00 |
| DL/FEID | 596000531-14 | | | | | | Mail Fee | |
| Date Issued | 7/15/2019 | Plate Issued | 7/15/2019 | | | | Sales Tax | |
| | | | | | | | Voluntary Fees | |
| | | | | | | | Grand Total | 39.30 |
| | | | | | | | Class Code | 97 |
| | | | | | | | Tax Months | 12 |
| | | | | | | | Back Tax Mos | |
| | | | | | | | Credit Class | |
| | | | | | | | Credit Months | |

BROWARD COUNTY BOARD OF COMMISSIONERS
1600 BLOUNT ROAD
POMPANO BEACH, FL 33069

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 30 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.

NVR - COUNTY VEHICLES PLATE ISSUED X

Exhibit E
Pre-Trip & Post-Trip Inspection Form

Figure 1: FDOT-Approved Pre-Trip/Post-Trip Inspection Form

The form below can be used to perform pre-trip and post-trip inspections that meet FDOT's minimum requirements. Agencies may use their own customized forms as long as the form contains all of the inspection items listed in Table 1 or in the figure below. Copies of this form are available upon request.

| Pre-trip/Post-trip Inspection Form | | | |
|------------------------------------|--|---|--|
| Agency | <input style="width: 90%;" type="text"/> | | |
| Unit ID # | <input style="width: 50%;" type="text"/> | <input type="checkbox"/> Pre-trip Inspection <input type="checkbox"/> Post-trip Inspection | |
| Date | <input style="width: 90%;" type="text"/> | | |
| Mileage | <input style="width: 90%;" type="text"/> | | |

| Vehicle Component | OK | Defective | Comment |
|------------------------------------|----|-----------|---------|
| Headlights | | | |
| Tail/Brake lights | | | |
| Back up Lights | | | |
| Back up Alarm | | | |
| Turn Signals | | | |
| Clearance Lights | | | |
| Windshield Wipers | | | |
| Interior Lights | | | |
| Interior Gauges and Warning System | | | |
| Climate Control | | | |
| Mirrors | | | |
| Parking brakes | | | |
| Service brakes | | | |
| Steering | | | |
| Horn | | | |
| Fire extinguisher | | | |
| Emergency Exit Windows and Door | | | |
| Passenger Doors | | | |
| Overall cleanliness | | | |
| Fresh body damage | | | |
| Tires and Wheels | | | |
| Exhaust System | | | |

| If Equipped: | | | |
|------------------------------|--|--|--|
| Interlock System | | | |
| Wheelchair lift and ramp | | | |
| Belts and Securement Devices | | | |
| First Aid Kit | | | |
| Flares and Triangles | | | |
| Fire Suppression System | | | |

Driver's Name

 Technician's Name

Manager's Name

Repair Notes:

V8.25.17

**Exhibit F
Funding**

EXHIBIT "F"
City of Fort Lauderdale
Operating Funding - TMA

Fiscal Year 2020

Community Bus Service - (\$49.97/Hour)

| Buses | Route | Service | Span of Service | Frequency | Daily Vehicle Hours | Days | Funding Per Vehicle Hour | Annual Funding |
|-----------------------------|------------------------------------|-----------|-----------------|-----------|---------------------|------|--------------------------|------------------------|
| 2 | Courthouse (Downtown) | Mon-Fri | 9:00a - 5:00p | 21 min | 16.66 | 257 | \$49.97 | \$ 213,952.55 |
| 2 | Las Olas | Fri-Sun | 10:30a - 5:00p | 22 min | 14.34 | 156 | \$49.97 | \$ 111,784.89 |
| 3 | Convention Connection (Beach Link) | Sun - Sat | 10:30a - 5:00p | 26 min | 20.89 | 364 | \$49.97 | \$ 379,969.88 |
| 1 | Neighborhood Link | Mon-Fri | 8:00a - 1:10p | 47 min | 5.74 | 257 | \$49.97 | \$ 73,714.74 |
| 2 | Northwest Community Link | Mon-Fri | 6:20a - 7:18p | 51 min | 25.63 | 257 | \$49.97 | \$ 329,147.89 |
| Total Annual Funding | | | | | | | | \$ 1,108,569.96 |

**Exhibit G
Invoice**

CITY LOGO

INVOICE #

DATE

MAILING
INFO

City of Fort Lauderdale
Street Address
City, ST ZIP

theemail@somewhere.com

BILL
TO

Broward County - Transit
Contract Grant Administrator
1 N University Drive
Suite 3100A
Plantation, FL 33324
CommunityShuttleReports@broward.org

| DESCRIPTION | Estimated Miles | Estimated Miles | Estimated Miles | DATE | AMOUNT |
|------------------------|-----------------|-----------------|-----------------|----------------------------------|-------------|
| Description of Service | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
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| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | | - |
| | | | | SUBTOTAL | \$ - |
| | | | | Deductions/Missed Service | \$ - |
| | | | | TOTAL | \$ - |

Make all checks payable to:



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

P3L

10/14/19

Today's Date: 10/9/2019

DOCUMENT TITLE: BROWARD COUNTY – INTERLOCAL AGREEMENT FOR COMMUNITY SHUTTLE SERVICE

COMM. MTG. DATE: 10/2/2019 CAM #: 19-0656 ITEM #: CR-3 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 10/11/19

Shari C. Wallen
Attorney's Name

SCW/JL
Initials

2) City Clerk's Office: # of originals: 3 Routed to: MJ Matthews/CMO/X5364 Date: 10/11/19

3) City Manager's Office: CMO LOG #: Oct. 44 Document received from: CCO

Assigned to: CHRIS LAGERBLOOM ☒ ROBERT HERNANDEZ ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: PER ACM: R. HERNANDEZ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to ☐ Mayor ☒ CCO Date: 10/14/19

4) Mayor/CRA Chairman: Please sign as indicated. Forward _____ originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Forward 3 originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards 3 originals to CCO

7) City Clerk: Scan original and forwards 3 originals to: L. Morton/TAM/Ext. 3764 for routing to BROWARD COUNTY

Attach 1 certified Reso # 19-197 ☐ YES ☐ NO

Original Route form to J. Larregui/CAO

Rev. 8/29/2019

FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT

BETWEEN

CITY OF FORT LAUDERDALE

and

BROWARD COUNTY

FOR

COMMUNITY SHUTTLE SERVICE

THIS IS THE FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT ("First Amendment") by and between **BROWARD COUNTY**, a political subdivision of the State of Florida ("COUNTY"), and the **CITY OF FORT LAUDERDALE**, a municipal corporation existing under the laws of the State of Florida ("CITY"). COUNTY and CITY are collectively referred to as the "Parties".

RECITALS

WHEREAS, the CITY and COUNTY entered into an Interlocal Agreement for Community Shuttle Service ("Agreement") dated October 23, 2019, with a term that commenced retroactive to October 1, 2019; and

WHEREAS, in accordance with the Agreement, CITY is responsible for providing Community Shuttle Service, within the jurisdictional boundaries of the City, that is funded by the COUNTY; and

WHEREAS, the Parties desire to amend the Interlocal Agreement to modify Exhibit "A" to include specific times and stops, and remove the wave and ride option, remove the advertisements, and remove the fares.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Exhibit "A" of the Interlocal Agreement is hereby modified as provided in the attached Amended Exhibit "A."

3. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the remainder of the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this First Amendment that is not contained in this written document or the Agreement.
4. In the event of any conflict or ambiguity by and between the terms and provisions of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control to the extent of any such conflict or ambiguity.
5. The terms and conditions of the Agreement shall remain in full force and effect, except as specifically amended by this First Amendment.
6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

ATTEST:

Jeffrey A. Modarelli, City Clerk

(CORPORATE SEAL)



CITY OF FORT LAUDERDALE

By
Dean J. Trantalis, Mayor

17 day of July, 2020

By
Christopher J. Lagerbloom, ICMA-CM
City Manager

15 day of July, 2020

Approved as to form:
Alain E. Boileau, City Attorney

Shari C. Wallen, Esq.
Assistant City Attorney

Handwritten text, mostly illegible due to fading and bleed-through. Some words like "the" and "and" are visible.

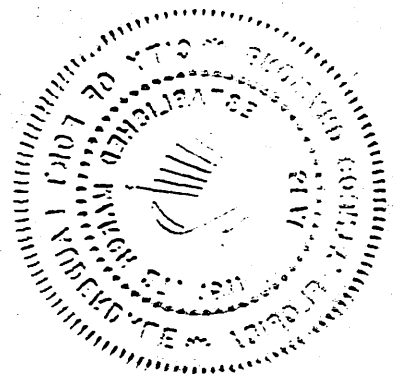
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Handwritten text, mostly illegible due to fading and bleed-through. Some words like "the" and "and" are visible.



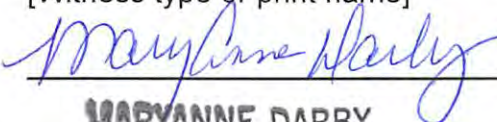
IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2020, and the CITY OF FORT LAUDERDALE, signing by and through its Mayor, duly authorized to execute same.

WITNESSES:



TAMARA BRANNON

[Witness type or print name]



MARYANNE DARBY

[Witness type or print name]




BROWARD COUNTY, by and through
its County Administrator

By  8/4/2020
Bertha Henry (Date)
County Administrator

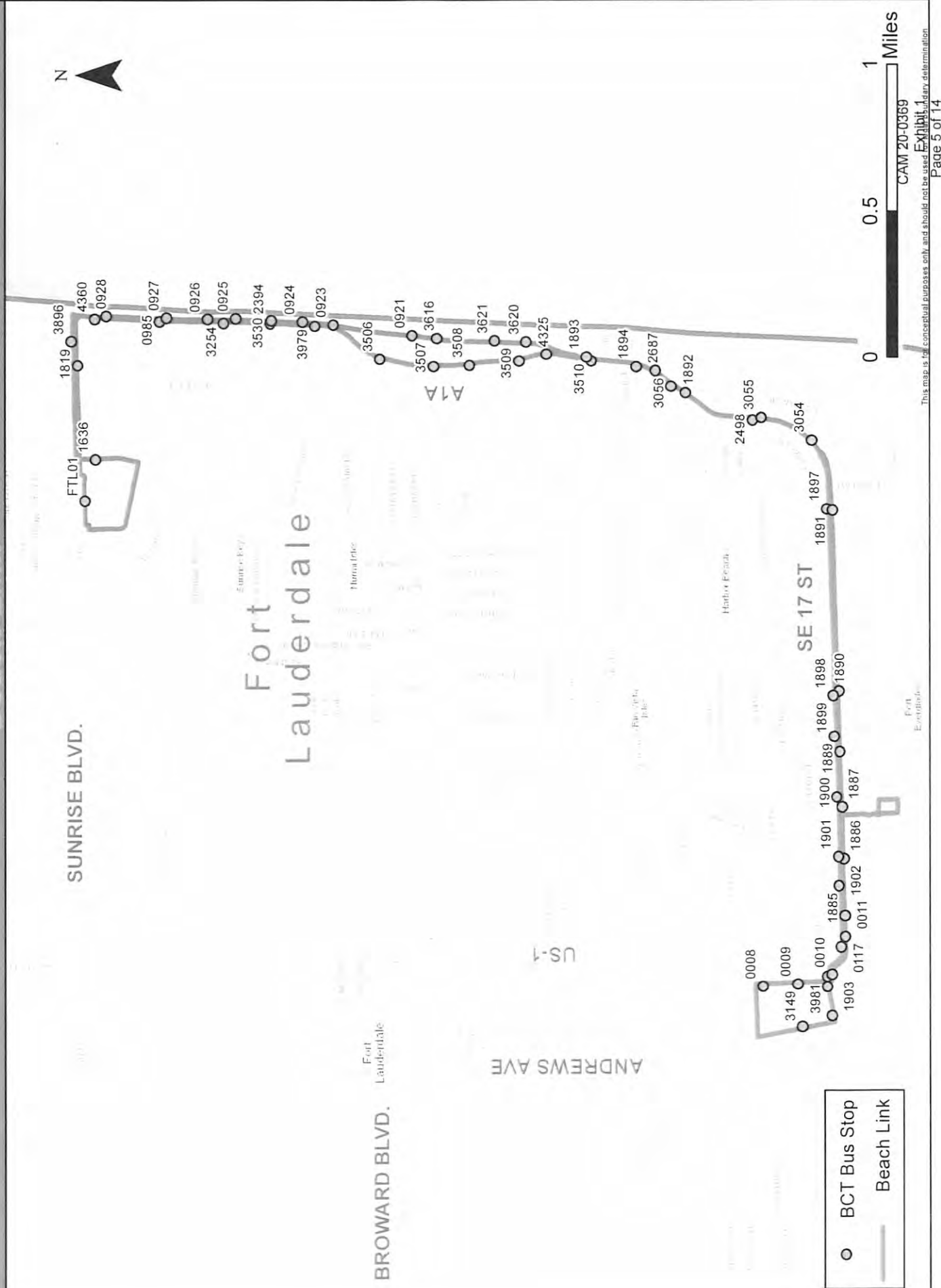
Approved as to form by:

