

Operation and Management of Transportation Services

Request for Proposals # AD-23-02

General Information		
Project Timeline	This contract shall be for an initial five-year period with two additional five-year renewal terms.	See Section 1.2
Evaluation of Proposals	Staff	See Section 1.7
Non-Mandatory Pre-Bid Meeting	9:00 a.m. on January 4, 2024 at the Public Services Building Large Conference Room, 8300 S. Palm Drive, Pembroke Pines, FL 33025.	See Section 1.8
Question Due Date	January 9, 2024	See Section 1.8
Proposals will be accepted until	2:00 p.m. on January 23, 2024	See Section 1.8
Proposal Security / Bid Bond	<p>✓ Not required.</p> <p><input type="checkbox"/> Required only for bidders that have a total cumulative base proposal amount that exceeds \$200,000. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.</p> <p><input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of 5% of the total cumulative base amount proposed.</p> <p><input type="checkbox"/> Required for every bidder, regardless of proposal amount. Proposal Security shall be in the amount of \$10,000 or 5% of the total cumulative base amount proposed, whichever is less.</p>	See Section 4.1
100% Payment and Performance Bonds	<p>✓ Not required.</p> <p><input type="checkbox"/> Required, regardless of the awarded contract amount.</p> <p><input type="checkbox"/> Required in the event that the awarded contract exceeds \$200,000.</p>	See Section 4.2

THE CITY OF PEMBROKE PINES
PROCUREMENT DEPARTMENT
8300 SOUTH PALM DRIVE
PEMBROKE PINES, FLORIDA 33025
(954) 518-9020

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ATTACHMENTS

Attachment A: Non-Collusive Affidavit

Attachment B: Sample Insurance Certificate

Attachment C: Specimen Contract – Contractual Services Agreement for Operation and
Management of Transportation Services

Attachment D: LSP Agreement with Areawide Council on Aging of Broward County, Inc.

Attachment E: Interlocal Agreement with Broward County for Community Bus Service

Attachment F: Community Bus Routes (Green, Gold, & Blue)

Attachment G: Broward County School Calendar for 2023-24

Attachment H: Current Vehicles Utilized for the School Transportation Program



Attachment I: Current Vehicles Utilized for the Shuttle Bus Transportation Programs

Attachment J: Charter School General Bus Schedule

Attachment K: Pricing Submission Sheet - Labor Rates



SECTION 1 - INSTRUCTIONS

1.1 NOTICE

Notice is hereby given that the City Commission of the City of Pembroke Pines is seeking sealed proposals for:

RFP # AD-23-02 Operation and Management of Transportation Services

Solicitations may be obtained from the City of Pembroke Pines website at <http://www.ppines.com/index.aspx?NID=667> and on the <https://ppines.bonfirehub.com/> website.

If you have any problems downloading the solicitation, please contact the Bonfire Support at Support@GoBonfire.com.

If additional information help is needed with downloading the solicitation package please contact the Procurement Department at (954) 518-9020 or by email at purchasing@ppines.com. The Procurement Department hours are between 7:00 a.m. - 6:00 p.m. on Monday through Thursday and is located at 8300 South Palm Drive, Pembroke Pines, Florida 33025.

The City requires all questions relating to the solicitation be entered through the "Messages" section for the specific project on the <https://ppines.bonfirehub.com/> website. Under the "Messages" section, vendors will find the "Opportunity Q&A" tab in which they can ask their specific question(s). Responses to the questions will be provided online at <https://ppines.bonfirehub.com>. Such request must be received by the "Question Due Date" stated in the solicitation. The issuance of a response via Bonfire is considered an Addendum and shall be the only official method whereby such an interpretation or clarification will be made.

Proposals will be accepted until 2:00 p.m., Tuesday, January 23, 2024. Proposals must be submitted electronically at <https://ppines.bonfirehub.com/>. The sealed electronic proposals will be publicly opened at 2:30 p.m. by the City Clerk's Office, in the City Hall Administration Building, 4th Floor Conference Room located at 601 City Center Way, Pembroke Pines, Florida, 33025.

1.1.1 VIRTUAL BID OPENING

The bid opening for this project will be held in the **City Clerk's Office Conference Room** located on the 4th Floor in the Charles F. Dodge City Center/City Hall Administration Building at 601 City Center Way, Pembroke Pines, Florida, 33025 at **2:30 PM on the bid due date.**



In light of public health concerns and to ensure accessibility for all, the City encourages interested parties, vendors, and the public to participate virtually via live streaming instead of attending the meeting in person. To virtually attend the bid opening, please use the Cisco Webex Meetings platform.