Andrew J. Meyers
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By  7/31/2020
Angela J. Wallace (Date)
Transportation Surtax General Counsel

Amended Exhibit A
Service Schedules, Routes, and Maps

**Fort Lauderdale Community Shuttle
Beach Link**

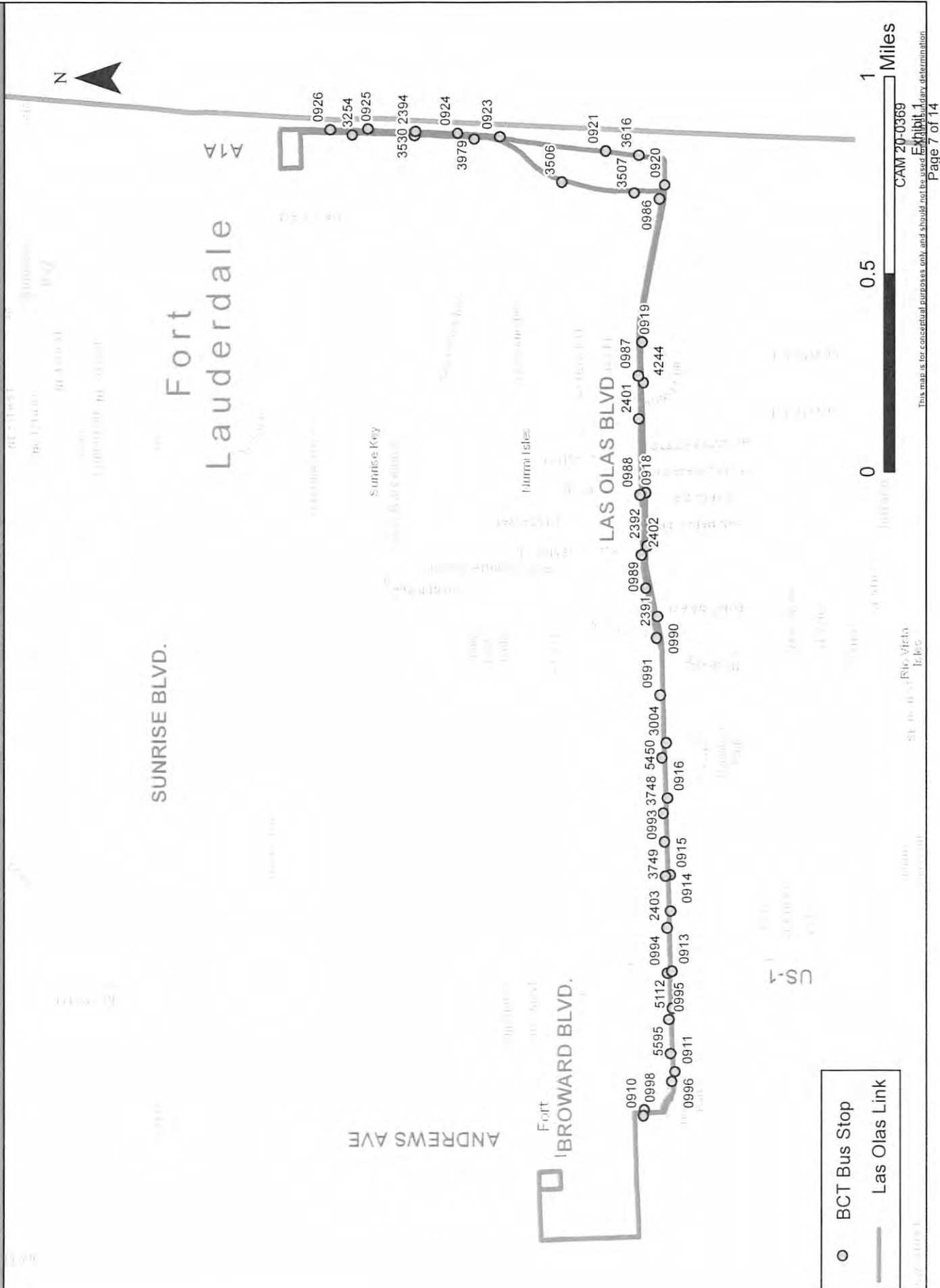


742/ CONVENTION CONNECTION (BEACH LINK)

Sunday - Saturday (10:30am-5:00pm)

| GALLERIA | BEACH PLACE & SEABREEZE BLVD SB | LAS OLAS BLVD & SR A1A | A1A & BAHIA MAR | SE 17 ST & EISENHOWER BLVD | BROWARD GENERAL HOSPITAL WEST | SE 18TH ST & CORDOVA RD - HARBOR SHOPPING | SE 17 ST & EISENHOWER BLVD | A1A & BAHIA MAR | BEACH PLACE & A1A FT LAUDERDALE | GALLERIA |
|----------|---------------------------------------|---------------------------|--------------------|----------------------------------|-------------------------------------|--|----------------------------------|--------------------|---------------------------------------|----------|
| | | | | | 10:30a | 10:35a | 10:43a | 10:48a | 10:50a | 11:02a |
| 10:30a | 10:41a | 10:43a | 10:45a | 10:53a | 10:57a | 11:02a | 11:10a | 11:15a | 11:17a | 11:29a |
| 10:55a | 11:06a | 11:08a | 11:10a | 11:18a | 11:22a | 11:27a | 11:35a | 11:40a | 11:43a | 11:55a |
| 11:20a | 11:31a | 11:33a | 11:35a | 11:43a | 11:48a | 11:59a | 12:07p | 12:12p | 12:15p | 12:27p |
| 11:45a | 11:57a | 11:59a | 12:01p | 12:09p | 12:14p | 12:25p | 12:33p | 12:37p | 12:40p | 12:52p |
| 12:10p | 12:22p | 12:24p | 12:26p | 12:34p | 12:38p | 12:45p | 12:53p | 12:57p | 1:00p | 1:12p |
| 12:35p | 12:48p | 12:50p | 12:52p | 1:00p | 1:04p | 1:11p | 1:19p | 1:23p | 1:26p | 1:38p |
| 1:00p | 1:13p | 1:15p | 1:17p | 1:25p | 1:29p | 1:36p | 1:44p | 1:48p | 1:51p | 2:03p |
| 1:25p | 1:38p | 1:40p | 1:42p | 1:50p | 1:54p | 2:01p | 2:09p | 2:13p | 2:16p | 2:28p |
| 1:50p | 2:03p | 2:05p | 2:07p | 2:15p | 2:21p | 2:28p | 2:36p | 2:40p | 2:43p | 2:55p |
| 2:15p | 2:22p | 2:24p | 2:26p | 2:34p | 2:40p | 2:47p | 2:55p | 2:59p | 3:02p | 3:14p |
| 2:40p | 2:47p | 2:49p | 2:51p | 2:59p | 3:05p | 3:12p | 3:20p | 3:24p | 3:27p | 3:39p |
| 3:05p | 3:12p | 3:14p | 3:16p | 3:24p | 3:32p | 3:39p | 3:47p | 3:51p | 3:54p | 4:06p |
| 3:30p | 3:36p | 3:38p | 3:40p | 3:48p | 3:56p | 4:03p | 4:11p | 4:15p | 4:18p | 4:30p |
| 3:55p | 4:01p | 4:03p | 4:05p | 4:13p | 4:21p | 4:28p | 4:36p | 4:40p | 4:43p | 4:55p |
| 4:19p | 4:25p | 4:27p | 4:29p | 4:37p | 4:45p | 4:52p | 5:00p | | | |
| 4:34p | 4:40p | 4:42p | 4:44p | 5:52p | 5:00p | | | | | |

Fort Lauderdale Community Shuttle Las Olas Link

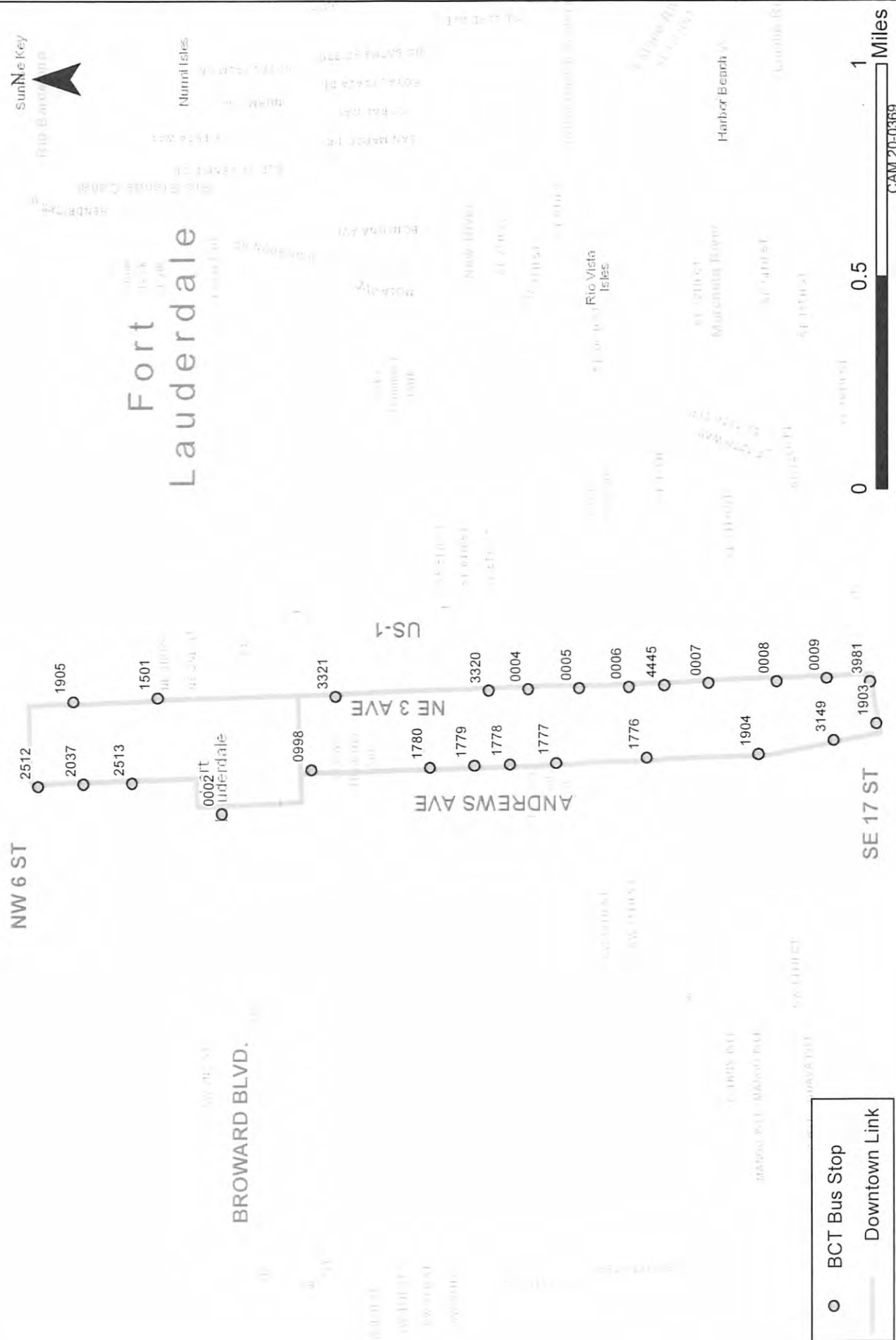


748/LAS OLAS LINK

Friday - Sunday (10:30am-5:00pm)

| BRIGHTLINE STATION | LAS OLAS B/SE 9 A | BEACH PLACE A1A FT LAUDERDALE | TERRAMAR ST & A1A | BEACH PLACE A1A FT. LAUDERDALE | LAS OLAS B/SE 9 A | BRIGHTLINE STATION |
|-----------------------|----------------------|-------------------------------------|----------------------|--------------------------------------|----------------------|-----------------------|
| | | 10:30a | 10:32a | 10:38a | 10:43a | 10:54a |
| 10:30a | 10:42a | 10:50a | 10:52a | 10:58a | 11:03a | 11:14a |
| 10:59a | 11:09a | 11:17a | 11:19a | 11:25a | 11:30a | 11:41a |
| 11:19a | 11:30a | 11:38a | 11:40a | 11:46a | 11:51a | 12:02p |
| 11:46a | 11:57a | 12:05p | 12:07p | 12:13p | 12:18p | 12:29p |
| 12:07p | 12:18p | 12:26p | 12:28p | 12:34p | 12:39p | 12:50p |
| 12:34p | 12:45p | 12:53p | 12:55p | 1:01p | 1:06p | 1:17p |
| 12:55p | 1:06p | 1:14p | 1:16p | 1:22p | 1:27p | 1:38p |
| 1:22p | 1:33p | 1:41p | 1:43p | 1:49p | 1:54p | 2:05p |
| 1:43p | 1:54p | 2:02p | 2:04p | 2:10p | 2:15p | 2:26p |
| 2:10p | 2:22p | 2:30p | 2:32p | 2:38p | 2:43p | 2:54p |
| 2:31p | 2:43p | 2:51p | 2:53p | 2:59p | 3:04p | 3:15p |
| 2:59p | 3:11p | 3:19p | 3:21p | 3:27p | 3:32p | 3:43p |
| 3:20p | 3:32p | 3:40p | 3:42p | 3:48p | 3:53p | 4:04p |
| 3:48p | 4:00p | 4:08p | 4:10p | 4:16p | 4:21p | 4:32p |
| 4:10p | 4:22p | 4:30p | 4:32p | 4:38p | 4:43p | 4:54p |
| 4:38p | 4:50p | 4:58p | 5:00p | | | |

**Fort Lauderdale Community Shuttle
Downtown Link**

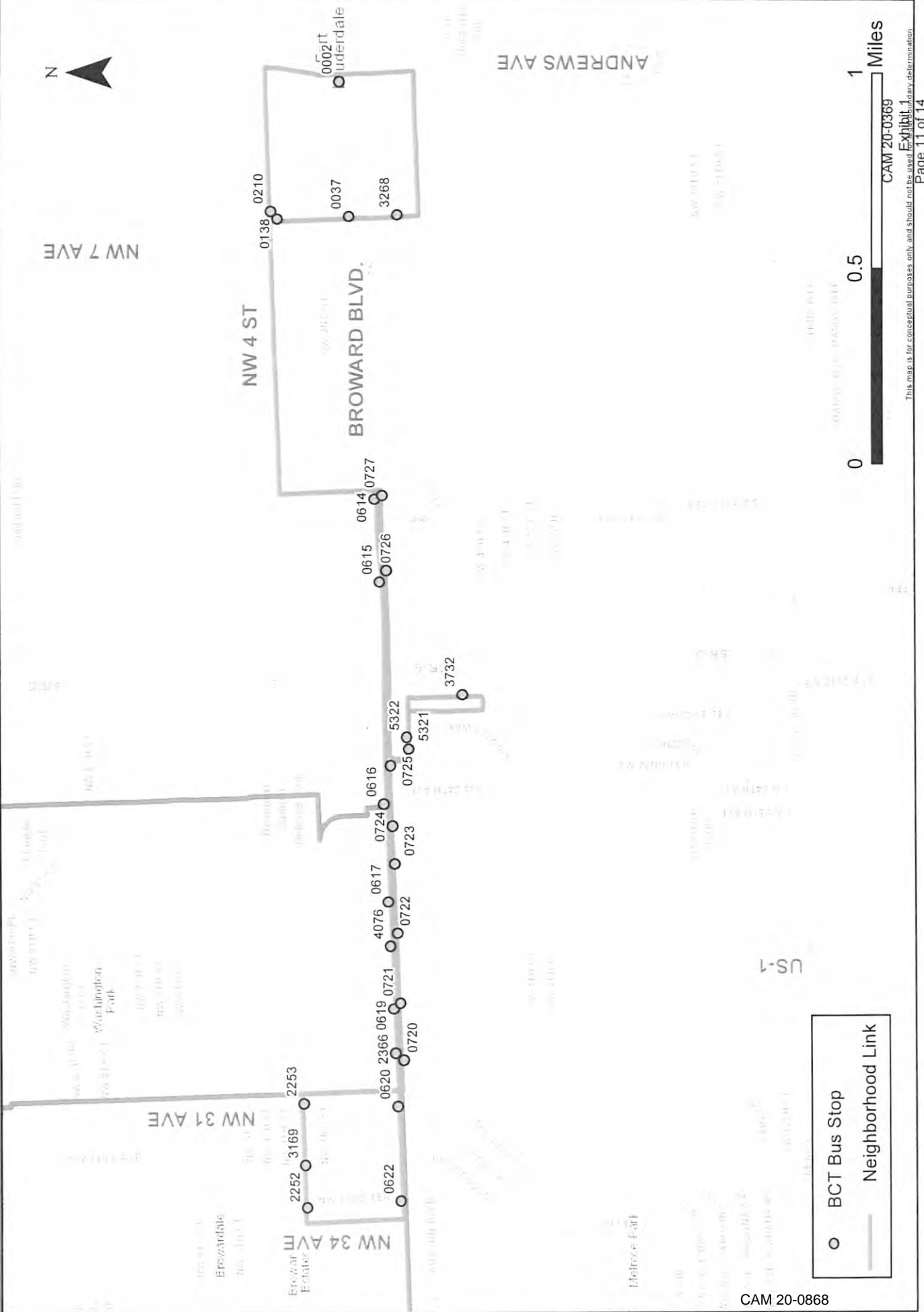


730/COURTHOUSE (DOWNTOWN LINK)

Monday - Friday (9:00am-5:00pm)

| BROWARD TERMINAL | FAU/BCC | COUNTY COURTHOUSE/ SCHOOL BOARD | DAVIE BOULEVARD EAST | BROWARD GENERAL HOSPITAL EAST SE 3 AVE | BROWARD GENERAL HOSPITAL WEST | DAVIE BOULEVARD WEST (ANDREWS & SW 11 CT) | PUBLIX/COURT HOUSE- ANDREWS & SE 6 STREET | 210 SOUTH ANDREWS AVE | BROWARD TERMINAL |
|---------------------|---------|---------------------------------------|----------------------------|---|-------------------------------------|---|--|--------------------------|---------------------|
| 9:00a | 9:07a | 9:12a | 9:15a | 9:20a | 9:24a | 9:28a | 9:31a | 9:35a | 9:45a |
| 9:30a | 9:36a | 9:40a | 9:42a | 9:46a | 9:49a | 9:52a | 9:54a | 9:58a | 10:08a |
| 9:50a | 9:54a | 9:58a | 10:00a | 10:04a | 10:07a | 10:10a | 10:12a | 10:16a | 10:26a |
| 10:10a | 10:14a | 10:18a | 10:20a | 10:24a | 10:27a | 10:30a | 10:32a | 10:36a | 10:46a |
| 10:30a | 10:34a | 10:38a | 10:40a | 10:44a | 10:47a | 10:50a | 10:52a | 10:56a | 11:06a |
| 10:50a | 10:54a | 10:58a | 11:00a | 11:04a | 11:07a | 11:10a | 11:12a | 11:16a | 11:26a |
| 11:10a | 11:14a | 11:18a | 11:20a | 11:24a | 11:27a | 11:30a | 11:32a | 11:36a | 11:46a |
| 11:30a | 11:34a | 11:38a | 11:40a | 11:44a | 11:47a | 11:50a | 11:52a | 11:56a | 12:06p |
| 11:50a | 11:54a | 11:58a | 12:00p | 12:04p | 12:07p | 12:10p | 12:12p | 12:16p | 12:26p |
| 12:10p | 12:14p | 12:18p | 12:20p | 12:24p | 12:27p | 12:30p | 12:32p | 12:36p | 12:46p |
| 12:30p | 12:34p | 12:38p | 12:40p | 12:44p | 12:47p | 12:50p | 12:52p | 12:56p | 1:06p |
| 12:50p | 12:54p | 12:58p | 1:00p | 1:04p | 1:07p | 1:10p | 1:12p | 1:16p | 1:26p |
| 1:10p | 1:14p | 1:18p | 1:20p | 1:24p | 1:27p | 1:30p | 1:32p | 1:36p | 1:46p |
| 1:30p | 1:34p | 1:38p | 1:40p | 1:44p | 1:47p | 1:50p | 1:52p | 1:56p | 2:06p |
| 1:50p | 1:54p | 1:58p | 2:00p | 2:04p | 2:07p | 2:10p | 2:12p | 2:16p | 2:26p |
| 2:10p | 2:14p | 2:18p | 2:20p | 2:24p | 2:27p | 2:30p | 2:32p | 2:36p | 2:46p |
| 2:30p | 2:34p | 2:38p | 2:40p | 2:44p | 2:47p | 2:50p | 2:52p | 2:56p | 3:06p |
| 2:50p | 2:54p | 2:58p | 3:00p | 3:04p | 3:07p | 3:10p | 3:12p | 3:16p | 3:26p |
| 3:10p | 3:14p | 3:18p | 3:20p | 3:24p | 3:27p | 3:30p | 3:32p | 3:36p | 3:46p |
| 3:30p | 3:34p | 3:38p | 3:40p | 3:44p | 3:47p | 3:50p | 3:52p | 3:56p | 4:06p |
| 3:50p | 3:54p | 3:58p | 4:00p | 4:04p | 4:07p | 4:10p | 4:12p | 4:16p | 4:26p |
| 4:10p | 4:14p | 4:18p | 4:20p | 4:24p | 4:27p | 4:30p | 4:33p | 4:38p | 4:52p |
| 4:30p | 4:37p | 4:42p | 4:45p | 4:50p | 4:54p | 4:58p | 5:00p | | |
| 4:52p | 4:59p | | | | | | | | |