Virtual Meeting Details:

- WebEx Meeting Link: <https://ppines.webex.com/meet/purchasing>
- Cisco Webex Meeting Number: 717 019 586
- Join by Phone Number: +1-408-418-9388

The public may download the **Cisco Webex Meetings app** from
<https://www.webex.com/downloads.html/>

To ensure an efficient meeting process, participants are requested to mute their audio and camera during the meeting. While the public is welcome to attend the virtual bid opening, **please note that active participation and commenting will not be allowed during the proceedings.**

For further information about the bid opening or assistance in accessing the virtual meeting, please contact:

Danny Benedict, Procurement Department
City of Pembroke Pines
8300 South Palm Drive,
Pembroke Pines, FL 33025
954-518-9022 or 954-518-9020
purchasing@ppines.com

1.2 PURPOSE

The purpose of this Request for Proposals (RFP) is to solicit proposals from vendors capable of operating, maintaining, and managing the City of Pembroke Pines Transportation Services for the City's Charter Schools, the Community Bus System and the Senior Transportation Program. The RFP invites qualified firms to submit documents demonstrating their ability to provide the services described in this document. In issuing this RFP, the City is seeking to ensure the overall efficiency and operation of the Transportation System by contracting with a Contractor having the resources to perform the required operation, maintenance, and management services.

The City's ultimate objective for operation of the Transportation System is to select a contractor who will provide a strong operations team, a strong technical support team, operate in compliance, improve maintenance, and provide efficiencies to the City and Charter School System.

The City is seeking a contract for a term of five years with two optional five-year renewal periods.



Proposers must submit proposals to provide services for **all** of the three following service areas; Charter School Transportation, Community Bus Services and the Senior Transportation Program.

1.3 BACKGROUND

The City of Pembroke Pines is located in southwest Broward County, Florida and is a full-service municipality that was incorporated in 1960, which serves a population of over 170,000 citizens. The City of Pembroke Pines is home to the largest municipal run Charter School System in the Nation, which provides pupil transportation services to their students. In addition, the City also has a Community Services Department which provides a Community Bus Program that provides transportation via fixed routes throughout the City along with a Senior Transportation Program. The City of Pembroke Pines is currently contracted with Transportation Authority to perform the Transportation Services for all three of these programs.

A) Charter School Transportation

During the early 1990's, the Broward County School District was the fifth largest district in the United States. The Mayor had a vision to find a solution to the severe overcrowding in the Pembroke Pines public schools. Working closely with the City Commission and the City Manager, their solution was to build the Pembroke Pines Charter School System.

The City currently has five (5) Charter School Campuses with an approximate population of 6,034 students at all of the campuses. The campus locations are:

1. East Campus – 10801 Pembroke Road, Pembroke Pines, FL 33025
2. West Campus – 1680 SW 184th Avenue, Pembroke Pines, FL 33029
3. Central Campus – 12350 Sheridan Street, Pembroke Pines, FL 33026
4. FSU Elementary Campus – 601 SW 172nd Avenue, Pembroke Pines, FL 33029
5. Academic Village Campus – 17189 Sheridan Street, Pembroke Pines, FL 33331

The Contractor will operate the City-owned fleet of 53 buses, five of which are wheelchair accessible, and provide transportation services to just under 2,500 students who live between 2.0 and 3.5 miles from the school. The size of the fleet and the number of students along with the proximity to the schools may change from time to time. The Contractor shall provide transportation services to students above the 3.5 miles with approval of the City.

The Charter School Transportation buses are normally in operation from 5:30 AM to 9:15 AM and from 1:00 PM to 5:15 PM, however due to various school sponsored activities, the hours of operation may fluctuate. The Contractor will provide general transportation of students to and from school, general school trips throughout the school day, after school trips for sports & extracurricular activities.



Due to the bus schedules at different campuses, the Charter School Transportation uses approximately 32 buses at a time to accommodate the schedules at the different sites. Please see **Attachment J “Charter School General Bus Schedule”** for more information regarding the Charter School Bus Routes.

Contractor shall utilize the City owned buses, at no cost to the Contractor, for uses approved by the City Administration and Charter Schools. The City may allow for the Contractor to utilize the City buses for private rentals to external entities, including summer camps, however all revenues from these activities will be collected by the City of Pembroke Pines and allocated to the City of Pembroke Pines Charter Schools. The Contractor will be responsible for coordinating services with these external entities.

B) Community Bus Services

In 1994, the City of Pembroke Pines entered into an interlocal agreement with Broward County Transit (BCT) to offer free community bus service to the community. The service seeks to increase the number of destinations within the city limits that can be reached through public transit. The Community Bus Service is designed to operate in conjunction with BCT routes. Community buses service residential areas freeing the larger BCT fixed-route buses to travel along major thoroughfares as part of a bus system network. While BCT routes serve mainly arterial corridors, community buses can penetrate into neighborhoods and create short-distance linkages between origins and destinations.

The City currently has an Interlocal Agreement (**Attachment E**) with Broward County for the Community Bus Service. The awarded contractor shall be required to comply with the Interlocal Agreement, as amended from time to time.

The Community Bus Program has designated stops along three fixed routes, the Green, Gold and Blue routes. As part of the City's ongoing commitment to serve the community, bus route modifications have been made to include other destinations within the city limits as well as enhance the service's on time performance. The modified bus routes are:

Effective Date	Route	Service Hours	Interval between successive buses
07/01/2016	Green	7:45 AM to 7:55 PM (Mon-Sat)	57 to 60 minutes
09/22/2016	Gold	7:00 AM to 7:21 PM (Mon-Sat)	45 minutes (East) / 65 minutes (West)
09/01/2017	Blue	8:00 AM to 3:25 PM (Tu, We, Fri)	70 minutes

The Community Bus Services Routes are attached to this RFP as **Attachment F**.

All service routes shall continue to maintain the county's required ridership threshold of 7.1 passengers per service hour and therefore guarantee the program's funding.



The transportation hub for all of the Community Bus Routes is the Carl Shechter Southwest Focal Point Community Center (SWFP), which is located at 301 N.W. 103rd Avenue, Pembroke Pines, FL 33026.

The program utilizes approximately seven (7), Broward County owned, multi-passenger shuttle buses. All Community Bus Service buses are air-conditioned and wheelchair accessible, in compliance with the Americans with Disabilities Act (ADA). The Contractor shall utilize the Broward County owned buses at no cost, to provide these services for the term of the agreement.

The contractor **shall not** be allowed to utilize the Broward County owned buses for other services outside of the approved scope of work.

C) Senior Transportation Program

The City, through the Carl Shechter Southwest Focal Point Community Center (SWFP), is committed to providing services that enhance the quality of life for the public at large with special attention devoted to seniors residing in the local communities.

Since January 2002, the City has been a subcontractor to the Aging and Disability Resource Center of Broward County f/k/a the Areawide Council on Aging of Broward County, for providing transportation services as mandated by the 2002 Older Americans Act Title IIIB.

The City currently has an Agreement (**Attachment D**) with the Areawide Council on Aging of Broward County, Inc. The awarded contractor shall be required to comply with the Agreement, where applicable and as amended from time to time.

Free Senior Transportation service is provided to and from the SWFP to; medical/dental appointments, pharmacies, social agencies, legal agencies, post offices, banks, grocery stores, center sponsored field trips, as well as cultural and civic events. The Program provides shuttle services within the City limits and transportation for residents 60 years of age or older.

In addition, the Program provides the availability of transportation services to south Broward residents who are transportation disadvantaged and have physical, cognitive, emotional, visual or other disabilities that render them functionally unable to utilize the regular fixed-route service.

The Senior Transportation Program offers one-way and round-trip service within a designated area. The service area is generally bordered on the north by Griffin Road, on the east by Turnpike, on the south by Miramar Parkway, and on the west by U.S. 27. Strategically established routes ensure provision of subscription trips via a multi-load (shared ride) system to promote efficiency and consistency of service. Clients will



receive free door-to-door, driver-assisted service. Each one-way trip counts as a unit of service under the provisions of the Grant.

The Program provides transportation to Hollybrook Clubhouse, Douglas Gardens, Memorial Urgent Care Center, Memorial Hospital West, various grocery stores and restaurants, Lowes, Wal-Mart, Broward County Regional Library South Campus, Broward College, Pembroke Lakes Mall, HollyLakes, Century Village, etc.

Senior Transportation Program Statistical Summary	
Senior Transportation Program	Nutrition, Medical, Grocery, Banking, Personal, Field Trips
Avg. Yearly Ridership (1-Way Passenger Trips)	21,690 for the period of 07/01/2022-06/30/2023
Reporting Requirements	LSP Units Report (Total number of 1-way Passenger Trips Reported Monthly)
Contractual Service Area	Miramar Parkway South, Turnpike East, Griffin North, US 27 West

Contractor shall utilize the City owned buses, at no cost to the Contractor.

In addition, the Contractor may provide services for trips requested by City Departments for activities such as Transportation request for Town Hall meetings, Special Events, Recreation Department's Summer Camps, etc., provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services, and the corresponding revenue will be allocated to the City of Pembroke Pines Community Services Department.

The Contractor will only be allowed to use the City owned buses for uses approved by the City. The City may allow the Contractor to utilize the City buses for private rentals to external entities, provided such use is approved by City Administration ahead of time. All revenues from these activities will be collected by the City of Pembroke Pines and allocated to the City of Pembroke Pines Community Services Department. The Contractor will be responsible for coordinating services with these external entities.

1.4 CONTRACT REQUIREMENTS

The service contract resulting from this RFP will require the contractor to be solely responsible for providing sufficient personnel, training, and labor necessary to provide a high quality service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Charter School Transportation, Community Bus Service, and Senior Transportation Programs.