Fort Lauderdale Community Shuttle Neighborhood Link



CAM 20-0868

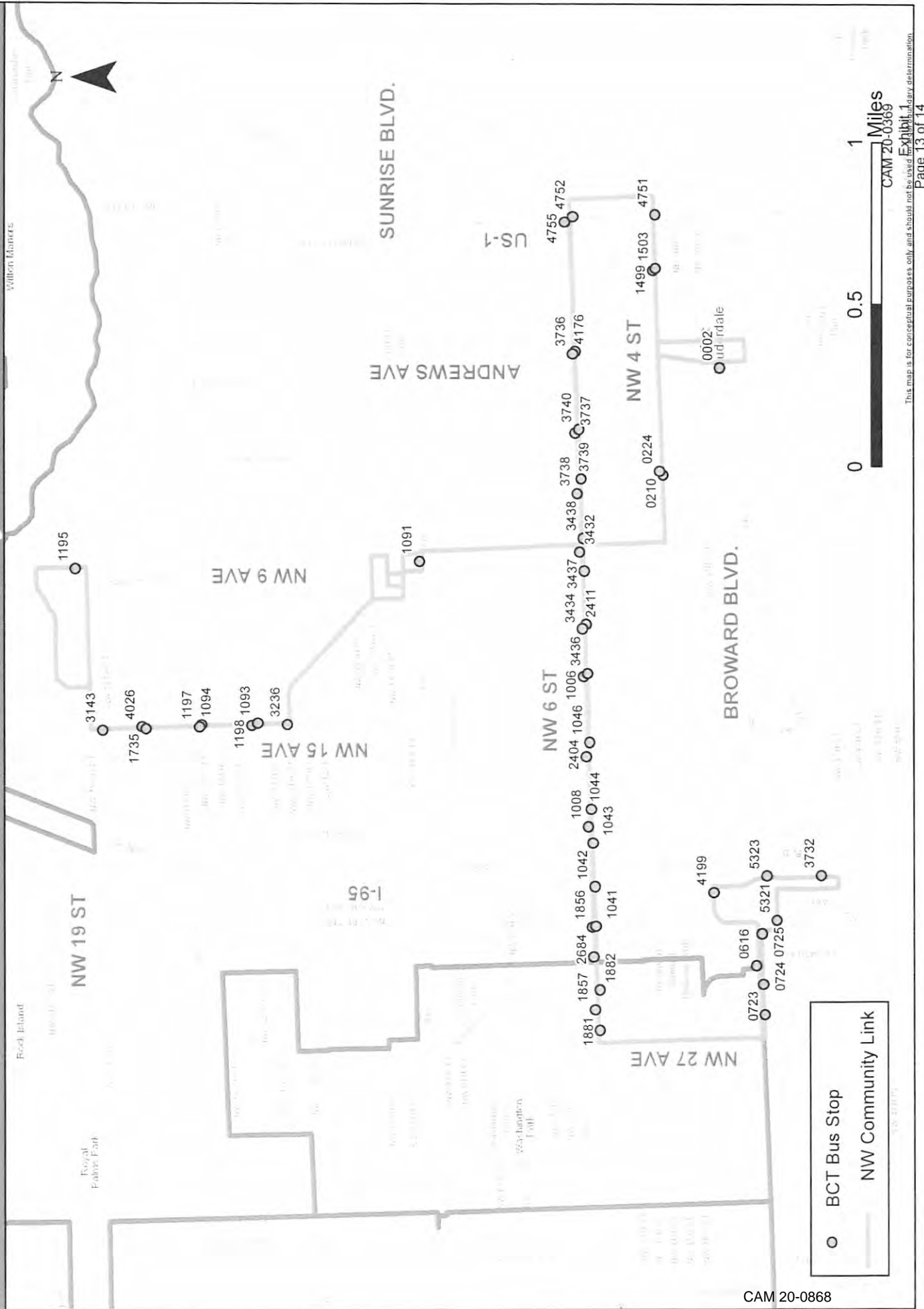
Exhibit 1

743/NEIGHBORHOOD LINK

Monday - Friday (8:00am - 1:10pm)

| BROWARD TERMINAL | NW 7th AVE - 4th ST | SALVATION ARMY | BROWARD BLVD & NW 27th AVE | COOPERATIVE FEEDING - NW 33rd TERRACE & BROWARD BLVD | WALMART - BROWARD BLVD & @ SE 27th AVE | FT LAUDERDALE TRI-RAIL STATION | BROWARD TERMINAL |
|---------------------|------------------------|-------------------|----------------------------------|---|---|---|---------------------|
| 8:00a | 8:07a | 8:11a | 8:15a | 8:18a | 8:26a | 8:29a | 8:42a |
| 8:44a | 8:51a | 8:55a | 8:59a | 9:02a | 9:10a | 9:13a | 9:26a |
| 9:30a | 9:37a | 9:41a | 9:45a | 9:48a | 9:56a | 9:59a | 10:12a |
| 10:16a | 10:23a | 10:27a | 10:31a | 10:34a | 10:42a | 10:45a | 10:58a |
| 11:04a | 11:11a | 11:15a | 11:22a | 11:26a | 11:31a | 11:34a | 11:48a |
| 11:50a | 11:56a | 12:00p | 12:07p | 12:11p | 12:16p | 12:19p | 12:33p |
| 12:37p | 12:43p | 12:47p | 12:54p | 12:58p | 1:03p | 1:10p | |

Fort Lauderdale Community Shuttle NW Community Link



CAM 20-0868

Exhibit 1

759/NW COMMUNITY LINK

Monday - Friday (6:20am-7:18pm)

| FT. LAUDERDALE TRI-RAIL STATION | AFRICAN AMERICAN RESEARCH LIBRARY | WINN DIXIE & FRESH MARKET | BROWARD TERMINAL ARRIVAL | BROWARD TERMINAL DEPARTURE | PRESIDENTE SUNRISE & POWERLINE | NW 20th ST & POWERLINE RD | PRESIDENTE SUNRISE & POWERLINE | BROWARD TERMINAL | WINN DIXIE & FRESH MARKET | AFRICAN AMERICAN RESEARCH LIBRARY | FT. LAUDERDALE TRI-RAIL STATION |
|---------------------------------|-----------------------------------|---------------------------|--------------------------|----------------------------|--------------------------------|---------------------------|--------------------------------|------------------|---------------------------|-----------------------------------|---------------------------------|
| | | | | 6:20a | 6:30a | 6:39a | 6:48a | 6:59a | 7:05a | 7:16a | 7:23a |
| 6:37a | 6:44a | 6:54a | 7:00a | 7:05a | 7:15a | 7:25a | 7:35a | 7:47a | 7:53a | 8:05a | 8:12a |
| 7:27a | 7:34a | 7:46a | 7:52a | 7:57a | 8:09a | 8:19a | 8:28a | 8:39a | 8:45a | 8:56a | 9:03a |
| 8:17a | 8:24a | 8:36a | 8:42a | 8:47a | 8:58a | 9:07a | 9:16a | 9:27a | 9:33a | 9:44a | 9:51a |
| 9:07a | 9:14a | 9:26a | 9:32a | 9:37a | 9:48a | 9:57a | 10:06a | 10:17a | 10:23a | 10:34a | 10:41a |
| 9:56a | 10:03a | 10:15a | 10:21a | 10:26a | 10:37a | 10:46a | 10:55a | 11:06a | 11:12a | 11:23a | 11:30a |
| 10:46a | 10:53a | 11:05a | 11:11a | 11:16a | 11:27a | 11:36a | 11:45a | 11:56a | 12:02p | 12:13p | 12:20p |
| 11:36a | 11:43a | 11:55a | 12:01p | 12:06p | 12:18p | 12:27p | 12:36p | 12:48p | 12:54p | 1:05p | 1:12p |
| 12:26p | 12:33p | 12:44p | 12:50p | 12:55p | 1:07p | 1:16p | 1:25p | 1:37p | 1:43p | 1:54p | 2:01p |
| 1:16p | 1:23p | 1:34p | 1:40p | 1:45p | 1:57p | 2:06p | 2:15p | 2:27p | 2:33p | 2:45p | 2:53p |
| 2:05p | 2:12p | 2:23p | 2:29p | 2:34p | 2:47p | 2:56p | 3:05p | 3:17p | 3:24p | 3:36p | 3:44p |
| 2:57p | 3:04p | 3:17p | 3:23p | 3:28p | 3:41p | 3:50p | 3:59p | 4:11p | 4:18p | 4:30p | 4:38p |
| 3:49p | 3:56p | 4:09p | 4:15p | 4:20p | 4:33p | 4:42p | 4:51p | 5:03p | 5:10p | 5:22p | 5:30p |
| 4:42p | 4:49p | 5:02p | 5:08p | 5:13p | 5:26p | 5:36p | 5:46p | 5:59p | 6:06p | 6:19p | 6:27p |
| 5:34p | 5:42p | 5:54p | 6:00p | 6:05p | 6:17p | 6:27p | 6:37p | 6:50p | 6:57p | 7:10p | 7:18p |



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

P3L
7/20/2020

Today's Date: 7/10/2020

DOCUMENT TITLE: BROWARD COUNTY – FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR COMMUNITY SHUTTLE SERVICE

COMM. MTG. DATE: 7/7/2020 CAM #: 20-0369 ITEM #: PH-8 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: J. Larregui/5106 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 3

Is attached Granicus document Final? ☒ YES ☐ NO

Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/14/2020

Shari C. Wallen
Attorney's Name

scw/SL
Initials

2) City Clerk's Office: # of originals: 3 Routed to: MJ Matthews/CMO/X5364 Date: 7/15/2020

3) City Manager's Office: CMO LOG #: Jul 42 Document received from: _____

Assigned to: CHRIS LAGERBLOOM ☐ ROBERT HERNANDEZ ☐ TARLESHA SMITH ☐
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER DCM: R. HERNANDEZ (Initial/Date) PER ACM: T. Smith (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 3 originals to ☒ Mayor ☐ CCO Date: 7/15/20

4) Mayor/CRA Chairman: Please sign as indicated. Forward 3 originals to CCO for attestation/City seal (as applicable) Date: 7/17/2020

5) City Clerk: Forward 3 originals to CAO for FINAL APPROVAL Date: _____

6) CAO forwards 3 originals to CCO

7) City Clerk: Scan original and forwards 3 originals to: Lisa Marie Glover/TAM/Ext. 4698 for routing to **BROWARD COUNTY**

Attach ___ certified Reso # _____ ☐ YES ☒ NO

Original Route form to J. Larregui/CAO

EXHIBIT “L”
MAINTENANCE

Definition of "Maintenance" in the Agreement between the City of Fort Lauderdale and Limousines of South Florida, Inc. will be defined as follows:

The word "Maintenance" in this Agreement shall be synonymous with the term "Preventive Maintenance" which is defined as maintenance regularly scheduled in accordance with the manufacturer's owner's manual and performed on scheduled mileage intervals. These preventative maintenance standards are defined in the manufacturer's standard preventive maintenance manual to lessen the likelihood of isolated or total failure. These actions are performed when the vehicle, and its parts, are in working condition so that the vehicle does not breakdown unexpectedly. Preventive maintenance actions are scheduled on a time and/or mileage basis.