1.4.1 COMPENSATION



The City shall reimburse the Contractor for the “Cost of Work.” The term “Cost of the Work” shall mean cost necessarily incurred by Contractor in the performance of their duties. The following list generally defines, but does not limit, the costs to be reimbursed under the awarded contract:

1. Wages of workers directly employed by Contractor to perform the work.
2. Wages or salaries of Contractor's supervisory and administrative personnel providing for the operation and management for the City's transportation services.
3. Costs paid by Contractor for taxes, insurance, contributions for benefits or other taxes required by law. The City shall pre-approve employee benefit plans.
4. Payment made by Contractor to Vendors in accordance with the requirements of the services provided.
5. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the work.
6. Insurance and bond premiums that can be directly attributed to this contract.
7. Sales, use or similar taxes imposed by a governmental authority that are related to the work.
8. Fees and assessments for permits, licenses and inspections for which Contractor is required to pay.
9. Information and technology costs related to the work and support of the same.
10. Legal, mediation and arbitration costs, including attorney's fees other than those arising from disputes between the City and Contractor reasonably incurred by Contractor in the performance of the work and with the City Administration's prior written approval; which approval shall not be unreasonably withheld; provided that no such costs may be included to the extent they are incurred as a result of the acts or omissions of Contractor.
11. Other costs incurred in the performance of the work if and to the extent approved in advance in writing by the City Administration.
12. Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.
13. Costs of repairing or correcting damaged or nonconforming work executed by Contractor's suppliers, provided that such damaged or nonconforming work was not caused by negligence or failure to fulfill a specific responsibility and only to the extent that the cost of repair or correction is not recoverable by Contractor from insurance sureties, or suppliers.
14. Miscellaneous expenses such as supplies, uniforms, costs of drug screening, drug tests, fingerprinting, background searches and trainings.
15. All other costs approved by the City Administration.

1.4.1(A) Minimum Wage

On November 3, 2020, Florida voters approved Florida Amendment 2, which amended Florida's constitution to gradually increase the state's minimum wage from \$8.56 an hour to \$15 an hour by the year 2026, according to the following schedule:



Effective Date	Minimum Wage	Increase \$	Increase %
Jan. 01, 2021	\$ 8.65	\$0.09	1.05%
Sep. 30, 2021	\$10.00	\$1.35	15.61%
Sep. 30, 2022	\$11.00	\$1.00	10.00%
Sep. 30, 2023	\$12.00	\$1.00	9.09%
Sep. 30, 2024	\$13.00	\$1.00	8.33%
Sep. 30, 2025	\$14.00	\$1.00	7.69%
Sep. 30, 2026	\$15.00	\$1.00	7.14%

As a result, the City recommends for the proposed contractors to propose hourly wages for the proposed positions under this contract to be at least \$15 per hour.

1.4.2 OFFICE SPACE AND EQUIPMENT TO BE FURNISHED BY THE CITY

The City shall furnish the following items to Contractor or Contractor's employees assigned to do the work, during the term of the contract:

1. School Buses and Shuttle Buses.
2. Fuel for the vehicles.
3. Office Space, Vehicle Maintenance Area and Bus Parking spaces located at 901 Poinciana Drive, Pembroke Pines, FL 33025 for the Contractor's on-site management.
4. One office at the Carl Shechter South West Focal Point Senior Center for the Contractor's Full-Time bi-lingual Scheduler that shall be responsible for communicating and scheduling trips with the riders.
5. Office furniture for Contractor's on-site management.
6. Telephone, utilities, communication services for on-site management facilities.

1.4.3 STAFFING

- A. **Qualified Employees:** Contractor shall take all necessary actions to assure that its employees performing services pursuant to this Agreement are qualified and appropriate individuals to perform such service, and that all bus drivers are fully qualified and licensed to operate buses in the State of Florida.
- B. **Physicals & Drug Tests:** Contractor shall conduct physicals and drug tests on its employees performing services under this Agreement upon employment and thereafter on a random basis, and shall comply with the guidelines of the Florida Department of Transportation for post-accident requirements (Drug and Breath Alcohol).
- C. **Driver's Experience & Licenses:** All employees operating a bus must have previous driving experience, possess a valid Commercial Drivers License, have completed at least forty (40) hours pre-employment classroom training; have completed at least twenty (20) hours pre-employment road testing.



CONTRACTOR shall assure that all its drivers, performing services for the City, shall complete at least eight (8) hours in-service road, reflex, and written testing on an annual basis. In addition, all drivers of the Shuttle Buses must be a registered Chauffer with Broward County.

- D. Driving & Background Check:** Contractor shall obtain level two background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by the City. Contractor shall not employ a vehicle operator to perform service that does not meet the requirements of Florida law. Criminal background checks shall be conducted by Contractor at its own expense upon the employment of an individual to perform the services.
- E. Jessica Lunsford Act:** Contractor must comply with the Jessica Lunsford Act. The law requires specific standards and procedures related to the background screening of individuals who provide contracted non-instructional services to Florida schools.
- F. Uniforms and IDs:** All drivers shall wear a uniform shirt and carry an identification badge.
- G. Omnibus Transportation Testing Act Compliance:** Throughout the term of the Agreement, Contractor shall be in compliance with and adhere to the Omnibus Transportation Testing Act of 1991, 49 CFR Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs), 49 CFR Part 382 (Controlled Substances and Alcohol Use and Testing) and 49 CFR Part 391 (Driver Qualifications), all as may be amended from time to time.
- H. Full-Time Bi-lingual Scheduler for the Senior Transportation Program:** The City shall provide one office, free of charge, at the Carl Shechter South West Focal Point Senior Center for the Contractor's Full-Time bi-lingual Scheduler that shall be responsible for communicating and scheduling trips with the riders. The bi-lingual scheduler will need to be able to speak English and Spanish and must be staffed from 7:00 am to 5:00 pm on Monday through Friday.

1.4.4 SAFETY

- A. Safety Meetings & Training:** Contractor acknowledges that safety is of paramount importance in the performance of this Agreement, and hereby agrees to, on a regular basis, hold monthly safety meetings throughout the school year for school bus drivers, assure that all drivers complete in-service safety training on an annual basis, to include defensive driving, and to conduct safety checks on buses via a Pre-Trip report prior to a bus being placed in service.



- B. **School Bus Inspections:** Contractor shall have all school buses inspected every twenty-five (25) attended school days by Broward County, as part of the ongoing inspection program requirement for all school bus contractors in Broward County. Each vehicle shall also be inspected daily by the assigned driver and document with a pre-trip report.
- C. **Florida Administrative Code & School Bus Safety Inspection Manual:** Contractor agrees to comply with all applicable rules, regulations and statutes governing the operation of school buses, including but not limited to Chapter 6A-3, "Transportation" of the Florida Administrative Code, Section 1006.22, Florida Statutes, and the State of Florida School Bus Safety Inspection Manual, all as may be amended from time to time.

1.4.5 TRANSPORTATION ROUTES & SERVICES

1.4.5(A) Charter School Transportation

- A. **Before & After School Routes:** Routes will change from year to year for the Charter School Transportation Service based on given school year's eligible students. Contractor is responsible for creating most efficient route to complete services in most responsible and timely manner. Routes must be turned in to City/School Administration, and approved, prior to the start of the school year.
- B. **Changes in Routes:** Any changes to set routes must first be approved by the City. Notification must be sent to affected parties/schools if/when the new route has been approved.
- C. **Bus Stops:**
 - 1. Curb-to-curb services from designated pick-up to drop-off points and return must be provided to students.
 - 2. Students shall be loaded and unloaded at the pre-approved bus stop locations.
 - 3. Pick-up and delivery time schedule shall not vary more than 15 minutes.
 - 4. No student shall be delivered to school in excess of thirty (30) minutes prior to the beginning of each school day, or picked up from school in excess of thirty (30) minutes following the close of each school day.
- D. **Time Length of Routes:** Routes shall be created to make sure that students are on the bus for no longer than 45 minutes.



E. Other School Related Trips: The contractor shall also be responsible for school trips made during and after school to various facilities, at no additional cost to the City. Trips include, but are not limited to:

1. School Trips to the Susan B. Katz Theater of the Performing Arts at the River of Grass Arts Park, YMCA, C.B. Smith Park, Pools, etc.
2. School Sports Trips
3. After School Trips
4. School Trips for Extracurricular Activities
5. Other School Sponsored Functions

F. Non-School Related Trips: The Contractor may utilize school buses to provide services for trips requested by City Departments and other entities, provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services or the external entities that receive the service, and the corresponding revenue will be allocated to the City of Pembroke Pines Charter Schools. Examples of these trips include but are not limited to:

1. Recreation Department's Summer Camp Field Trips
2. Department's utilizing bus transportation for Pre-Bid Meetings.
3. Transportation for communities to Town Hall meetings.
4. Transportation for Special Events.
5. Summer Camps for external entities.
6. Any other trip as approved by the City's Administration.

Note – The City and current contractor support the use of School Buses for Summer activities to keep the school bus drivers working throughout the School's Summer break and also provide the Charter Schools with additional revenues.

1.4.5(B) Community Bus Services

A. Routes: The Community Bus Service Routes include the Gold, Green and Blue routes that are included in this document as **Attachment F**, and may be adjusted from time to time. Should there be a service disruption; Contractor shall have 45 minutes to restore normal service levels. Below is a summary of the various fixed routes, which may be amended by the City from time to time.

B. Green Route:

1. **Operates:** Monday through Saturday from 7:45am-7:55pm
2. **Travel Time:** 57 minutes and 60 minute intervals between successive bus arrivals.
3. **Service starts:** Heritage Lakes and extends east to Westfork Plaza.



C. Gold Route:

1. **Operates:** Monday through Saturday from 7:00am-7:21pm
2. **Travel Time:** 45 minute intervals between successive bus arrivals on the eastbound service and 65 minutes on the westbound service.
3. **Service starts:** The westbound route starts at Century Village and extends west to Walmart at SW 184 Avenue, while the eastbound route goes to the Southwest Focal Point Community Center (SWFP).