The term "Unplanned Maintenance" shall be considered as a "Repair" and defined as any repairs that occur unexpectedly or when there is no formal strategy in place to address the repair, replacement or inspection before it is needed. This is commonly the result of equipment failure that was not anticipated. Limousines of South Florida, Inc. agrees to comply with the preventive maintenance plan listed in Part 1 and Part 2 and will be responsible for the scheduling, completion and documentation of all "Preventive Maintenance" in accordance with the manufacturer's recommended specifications. In addition, Limousines of South Florida will conduct daily routine inspections as outlined in Part 3.

The cost associated with of all "repairs" as defined in this Agreement will be the responsibility of the City of Fort Lauderdale given that Limousine of South Florida has:

- 1) completed all preventative maintenance as identified in Part 1 and Part 2 and suggested by the manufacturer's recommendations and
- 2) that Limousine of South Florida completed routine inspections per Part 2 and was not negligent to act on any deficiencies identified during the inspections or
- 3) any repairs required as a result of driver negligence or lack of care. The City of Fort Lauderdale will have the option to have the repairs performed in accordance with the Contractor's recommendation.

Part 1: Preventative Maintenance Service Types

| Service Type | Service Interval | Service Items |
|---|------------------|--|
| 'A' Service | 6,000 Miles | Lube, Oil and Filter Change Under Hood/Engine Compartment Inspection Interior Inspection Exterior Inspection Brake Inspection Lift Inspection & Service |
| "B" Service | 12,000 Miles* | Transmission Service – Fluid and Filter Change |
| 'C' Service | 100,000 Miles* | Vehicle Tune-Up Differential Service – Fluid Change |
| * "B" and "C" Services are performed in addition to and during an "A" Service | | |

| PREVENTIVE MAINTENANCE INSPECTION REPORT | | | | Agency _____ Address _____ City _____ State _____ Zip _____ | | | | | | | | | | |
|---|---|--------------------|---|--|---|---|---|---|----------------------------|--|-------------|---|---|--|
| Bus ID #: _____ | | Date: _____ | | Miles: _____ | | | | | | | | | | |
| Inspector's Signature _____ | | Printed Name _____ | | Employee # _____ | | | | | | | | | | |
| Inspection Type: <input type="checkbox"/> A Inspection <input type="checkbox"/> I Inspection <input type="checkbox"/> C Inspection | | | | | | | | | | | | | | |
| Condition Indicators: <input checked="" type="checkbox"/> = Okay <input checked="" type="checkbox"/> X = Item was repaired or adjusted <input type="checkbox"/> O = Follow up required N/A = Not Applicable | | | | | | | | | | | | | | |
| # | Interior | A | B | C | Exterior (cont.) | A | B | C | # | Chassis/Drive Line (cont.) | A | B | C | |
| 1 | Passenger Door/Check Operation of All Interlocks and/or Starter Interrupt | | | | 36 Check Operation of All Lights | | | | 71 | Air Tank Mounting/Lines & Valves | | | | |
| 2 | Stander Line & Warning | | | | 37 Condenser Fan Operation | | | | 72 | Check Exhaust System for Mounting/Leaks/Restriction | | | | |
| 3 | Flooring/ Steps/All Interior Panels | | | | 38 All Access Doors/Engine Cover & Latch Operation | | | | 73 | Underbody/Mounts & Frame | | | | |
| 4 | Wheelchair Belts/Floor Anchors | | | | 39 Tire Damage & Wear | | | | 74 | Fuel Tank Mounting & Fuel Leaks | | | | |
| 5 | Passenger Seat Condition/ Foldaway Seat Operation | | | | 40 Check Wheels/Lug Nuts/Valve Stems | | | | Wheel Chair Lift | | | | | |
| 6 | Passenger Seat Belts | | | | 41 Fuel Cap and Door | | | | 75 | Lift Manufacturer Tag/Month and year of Manufacture/ State of FL Certificate | | | | |
| 7 | Stanchions & Hand Rails | | | | 42 Leveling | | | | 76 | Check Lift Wiring for Routing/ Chafing & Loose Connections | | | | |
| 8 | Roof Hatches/Operation | | | | Engine Compartment | | | | 77 | Check Lift for Damage/ Inspect Lift Anchor Bolts | | | | |
| 9 | Emergency Door and Window Operation | | | | 43 Clean Batteries and Terminal Ends/Check Electrolyte Level | | | | 78 | Cycle Lift - Check all Safety Systems Including Barriers | | | | |
| 10 | Fire Extinguisher/First Aid Kit Emergency Triangles/Spill Kit | | | | 44 Check Battery/Hold Downs/Cables/Ground Straps | | | | 79 | Record Lift Cycle Count | | | | |
| 11 | Fire Suppression System | | | | 45 Record Voltage Output _____ V | | | | 80 | Check for Hydraulic Leaks/ Level | | | | |
| 12 | Interior Lights | | | | 46 Check Belts/Tensioners & Hoses/ Air Compressor Mounting | | | | 81 | Clean, Lubricate and Adjust Lift As Needed | | | | |
| 13 | Vehicle Registration/Plates | | | | 47 Check All Fluids | | | | Brake Inspection | | | | | |
| Drivers Compartment | | | | | 48 Inspect for Leaks | | | | 82 | Brake Foundation/ Lines/Rotors/Drums | | | | |
| 14 | Brake & Accelerator Pedals | | | | 49 Test Anti-Freeze Protection | | | | 83 | L/Front % Worn: | | | | |
| 15 | Drivers Seat & Belt | | | | 50 Check Radiator Core/Mounts | | | | 84 | R/Front % Worn: | | | | |
| 16 | Horn Operation | | | | 51 Check Wiring for Routing/Chafing & Loose Connections | | | | 85 | L/Rear % Worn: | | | | |
| 17 | Service Brake Operation | | | | 52 Check Engine Mounts | | | | 86 | R/Rear % Worn: | | | | |
| 18 | Ignition System (Start Engine) | | | | 53 Replace Engine Oil & Filter | | | | Tire Tread Depth/Inflation | | | | | |
| 19 | Check All Gauges/Switches | | | | 54 Check Air Filter | | | | 87 | L/Front /32 | | | | |
| 20 | Check Fast Idle | | | | 55 Check Fuel Filter | | | | 88 | R/Front /32 | | | | |
| 21 | Check Air Sylem Pressures/Perform Leak Down Test | | | | 56 Check/Clean A/C Filters & Cores/Lines for Routing/Chafing | | | | 89 | R/R Inside /32 | | | | |
| 22 | Shift Lever Operation | | | | 57 A/C Compressor Mounting/Clutch | | | | 90 | R/R Outside /32 | | | | |
| 23 | Parking Brake Operation | | | | 58 A/C Pressure Check | | | | 91 | L/R Inside /32 | | | | |
| 24 | Back-Up Alarm | | | | Chassis/Drive Line | | | | 92 | L/R Outside /32 | | | | |
| 25 | Driver's & Panel Lamps | | | | 59 Shocks/Springs/MOR/tyde | | | | 93 | L/Front PSI | | | | |
| 26 | Interior Mirrors/Sun Visor | | | | 60 Torque Rods | | | | 94 | R/Front PSI | | | | |
| 27 | Windshield Wipers & Washers | | | | 61 Check Ball Joints | | | | 95 | R/R Inside PSI | | | | |
| 28 | Climate Control System/Fans | | | | 62 Steering Gear/Linkage & Arms | | | | 96 | R/R Outside PSI | | | | |
| 29 | Fare Collection System | | | | 63 Steering Shaft & Freeplay | | | | 97 | L/R Inside PSI | | | | |
| 30 | Cleanliness | | | | 64 Lube Chassis | | | | 98 | L/R Outside PSI | | | | |
| Exterior | | | | | 65 Check Drive Shaft & U-Joints | | | | Test Drive | | | | | |
| 31 | Check for Damage /Corrosion/Bumpers & Mounts/Decals | | | | 66 Check Differential Oil Level/Clean Breather/Check Axle Seals | | | | 99 | Check Engine Performance | | | | |
| 32 | Condition of All Glass | | | | 67 Drain & Refill Differential | | | | 100 | Check Shift Points | | | | |
| 33 | Wiper Blades & Arms | | | | 68 Replace Transmission Fluid/Filler | | | | 101 | Steering | | | | |
| 34 | Exterior Mirrors | | | | 69 Check Front Wheel Bearings | | | | 102 | Suspension | | | | |
| 35 | Check Light Lenses & Reflectors | | | | 70 Check Brakes (Pull Wheels) | | | | 103 | Brakes | | | | |
| | | | | | | | | | | 104 | Speedometer | | | |
| Notes | | | | | | | | | | | | | | |

v071117

Part 3: Daily Vehicle Inspection Sheet



DAILY VEHICLE INSPECTION REPORT

| | | | |
|-------|----------|--------|-------|
| Date: | Vehicle: | Route: | Name: |
|-------|----------|--------|-------|



Satisfactory (OK)



Requires Repair (RR)

Beginning Mileage

Ending Mileage

| OUTSIDE INSPECTION ITEM | (✓/X) | INSIDE INSPECTION ITEM | (✓/X) | INSPECTION ITEM | (✓/X) |
|----------------------------|-------|---------------------------|-------|--|-------|
| Fluid Leaks | | Backup Alarm | | Brake System | |
| Tire Condition Front | | Speedometer | | Low Air Warning | |
| Tire Condition Rear | | Air Pressure Gauge | | Parking Brake Engages | |
| Rims/Lug Nuts | | Steering Mechanism | | Parking Brake Hold | |
| Headlights | | Horn | | Door Interlocks | |
| High Beams | | Driver's Seat/Belt | | | |
| Outside Compartment Closed | | Passenger Seats | | | |
| License Plate Light | | Heat/AC | | Post Trip Inspection | |
| Turn Signals | | Two-Way Radio | | Turn Off A/C - Heat | |
| 4-Ways | | First Aid Kit | | Turn Off 4-Ways | |
| Brake Lights | | Emergency Triangles | | Turn Off Interior Lights | |
| Windshield | | Accident Packet | | Turn Off Engine | |
| Mirrors | | Insurance/Registration | | Close Windows | |
| Windows | | Clean Interior | | Close Overhead Vents | |
| Clean Exterior | | Interior Lights | | Close Doors | |
| Passenger Doors | | Fire Extinguisher | | | |
| Destination Sign | | Hand Rails | | | |
| Wipers/Washers | | Emergency Exit/Hatch | | Check Below What Applies: | |
| Fuel Cap/Fuel Door | | Wheelchair Ramp/Lift | | FUEL: FULL <input type="checkbox"/> ¾ <input type="checkbox"/> ½ <input type="checkbox"/> ¼ <input type="checkbox"/> | |
| Bike Rack | | Wheelchair Tie Down | | OIL: FULL <input type="checkbox"/> ADD <input type="checkbox"/> | |
| | | | | COOLANT: FULL <input type="checkbox"/> ADD <input type="checkbox"/> | |
| | | | | DISPATCHER INITIAL | |
| | | | | X | |

Comments:

Body Damage Record: Circle damage on diagram



Operator Signature: _____

Above Identified Defects Corrected

Reviewing Mechanic's Signature: _____

Date: _____

Review By: Maintenance Supervisor: _____

Date: _____

Comments: _____

Dispatcher Signature: _____

WHITE COPY: DISPATCH

YELLOW COPY: MAINTENANCE

PINK COPY: VEHICLE

MASTER AGREEMENT

APPROVED RESOLUTION 2019-032

A RESOLUTION OF THE CITY COMMISSION OF LAUDERDALE LAKES, FLORIDA, AWARDING THE CONTRACT NO.: 19-3410-04R TO LIMOUSINES OF SOUTH FLORIDA, INC., AND AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, A CONTRACT THEREFORE, FOR THE PURPOSE OF PROVIDING MANAGEMENT OF OPERATIONS AND MAINTENANCE OF THE PUBLIC TRANSPORTATION SERVICE IN SUPPORT OF THE COMMUNITY BUS PROGRAM FOR A RATE FIXED AT FORTY-FOUR AND NO/100 (\$44) DOLLARS PER HOUR, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A, AND A FACSIMILE COPY OF WHICH CAN BE INSPECTED IN THE OFFICE OF THE CITY CLERK; PROVIDING FOR THE ADOPTION OF RECITALS; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lauderdale Lakes ("City") solicited professional transportation management services for the City's Community Bus Services by and through that certain competitive procurement described as Request for Proposal No.: 19-3410-04R, Community Bus Services ("Solicitation");

WHEREAS, the Solicitation was done through the City's electronic bid system, Demandstar.com, from December 7, 2018, until January 18, 2019 and was further advertised in the Sun Sentinel, a local newspaper of general circulation, from December 7, 2018, until December 21, 2018;

WHEREAS, as a result of its advertisement, the Solicitation was provided to three hundred sixty-five (365) prospective vendors, of which twelve (12) downloaded the solicitation package;

WHEREAS, the Solicitation was closed on January 18, 2019, at 3:00 PM, and the City received proposals from the following two (2) prospective vendors – Limousines of South Florida, Inc. and Maruti Fleet and Management, LLC (collectively "Proposers");

WHEREAS, on January 30, 2019, a City's Evaluation Committee, comprised of three (3) members, convened to evaluate the responses to the Solicitation. The evaluation consisted of each Evaluation Committee member independently reviewing and scoring each Proposer's proposal;

WHEREAS, after a thorough review, City Staff recommends that the City award RFP No.: 19-3410-04R, Community Bus Services, to Limousines of South Florida, Inc., as the lowest responsible and responsive proposer, for a contract providing the solicited services at a rate fixed at forty-four and No/100 (\$44.00) dollars per hour ("Contract");

WHEREAS, in accordance the Solicitation, the Contract will be effective beginning on May 1, 2019, for a two (2) year term with an option to renew for an additional one (1) year term for up to three (3) years; and

WHEREAS, the City's Community Bus Services is partially funded by Broward County; and on February 12, 2019, the City Commission has considered and approved on first reading Ordinance No. 2019-02, which amends the City's FY 2019 budget and is intended to support the appropriation for the Solicitation and the Community Bus Services for the remainder of the fiscal year.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES, as follows:

SECTION 1. ADOPTION OF RECITALS: The foregoing RECITALS are hereby ratified and confirmed as being true, and the same are hereby incorporated by reference and made part of this Resolution.

SECTION 2. AWARD AND AUTHORITY: The City Commission of the City of Lauderdale Lakes hereby awards the RFP No.: 19-3410-04R, Community Bus Services, to Limousines of South Florida, Inc. and further authorizes the City Manager and City Clerk to execute and attest, respectively, a contract therefore for a rate fixed at forty-four and no/100 (\$44.00) dollars per hour, a proposed contract of which is attached as **Exhibit A**, and a facsimile copy of which can be inspected in the office of the City Clerk.

SECTION 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one (1) to be maintained by the City, with one (1) to be delivered to Limousines of South Florida, Inc., and with one (1) to be directed to the Office of City Attorney.

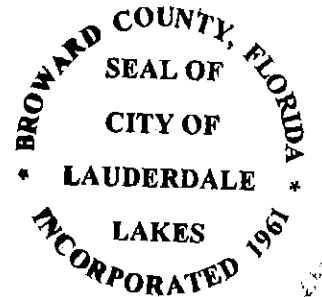
SECTION 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

ADOPTED BY THE CITY COMMISSION OF THE CITY OF LAUDERDALE LAKES AT ITS REGULAR MEETING HELD MARCH 26, 2019.


HAZELLE ROGERS, MAYOR

ATTEST:


SHARON HOUSLIN, CMC, CITY CLERK



Sponsored by: Asheley Hepburn, MPA, SSGBC/Financial Services Manager – Administration
SCC/jt

VOTE:

| | |
|--|--|
| Mayor Hazelle Rogers | <u>X</u> (For) ____ (Against) ____ (Other) |
| Vice-Mayor Sandra Davey | <u>X</u> (For) ____ (Against) ____ (Other) |
| Commissioner Marilyn Davis | <u>X</u> (For) ____ (Against) ____ (Other) |
| Commissioner Veronica Edwards Phillips | <u>X</u> (For) ____ (Against) ____ (Other) |
| Commissioner Beverly Williams | <u>X</u> (For) ____ (Against) ____ (Other) |



**CITY OF LAUDERDALE LAKES
4300 N.W. 36TH STREET
LAUDERDALE LAKES, FLORIDA, 33319-5599
TEL (954) 535-2828
FAX (954) 535-1892**

**CONTRACT #19-3410-04R
COMMUNITY BUS SERVICE**

This Contract is made as of the 26th day of March, 2019 by and between THE CITY OF LAUDERDALE LAKES, a municipal corporation existing under the laws of the State of Florida ("CITY"), and LIMOUSINES OF SOUTH FLORIDA INC., a corporation authorized to do business in the State of Florida, ("CONTRACTOR"), whose Federal I.D. Number is 59-2564092.

WHEREAS, the City of Lauderdale Lakes solicited proposals from qualified firms to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes, and;

WHEREAS, at its meeting of March 26, 2019, by Resolution #2019-032, the CITY Commission authorized the proper CITY officials to execute this Contract hereinafter referred to as "Contract #19-3410-04R and;

WHEREAS, the CONTRACTOR is willing and able to perform the work of Community Bus Services for the compensation and on the terms, conditions and specifications hereinafter set forth.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, do agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide transportation services as more specifically set in the Scope of Services detailed in Exhibit "A" attached hereto and made part hereof.

The CITY's Representative/Liaison during the performance of this Contract shall be Ericka Lockett telephone (954) 535-2808.

ARTICLE 2 - TERM

The initial term is two (2) year, beginning May 1, 2019, and ending April 30, 2021, unless sooner terminated or later extended or renewed, in accordance with the other terms and conditions set forth herein. At the CITY's sole option, the Term may be renewed for three (3) additional years, such option to be exercised on a year-to-year basis, in the absolute discretion of the CITY. In the event of an exercise of the option(s) to renew, the terms and conditions set forth herein, exclusive of the rights set forth in this specific subsection, shall apply equally to such renewed Term. The CITY may provide a minimum of ten (10) calendar days notice before the end of any effective Term, of its intent to renew the Term.

Extension of Contract:

The CITY reserves the right to automatically extend the Contract for up to ninety (90) calendar days beyond the stated Contract term, under the same terms and conditions of said Contract. The CITY shall notify the CONTRACTOR in writing of such extensions. Additional extensions over the first ninety (90) day extension may occur, if the CITY and the CONTRACTOR are in mutual agreement of such extensions.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the CITY under this Contract for all services and materials shall be priced using the pricing structure according to Exhibit "B", Schedule of Professional Fees. Such payment shall be made within thirty (30) days from the last day of each respective month in which CONTRACTOR has performed the Services and issued an invoice to the CITY's Accounts Payable Department.
- B. CONTRACTOR, as appropriate, shall invoice the CITY for the work performed under this Contract. Invoices received from the CONTRACTOR pursuant to this Contract shall be reviewed and approved by the CITY's Representative. If there is no objection to the invoice, the CITY shall pay the full invoice amount within thirty (30) days of the CITY's receipt of the invoice. If there is a dispute as to the invoiced amount, the CITY shall notify the CONTRACTOR of the dispute within fifteen (15) days of the CITY's receipt of the invoice. The CITY shall pay the CONTRACTOR the undisputed invoiced amount within thirty (30) days of its receipt of the invoice. The disputed amount of the invoice shall not be paid by the CITY until a resolution has been reached between the CITY and the CONTRACTOR as to the disputed portions of the invoice.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. The final invoice certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, and any other further charges if not properly included on this invoice are waived by the CONTRACTOR.

Approval by the CITY shall not constitute nor be deemed a release of the responsibility and liability of the CONTRACTOR, his employees, sub-contractors, agents and Contractors for the accuracy and competency of their designs, working drawings, and specifications or other documents and works; nor shall such approval be deemed to be an assumption of such responsibility by the CITY for a defect or omission in designs, working drawings, and specifications or other documents prepared by the CONTRACTOR, his employees, sub-contractors, agents and Contractors.

- D. Appropriations: Payment under this Contract is subject to annual appropriations of the governing body. The CITY will immediately notify the CONTRACTOR to stop work if funds are not appropriated and will pay CONTRACTOR for all work performed up to the time of the stop work notice.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, overhead charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

Said rates and cost shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates. The CITY shall exercise its rights under this Article 4 within one (1) year following the rendering of the final invoice. Said date shall be extended if the Contract is renewed.

ARTICLE 5 - TERMINATION

This Contract may be cancelled by the CONTRACTOR upon ninety (90) days prior written notice to the CITY's representative in the event of substantial failure by the CITY to perform in accordance with this Contract through no fault of the CONTRACTOR. The Contract may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written Termination Notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY's satisfaction through the date of termination. In the event the CITY elects to terminate this Contract without cause, however, the CITY shall pay the CONTRACTOR a termination fee of One Hundred Dollars (\$100) upon compliance with A through D of this Article 5. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local laws to perform such services.

Any changes or substitutions in the CONTRACTOR's key personnel, as may be listed in Exhibit "B", must be made known to the CITY's Representative and written approval must be granted by the CITY's Representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and to inspect all facilities of any sub-Contractors in order to make a determination as to the capability of the sub-Contractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek local vendors for participation in subcontracting opportunities. If the CONTRACTOR uses any sub-Contractors on this project the following provisions of this Article shall apply:

If a sub-Contractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-Contractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new sub-Contractor by the CITY. The substitution of a sub-Contractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The CONTRACTOR, its sub-Contractors, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the sub-Contractor for work to be performed for the CITY the CONTRACTOR must incorporate the terms of this Contract.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes.

The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 9 – INSURANCE

- A. The CONTRACTOR shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONTRACTOR shall furnish Certificates of Insurance to the CITY's Representative prior to the commencement of operations. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S Representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.
- C. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone directly employed by or contracting with the CONTRACTOR.
- D. The CONTRACTOR shall maintain, during the life of this Contract, Comprehensive Automobile Liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use or maintenance of owned and non owned automobiles, including rented automobiles whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR.
- E. The CONTRACTOR shall maintain, during the life of this Contract, adequate Workers' Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees per Florida Statute 440.02.
- F. It shall be the responsibility of the CONTRACTOR to insure that all sub-Contractors comply with the same insurance requirements referenced above.
- G. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligation under this section or under any other section if this Section or under any other section of the Contract.
- H. CONTRACTOR shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the period of performance for any contractual agreement(s) resulting from this solicitation. If insurance certificates are scheduled to expire during the term hereof, the CONTRACTOR shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the term hereof, the CITY shall suspend the Contract until such time as the new or renewed certificates are

received by the CITY in a manner prescribed in this Section; provided however, that this suspension period does not exceed thirty (30) days, the CITY may at its sole discretion, terminate the Contract and seek re-purchasing charges from the CONTRACTOR.