D. Blue West Route:

1. **Operates:** Tuesday, Wednesday and Friday from 8:00am-3:15pm
2. **Travel Time:** 70 minute intervals between successive bus arrivals.
3. **Service starts:** Southwest Focal Point Community Center (SWFP) and extends west to Century Village.

E. Blue East Route:

1. **Operates:** Tuesday, Wednesday and Friday from 9:00am-3:25pm
2. **Travel Time:** 70 minute intervals between successive bus arrivals.
3. **Service starts:** Pines Place and extends west to City Hall.

F. Changes in Routes:

1. Contractor acknowledges and agrees that it shall not deviate or make changes to the Routes established in **Attachment F** without the prior written consent of the City Administration.
2. In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, the City may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. Contractor shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

G. Bus Stops:

1. Contractor must adhere to designated stops along the fixed routes - green, gold, and blue.
2. It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.



H. Holiday Schedule: The Community Bus Services routes do not operate on Sundays, during hurricane warnings, and on the following observed holidays:

1. New Year's Day
2. Martin Luther King Jr. Day
3. Presidents' Day
4. Memorial Day
5. Independence Day
6. Labor Day
7. Veterans' Day
8. Thanksgiving Day
9. Christmas Day

1.4.5(C) Senior Transportation Program

A. Routes: The Senior Transportation program routes operate from Monday through Friday from 7:30 am to 4:30 pm. There are approximately 89 trips per day using approximately 8 vehicles on a daily basis. The Senior Transportation Program routes are created daily based on a given days demands (Citizen Reservations). Citizens are required to make a transportation reservation at least 48 hours in advance. Contractor is then responsible for creating most the efficient route to complete services in most responsible and timely manner.

B. Bus Stops: Stops will depend on a given days schedule. Some of these stops include, but are not limited to: Hollybrook Clubhouse, Douglas Gardens, Memorial Urgent Care Center, Memorial Hospital West, various grocery stores and restaurants, Lowes, Wal-Mart, Broward County Regional Library South Campus, Broward College, Pembroke Lakes Mall, HollyLakes, and Century Village.

C. Non-Covered Trips: The Contractor may utilize shuttle buses to provide services for trips requested by City Departments, provided such use is approved by City Administration ahead of time. The costs for these services will be allocated to the Department which receives the services or the external entity in which services are provided to, and the corresponding revenue will be allocated to the City of Pembroke Pines Community Services Department. Some examples of these trips are:

1. Recreation Department's Summer Camp Field Trips
2. Department's utilizing bus transportation for Pre-Bid Meetings.
3. Special Event Transportation
4. Recreation & Cultural Arts Department's Trips to Studio 18
5. Community Services Recreation Division's trips to various locations including Hard Rock Casino, Museum of Art, Butterfly World, etc.



6. City Tour for the Student Ambassador Program
7. Any other trip as approved by the City's Administration.

1.4.6 REPORTING AND RECORDKEEPING REQUIREMENTS

1.4.6(A) General

- A. **Contractor's Funding Responsibility:** Contractor will be responsible for any lost state or county funds resulting from the program not being in compliance due to the contractor or contractor's employees not properly following any applicable requirements.
- B. **Reporting and Recordkeeping:** The City receives funding from the State and County for Transportation Services. In order to comply with the requirements needed to receive this funding, the Contractor will be responsible for reporting and record keeping.
- C. **Transmission of Reports:** All reports shall be transmitted to the City, or the City shall be copied on any reports that are transmitted to any other entities related to funding, as determined by the City.

1.4.6(B) Charter School Transportation

- A. **Florida Education Finance Program:** Contractor must accurately prepare all documents required and associated with student transportation and submit them to each school, and/or the appropriate entity including but not limited to the Broward County of the State of Florida, in a timely manner for processing in order to comply with the Florida Education Finance Program (FEFP). Additional data, as requested by the City, shall be compiled by the Contractor and submitted to the City, upon the City's request.
- B. **Student Transportation Survey Information:** The contractor shall be responsible for generating ridership reports and providing them to the sponsoring school district for the Charter schools with students who are eligible and reported for Florida Education Finance Program transportation funding. The survey periods and reporting deadlines shall be established by the Florida Department of Education (FLDOE). The sponsoring school district will include these students in the survey data submitted to the FLDOE. The Contractor shall contact the transportation director in the applicable sponsoring school district prior to the survey regarding the district's reporting process and procedures and ensure compliance with the districts process and procedures.

1.4.6(C) Community Bus Services



- A. **Reports:** Contractor shall maintain complete and accurate records of all Community Bus Services provided. Contractor shall supply reports in compliance with the schedule and requirements set forth by any applicable agencies, including Broward County.

1.4.6(D) Senior Transportation Program

- A. **Client Information and Registration Tracking System (CIRTS):** Contractor must maintain records of confirmed daily riders. The clients are entered monthly into the States Database, Client Information and Registration Tracking System (CIRTS), and then a Monthly Units report is generated.
- B. **Unit Cost Methodology Report:** This semi-annual report compiles all expenses related to the Senior Transportation Program, and is due in June and December.

1.4.7 OTHER GENERAL REQUIREMENTS

1.4.7(A) General

- A. **Live Telephone Answering Services:** The Contractor must have a live telephone answering service in place to receive phone calls.
- B. **Text Telephone (TTY) Number:** The Contractor shall at all times have and maintain a proper working Text Telephone (TTY) number. This allows people who are deaf, hard of hearing, or speech-impaired use the telephone to communicate, by allowing them to type messages back and forth to one another instead of talking and listening.
- C. **Communication with Drivers:** All vehicles used by the Contractor must be equipped with an electronic communication device capable of maintaining contact with the central dispatcher while in route.
- D. **Accidents:** All accidents shall be reported immediately to the Police Department and the City of Pembroke Pines designated Project Manager.
- E. **Laws, Rules, Regulations and Guidelines:** Contractor shall comply with any applicable laws, rules, regulations and guidelines set forth by any federal, state, and local agencies including, but not limited to, the Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County (Including the School Board, Transit Division, Areawide Council on Aging of Broward County, Inc.).
- F. **Non-Discrimination on the Basis of Disability:** Contractor while providing Services shall comply with all applicable laws and regulations relating to



nondiscrimination on the basis of disability, including, but not limited to the following:

1. 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.
2. 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.
3. 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.

To the extent that any terms in this RFP are inconsistent with the ADA, the requirements of the ADA shall control.

G. Vehicle Compliance: Contractor shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations; including but not limited to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicle(s). Contractor shall utilize every practicable safeguard so as to minimize the discharge of pollutants. Contractor shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided.

H. Tipping Signs: No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.

I. Vehicle Number: All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

1. Above or beside the passenger entrance door(s).
2. On the exterior rear of the vehicle.
3. On the exterior front of the vehicle.
4. On the interior of the vehicle above the front windshield.

J. Vision: Vision shall be unobstructed on all four (4) sides of the vehicle(s).



- K. **GPS & Ridership Tracking Equipment:** The vehicles do not currently have a GPS system, however the City may install a GPS system on each vehicle along with the ability for parents to track school buses via their phones, and the public to track shuttle buses via their phones. In addition, the system may be coupled with a system that can track the riders as they enter and leave the buses.
- L. **Advertisements:** Contractor shall not place advertisements of any kind or nature on any vehicle(s) without the prior written approval of the City. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Advertising, if allowed by the City on any vehicle, shall not obstruct the driver's view and shall not obstruct the vehicle's top lights or other lights.

1.4.7(B) Community Bus Services

- A. **Minimum Required Passengers:** The City must maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period. A Revenue Service Hour is the time when a vehicle(s) is available to the general public, and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing. Contractor shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify the City of possible conditions or remedies which are needed to address the reductions in passengers.
- B. **Emergency Transportation Service:** In addition to the scheduled Community Bus Service as set forth in the RFP, Contractor, upon direction of the City, 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 the City. Fares shall not be collected from passengers during Emergency Transportation Service.
- C. **Emergency Response Plan:** Contractor shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators



and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to the City thirty (30) days from the effective date of this Agreement.

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

1.4.8 MAINTENANCE & INSPECTION

1.4.8(A) General

A. Minimum Maintenance Standards: Contractor shall maintain all vehicles used for service, at a minimum, in accordance with the manufacturer's and state/local vehicle maintenance standards. Contractor shall maintain the vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition. Contractor shall be fully responsible for all maintenance and repair of vehicles, including, but not limited to, regularly scheduled routine maintenance, required inspections, and repairs.

B. Maintenance Process for Charter School Bus Operation: Contractor shall provide their own mechanics to maintain the Charter School Buses at the City's Maintenance Facility located next to the Transportation Office at 901 Poinciana Drive, Pembroke Pines, FL 33025.

C. Maintenance Process for Shuttle Bus Operations: The buses are currently maintained through the City's Fleet Maintenance Contract with Vera-Williamson Investments, Inc. dba Vera Cadillac Buick GMC or other vendors on an as-needed basis. The awarded vendor shall coordinate with the City on the best methods on maintaining the Shuttle Buses.

D. Maintenance & Inspection Records: Contractor shall keep records of vehicle maintenance and inspections to document proper and efficient operation of the program. These records shall be made available to City as needed.

E. Daily Safety Inspections: Contractor shall ensure that daily safety inspections are performed on each vehicle and piece of equipment utilized in the performance of Agreement prior to use thereof.



F. **Preventative Maintenance Schedule:** Contractor shall develop a preventive maintenance schedule, which shall be approved by the City prior to initiating service.

G. **Quarterly Inspections for Senior Transportation Program:** The Contractor is required to take the vehicles to Broward County for inspection every quarter. It is the responsibility of the Contractor to conduct a pre-inspection to ensure that the vehicle meets the County's inspection requirements.