- I. In the judgment of the CITY, prevailing conditions warrant the provision by CONTRACTOR of additional liability insurance coverage or coverage which is different in kind, the CITY reserves the right to require the provision by CONTRACTOR of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should the CONTRACTOR fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the CITY's written notice, the CITY, at its sole option, may terminate the Contract upon written notice to the CONTRACTOR, said termination taking effect on the date that the required change in policy coverage would otherwise take effect.
- J. All insurance, other than Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY of Lauderdale Lakes as "Additional Insured" and shall unequivocally provide thirty (30) days written notice to the CITY prior to any adverse changes, cancellation or non-renewal of coverage thereunder.

ARTICLE 10 - INDEMNIFICATION

The CONTRACTOR shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR, and other persons employed or utilized by CONTRACTOR in the performance of this Contract.

The parties agree that 1% of the total compensation paid to the CONTRACTOR for performance of this Contract shall represent the specific consideration for the CONTRACTOR's indemnification of the Owner. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The CONTRACTOR, without exemption, shall indemnify and hold harmless the CITY, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the CONTRACTOR. Further, if such a claim is made, or is pending, the CONTRACTOR may, at its option and expense, procure for the CITY the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the CITY agrees to return the article on request to the CONTRACTOR and receive reimbursement. If the CONTRACTOR used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

It is further the specific intent of the parties that all of the Contract Documents on this Project are hereby amended to include the foregoing indemnification and the "Specific Consideration" thereof.

ARTICLE 11- SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above noted, neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract. Nothing herein shall be construed as creating any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 12 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. The venue of all actions in State or Federal Court relating to this Contract will be held in Broward County, Florida. No remedy herein

conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law or in equity. No single or partial exercise by any part of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 13 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, in the CITY, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having such interest shall be employed in the performance hereof.

The CONTRACTOR shall promptly notify the CITY's Representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR undertakes and request an opinion of the CITY, whether or not such association, interest or circumstances will in the CITY's opinion constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within 30 days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstances would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 14 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises as a result of a "Force Majeure." Force Majeure shall mean any delay occasioned by superior or irresistible force occasioned by violence in nature without the interference of human agency such as hurricanes, tornados, flood and total loss caused by fire and other similar unavoidable casualties, changes in federal, state or local laws, ordinances, codes or regulations, enacted after the date of this Agreement and having a substantial impact on the project, or other causes beyond the CONTRACTOR's control or by any other such causes which the CONTRACTOR and the CITY Commission decide in writing justify the delay. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally impact on the bidding process shall not be considered a Force Majeure.

ARTICLE 15- PLEDGE OF CREDIT, ARREARS

The CONTRACTOR shall not pledge the CITY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CITY and the CONTRACTOR shall comply with provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, contracts, representations and warranties made herein, or otherwise made in writing by any party hereto including, but not limited to, representations herein related to the disclosure or ownership of documents, shall survive this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 17 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR and all employees and/or agents of the CONTRACTOR are, and shall be, in the performance of all work services and activities under this Contract, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONTRACTOR shall be responsible to the CITY for all work or services performed by the Contractor or any person or entity on the CONTRACTOR's behalf, in fulfillment of this Contract.

ARTICLE 18 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than it's bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon resulting from the Award or making of this Contract.

ARTICLE 19 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 20 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

ARTICLE 21 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, expenses and court costs, including appellate fees incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY's Representative on an annual basis.

ARTICLE 23 – AUTHORITY FOR PIGGYBACK SERVICES

CONTRACTOR acknowledges and agrees that during the term of this Contract, including any mutually agreed extensions and/or options, at the option of the CITY, other municipal corporations, public agencies, school districts, or not-for profit entities, may purchase CONTRACTORS' services to provide

day to day management, operation and maintenance of the public transportation services at the same price, upon the same terms and conditions as this Contract between the CITY and CONTRACTOR, (including the Scope of Services as set forth on the Attached Exhibit "A".

ARTICLE 24 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25- ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONTRACTOR agree that this Contract sets forth the entire Contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25 - Modifications of Work.

ARTICLE 26 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY's notification of a contemplated change, the CONTRACTOR shall, **in writing**:

- (1) Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,
- (2) Notify the CITY of any estimated change in the completion date, and
- (3) Advise the CITY if the contemplated change shall effect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a contract amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the authorized representative for the CITY.

Such changes, if any, shall be set forth in writing, which may be transmitted, at the CITY'S discretion, digitally.

ARTICLE 27 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

| | | |
|--|-----|---------------------------------|
| Attn: Asst. Director of Parks and Human Services | and | Copy to: Purchasing Agent |
| City of Lauderdale Lakes | | City of Lauderdale Lakes |
| 4320 N.W. 36 th Street | | 4300 NW 36 th Street |
| Lauderdale Lakes, FL 33319-5599 | | Lauderdale Lakes, FL 33319-5599 |
| Tel (954) 535-2800 | | Tel (954) 535-2828 |
| Fax (954) 777-3249 | | Fax (954) 535-1892 |

and if sent to the CONTRACTOR shall be mailed to:

LIMOUSINES OF SOUTH FLORIDA, INC.
3300 SW 11th Avenue
Fort Lauderdale, FL 33315
Attn: Mark Levitt
Tel: 305-871-8210
Fax: 305-871-8475

ARTICLE 28 - CAPTIONS AND PARAGRAPH HEADINGS

Captions and paragraph headings contained in this Contract are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Contract, nor the intent of any provisions hereof.

ARTICLE 29 - JOINT PREPARATION

The preparation of this Contract has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Contract be construed liberally to achieve its intent.

ARTICLE 30 - WAIVER

No waiver by the CITY of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same or any other provision or the enforcement hereof. CITY's consent to or approval of any act by Contractor requiring consent or approval shall not be deemed to render unnecessary the obtaining of CITY's consent or approval of any subsequent act by Contractor requiring the CITY'S consent or approval, whether or not similar to the act so consented to or approved.

ARTICLE 31 - COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Contract.

ARTICLE 32 - EXHIBITS ARE INCLUSIONARY

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

ARTICLE 33 - CONTRACT DOCUMENTS

The Contract documents are as follows: Contract, Request for Proposal, Exhibits, Addenda, All Representations, and Warranties, to make this Contract.

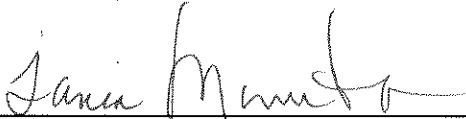
THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties hereto have executed this Contract in multiple copies, each of which shall be considered an original on the following dates:

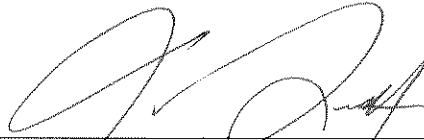
As to the CONTRACTOR on the 26th day of April, 2019

LIMOUSINES OF SOUTH FLORIDA, INC.

Corporate Seal



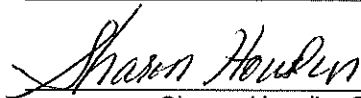
Witness



Mark Levitt, President

As to the CITY on the 15 day of May, 2019.

SEAL OF THE CITY OF LAUDERDALE LAKES

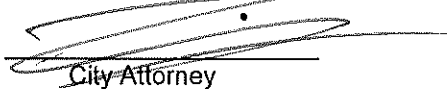


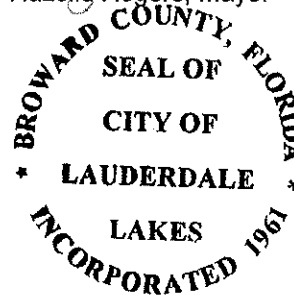
Sharon Houslin, City Clerk



Hazelle Rogers, Mayor

APPROVED AS TO FORM


City Attorney



ALL EXHIBITS WILL BE ATTACHED HERE

SCOPE OF SERVICES

I. GENERAL SCOPE OF SERVICES:

The City of Lauderdale Lakes seek the services of a qualified Contractor to provide day to day management, operation and maintenance of the public transportation services for Lauderdale Lakes North/South and East/West routes. The services shall be nine (9) hours per day, Monday through Friday within the City, at the locations and according to the schedules set forth.

II. PROPOSER'S SERVICES:

- A. The Proposer agrees to provide all services necessary for the day to day management, operation and maintenance of the public transportation services for the Lauderdale Lakes, North/South and East/West Transit Routes according to Exhibit "A", Bus schedule – North/South and East/West routes.
- B. The Proposer shall provide free public transportation services (until such time as City determines a fare to be appropriate), within the City at the locations and according to the schedules set forth in Exhibit "A", Bus schedule – North/South and East/West routes.
- C. The established service shall be for two (2) buses on a fixed route basis with designated intermediate stops a minimum of forty five (45) hours per week (9:00 am – 5:55 pm) for Route #1 and eighty (45) hours per week (9:00 am – 5:55 pm) for Route # 2 and a minimum of five (5) days per week for both routes. The hours of operation may be amended from time to time at the discretion of the City and Broward County to respond to budgetary constraints and/or the needs of the community.
- D. The City and Proposer shall maintain a minimum average of seven (7) passengers per revenue hour on the route operated by the City and Proposer. In the event that City and Proposer do not maintain such minimum average of passengers, City and Proposer shall attempt to increase ridership, which may include modification of the route.
- E. The Vehicle shall be operated by a properly licensed operator ("vehicle chauffeurs") employed by the Proposer. The Proposer is required to have a Class A or B CDL license. These employees shall provide full utilization of vehicle to all including disabled passengers while in service.
- F. Vehicle chauffeurs hired by Proposer shall issue Broward County bus route timetables or other transit information to any passenger requesting such material.
- G. Insofar as possible, scheduled service shall be coordinated with existing Broward County bus service. It is the intent of the parties that City's scheduled service shall not duplicate existing Broward County bus service.

- H. The Proposer shall maintain the vehicle provided by the City in accordance with the Manufacturer's standards and keep vehicle in reasonable and operating conditions at all times.
- I. The Proposer will be held responsible for meeting the requirements of the Americans with Disabilities Act (ADA) while the vehicle provided herein is utilized for City transportation. To the extent that any terms of the eventual Contract are inconsistent with the ADA, the requirements of the ADA shall prevail.
- J. The Proposer shall at all times comply with the requirements of Broward County Ordinance 92-8, pertaining to the maintenance of a Drug-Free Workplace Program.
- K. The Proposer shall at all times comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration (FTA), which shall include, but not be limited to regulations for drug and alcohol testing. To the extent that any terms of the intended Contract are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- L. The Proposer agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo, the Broward County assigned identification number and the City of Lauderdale Lakes logo shall be conspicuously displayed on the rear of the vehicle at all times.
- M. The Proposer shall maintain certain records of information and data in the format prescribed by Broward County and shall furnish such records to Broward County, with a copy to the City, on a monthly basis.
- N. The Proposer shall, at all times, insure that the vehicles are equipped with fully operational Florida Relay System equipment to assist the hearing and speech impaired riders.
- O. Per the Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, Provider may not discriminate on the basis of race, color, national origin, age, disability, family or religious status, in the selection and retention of any employees and/or subcontractors.

III. CITY'S SERVICES:

- A. The City shall review all policies established by the Proposer relative to the public transportation services.
- B. City shall review the service planning, including adjustments to the routes, schedules, and such other factors that affect the quality of service provided.
- C. The City shall provide Proposer with bus route timetable prepared by Broward County Mass Transit Division sufficient to inform City and Broward County residents, visitors and passengers of service to be made available.

- D. The City, in coordination with Broward County, shall be responsible for designation of transit stops. It is understood that passengers will be able to board at designated stops or depart from anywhere along the route as well as designated stops.
- E. The City shall lease to Proposer two (2) twenty (20) passenger, wheelchair accessible, passenger vehicles, obtained from County, to be used in regular service route. Such vehicles shall comply with the Americans With Disabilities Act of 1990 and all applicable federal and state regulations. The vehicle shall be leased to the Proposer for Ten Dollars (\$10.00) per year. Prior to acceptance of the vehicle by Proposer, the Proposer, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designated by the Proposer.
- F. The City shall provide the manufacturer's warranties and maintenance shop manuals to the Proposer.

IV. COMPENSATION:

- A. In return for services provided by the Proposer, the City agrees to pay the Proposer on an hourly basis, per hour in revenue service. The funds shall be used by Proposer solely for the purposes of maintaining, operating and properly equipping the vehicle and for no other purpose. City shall not be responsible for payment of any other monies to the Proposer.
- B. The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due. Proposer shall submit invoices to the City documenting hours of service provided by the Proposer during the preceding month, together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Proposer pursuant to the terms set forth in the Agreement.

V. PERFORMANCE STANDARDS:

- A. The public transportation service described in the Agreement shall begin operations when the notice to proceed is issued, and such service shall run according to the schedule set forth in Exhibit "A". The schedule shall be followed unless otherwise agreed upon in writing by the parties.
- B. The Proposer shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to (added: traffic conditions), vehicular accidents, and mechanical breakdowns.

VI. PERSONNEL REQUIREMENTS:

- A. Proposer shall designate a Project Manager who will oversee the complete operation of the public transportation service and will serve as the day-to-day liaison with the City.

- B. Vehicle chauffeurs employed by the Proposer during the term of the intended Contract shall be properly licensed operators. The vehicle chauffeurs shall possess the qualifications required by the State of Florida and Broward County. The vehicle chauffeurs shall be required to attend and successfully complete Broward County's training program prior to operating the vehicles. All drivers shall possess the following qualifications and adhere to the following standards. Proposer shall immediately dismiss any driver from performing services, should the driver fail to maintain said qualifications or standards as listed below:
- Minimum age for drivers shall be 21 years.
 - Drivers must possess a valid Florida Commercial driver's license as required by law.
 - Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers shall have no history of a conviction for a DUI.
 - Drivers must be capable of speaking, writing, and understanding the English language fluently.
 - Drivers shall operate the vehicle in a safe and timely manner.
 - Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.
 - At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes.
 - Drivers shall distribute or collect flyers, handouts, surveys, etc. as City may request from time to time.
 - Drivers shall not accept gratuities.
 - Drivers shall assist all passengers, including passengers with disabilities with entering and exiting the vehicles.
 - Drivers shall not smoke or play radios, or permit passengers to do the same in the vehicles (unless the passenger is using headphones with radios).
 - Driver shall not talk on cellular phones nor have on headphones while operating vehicles.
 - Drivers shall not be convicted of a crime during the term of the Contract.
 - Drivers shall not test positive for drug test administered by a responsible testing facility or in cooperation with the drug-testing program at Broward County or the City.

VII. CONDITION AND MAINTENANCE OF VEHICLES

- A. Proposer shall maintain the vehicles in accordance with manufacturer's standards.
- B. Proposer shall supply any additional vehicles to provide for back-up service within thirty (30) minutes in the event that vehicle is out of service. Proposer shall provide an ADA accessible backup vehicle should it be necessary to continue service as outlined in this contract.
- C. Vehicle shall be maintained in good condition, operationally and be in clean appearance at all times. The vehicle shall be kept in good repair and condition, satisfactory to the City at a minimum to the standards listed below:
1. Equipping of Vehicle:
 - The vehicle shall be equipped with all required safety equipment.

- The vehicle shall be equipped with two-way communications to be provided by the Proposer.
 - The vehicles shall conform to the standards required by the Americans With Disabilities (ADA).
 - The vehicle shall have heating and air conditioning systems that are fully operational every day the vehicle is in service.
2. Maintenance of vehicle
- The interiors of the vehicle shall be cleaned at least once per day and the exterior shall be cleaned at least once per week. The vehicle shall be exterminated for pests at least once per week. Proposer shall have a continuing obligation to ensure cleanliness of the vehicle, and Proposer shall perform additional cleaning and extermination for pests as circumstances may warrant.
 - The vehicle and equipment of the vehicle shall be maintained in fully operational condition at all times during the term of the contract. Proposer shall cause all components of each vehicle, including its body, frame, graphic wrap, furnishings, mechanical, electrical, hydraulic, rims, tires or other operating systems to be maintained according to manufacturer's recommendations. Proposer shall cause any vehicle damaged in an accident or otherwise to be repaired to be replaced immediately, including the graphic wraps. Proposer shall, at its sole cost and expense, provide fuel, lubricants, parts and supplies as required for the maintenance and operation of the vehicle.
 - The vehicle shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rule Chapter 14-90, "Minimum Requirements for Transit Coaches and System Equipment." All parts of the vehicle and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor vehicle safety standards.
 - Proposer shall initiate and maintain an effective safety and mechanical inspection program.
 - The vehicle shall be available for inspection by the City prior to Proposer placing them in service and at any time thereafter at the City's discretion. City has the sole discretion to reject temporarily or permanently any vehicle which City deems acceptable for reasons of safety, disrepair or appearance.

VIII. RECORD KEEPING, REPORTING AND AUDITING

- A. The Proposer shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by City to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and practices. All project records prepared by Proposer shall be owned by City and made available to City at no charge. City may elect to authorize representatives to inspect, audit, and analyze the records of Proposer relating to the subject service. City shall have the right to audit the books, records and accounts of the Proposer. Proposer shall keep such books, records, and accounts as may be necessary in order to

record complete and correct entries related to the project or according to the scheduled reporting periods.

- B. Proposer shall record on a daily basis and report daily to the City all disruptions in service, to include but not limited to late service, vehicle breakdowns, accidents, if a vehicle is out of service and any other incidents affecting service.
- C. Proposer's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Proposer agrees to submit copies of such documentation to the City on a weekly basis.
- D. Proposer shall maintain daily records of total passenger utilization and total mileage logged on the vehicle while performing the services. Proposer's Project Manager shall provide accurate reports on ridership by trip to the City on a monthly basis.
- E. City shall approve Proposer's forms that may be required.
- F. In the event funds paid to Proposer are subsequently disallowed by the City because of accounting errors or charges not in conformity with the services to be rendered, Proposer shall refund promptly to the City such disallowed funds or such disallowed funds will be withheld from subsequent payment by the City to the Proposer. No payment will be withheld or disallowed until the City has given the Proposer written notice of the reason, with ten (10) days to correct, cure or otherwise reasonably satisfy the City. No more than the disputed amount will be withheld. Both City and Proposer shall diligently pursue the resolution of any dispute regarding the accounting or charges.
- G. Proposer shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to these services for a period of five (5) years after termination of the resultant contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The contract shall also adhere to Public Records, Chapter 119 of the Florida Statute.

IX. PRE-SERVICE REQUIREMENTS

The following items shall be delivered to the City by Proposer at least two (2) days prior to the start of service and are subject to approval by the City:

- A. An operations manual for the subject services which describes all operations, procedures and policies, including, but not limited to, the following:
 - Vehicle operating procedures
 - Communications operating procedures
 - Driver conduct rules and regulations
 - Safety procedures
 - Accident procedures
 - Administration and reporting procedures, and

- Other operating procedures and policies, as required for proper operation of the subject service

- B. Job descriptions for drivers and administrative personnel
- C. Maintenance procedures for the vehicle.
- D. Training procedures for drivers.

X. MISCELLANEOUS REQUIREMENTS

- A. The City will manage and receive all funds for advertising on or in the buses. Advertising of any alcohol, tobacco, adult entertainment, gambling, overtly sexual material, or obscene or offensive materials will be prohibited. If the City reasonably objects to any advertisement, such advertisement shall be removed within fifteen (15) days of written notice.
- B. FINES: The Proposer acknowledges that the City will incur certain costs or damages in monitoring and seeking conformance with the requirement of the Agreement, or in the event of a breach of this Agreement, the amount(s) of which cannot be specifically ascertained, notwithstanding their respective efforts to do so. Accordingly, the Proposer and City have established a governing schedule of fines. The Schedule of fines the City will assess against the Proposer as a consequence of the Proposer's failure to conform to the customer service requirements as outlined in the Agreement are as follows:
 - Failure to provide backup service within thirty (30) minutes in the event that one or more vehicles are out of service shall result in a fine of \$30.00 per hour per affected bus or van.
 - Failure to provide heat or air conditioning shall result in a fine of \$30.00 per hour per affected bus or van.
 - Failure to maintain vehicles shall result in a fine of \$15.00 per hour per affected bus or van.
 - Failure to maintain transit schedule within a 15 minute window, excluding acts of weather, road construction/closing, or driver illness shall result in a fine of \$6.00 per hour per affected bus or van.
 - Failure to notify the City regarding any changes in schedule shall result in a fine of \$6.00 per hour per affected bus or van.

*All fines shall be prorated for any portion less than one (1) hour.

- C. COMPORTMENT; CHANGE OF PERSONNEL: At all times when such personnel are in the CITY OF LAUDERDALE LAKES, whether or not on duty, such personnel shall comport themselves in a manner which will not bring disrespect upon the City or call into the question the competence or demeanor of such person relative to the performance of the transportation services, which, by its nature, requires such personnel to potentially come into contact with minors and the handicapped. The City reserves the right to require the change of any personnel upon not less than three (3) business day's written notice, setting forth the name of the person to be

replaced, or in the absence of a name, the route taken and the time of day in which the transportation services were provided.

- D. DUTY ROSTER: The Proposer shall provide the City with the name of each personnel, and the route and date of such individual's duty station. Such roster shall be provided on a weekly basis as of Friday of the week preceding.
- E. HOLDING OF FUNDS: The City shall hold the funds distributed by Broward County to support the public transportation service and remit the applicable amount of such funds monthly to Proposer as they become due. Proposer shall submit invoices to the City documenting hours of service provided by the Proposer during the preceding month together with such additional documentation which may be required by the City (e.g. ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Proposer pursuant to the terms set forth herein.
- F. LIVING WAGE REQUIREMENT: ~~To the extent Proposer is a "covered employer" within the meaning of Broward County Ordinance No. 2002-45, as may be amended from time to time, City agrees to and shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and City shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. City shall be responsible for and shall ensure that all of its subcontractors that qualify as covered employers fully comply with the requirements of such ordinance and satisfy, comply with, and complete all of the obligations set forth therein.~~



TAB 3 – Cost Schedule

Complete program pricing of all costs related to providing the services required in this RFP including but not limited to staffing, fuel, insurance, maintenance, training, backup vehicles and supervision is inclusive in this proposal. The cost for this services is based upon a nine (9) hours per day, per bus, five (5) days per week. The City of Lauderdale Lakes will provide Limousines of South Florida the vehicles that Broward County provides to the City. Limousines of South Florida, Inc. will provide all other associated costs for the Community Bus Services pursuant to RFP #19-3440-04R.

The hourly complete turn-key operations rate will be \$44.00 per hour, per vehicle operating hour and any additional hours of service will be billed at the same \$44.00 per operating hour.