1.5 PROPOSAL REQUIREMENTS

The <https://ppines.bonfirehub.com> website allows for vendors to complete, scan and upload their documents as part of the proposer's submittal on the website.

Prospective proposers interested in responding to this solicitation are requested to provide all of the information listed in this section. Submittals that do not respond completely to all of requirements specified herein may be considered non-responsive and eliminated from the process. Brevity and clarity are encouraged.

The Bonfire system utilizes "Questionnaires" to request the following information from prospective proposers.

1.5.1 Project Cost: Pricing Sheet / Bid Tables (15 points)

1. The vendor must download the City's Pricing Sheet (**Attachment K: Pricing Submission Sheet - Labor Rates**) and provide their pricing by updating the yellow highlighted cells and uploading the document in excel format under the Pricing Sheet / Bid Tables section on the Bonfire website.

1.5.2 Questionnaires

Tab 1 - Experience and Ability (25 points):

The relative experience and qualification of each applicant's proposed team, with respect to the project scope, will be judged and a relative rating assigned. This parameter expresses the general and specific project-related capability of the team and indicates the adequate depth and abilities of the organization which it can draw upon as needed. This will include management, technical, and support staff.

1. Explain your firm's interest in working on this project, a positive commitment to perform the required work and a description of the firm.
2. Describe the size of your firm.
3. Describe your firm's financial history, strength and stability.
4. Describe your firm's range of activities.



5. Describe the specialized experience and technical competence of the firm with respect to working on:
 - a. School Transportation Services
 - b. Community Bus Services
 - c. Senior Transportation Services
6. How has your firm demonstrated adaptability to diverse service models, especially considering the unique requirements of educational transportation, senior shuttles, and community services?
7. Do you have a minimum of five (5) years of experience with similar School and Shuttle Bus Transportation Services? Please provide proof of such experience.
8. The firm or person's must provide information on their proximity to and familiarity with the area in which the project is located.
9. Explain the availability and access to the firm's top level management personnel.
10. Please describe the past record of performance of the firm or person with respect to accessibility to clients, ability to meet schedules, communication and coordination skills.
11. List ongoing contracts/projects with their current status and projected termination dates.
12. What is your reputation compared to your peers in the market?
13. What is your reputation like among customers and how have you developed it?
14. How does your service differ from similar competitors'? How do you win and retain business?

Tab 2 - Previous Experience / References Form (12.5 points):

Provide specific examples of similar contracts for Transportation Services for School systems, Shuttle Bus for Seniors, and Community Service Bus transportation. Provide details on related projects (preferably where the team was the same). References should be from the last five years and should be capable of explaining and confirming your firm's capacity to successfully complete the scope of work outlined herein. As part of the proposal evaluation process, the City may conduct an investigation of references, including a record check or consumer affairs complaints. Proposers' submission of a proposal constitutes acknowledgment of the process and consent to investigate. The City is the sole judge in determining Proposers qualifications.

In regards to the References Form portion, you will have the ability to enter information for 5 different references including the Reference Contact Information and the specific Project Information.

In addition, **do not provide City of Pembroke Pines projects as any of your references and do not utilize any current City of Pembroke Pines employees as reference contacts.**



1. Previous Experience:

- a. How many clients have you provided Services for?
- b. What similar or related projects have you worked on within the past five years?
- c. What challenges did you face and how did you overcome them?
- d. How many of your clients are repeat clients?
- e. How long have you maintained relationships with your clients, and can you share insights into the nature of the collaboration over time?
- f. How much of your revenue is derived from managing projects similar to ours?
- g. Can you share instances where issues or challenges arose during previous projects, and how your firm addressed and resolved these issues to ensure a successful outcome?
- h. Highlight key success stories and achievements from your firm's experience in managing transportation services, showcasing positive outcomes and satisfied clients.
- i. How would your clients assess your firm's transparency in financial matters, such as billing processes, adherence to budgets, and overall fiscal responsibility?

2. References Form: Please provide references for your Services.

a. References Contact Information

- i. Name of Firm, City, County or Agency
- ii. Address
- iii. Contact Name
- iv. Contact Title
- v. Contact E-mail Address
- vi. Contact Telephone #

b. Project Information

- i. Name of Contractor Performing the work
- ii. Name and location of the project
- iii. Nature of the firm's responsibility on the project
- iv. Project duration
- v. Completion (Anticipated) Date
- vi. Size of project
- vii. Cost of project
- viii. Work for which staff was responsible

Tab 3 – Staffing and Training (20 points):

Address the critical role of qualified personnel and robust training programs.

1. Key Personnel Qualifications:



- a. Identify the contact person and supervisory personnel who will work on the projects.
- b. Provide summaries of key persons to be assigned to the project with emphasis on their qualifications and experience with similar work. Summaries should list qualifications, including education, experience, honors and awards received, and professional associations of which the firm and/or its personnel are members.
2. **Driver Qualifications:**
 - a. What criteria do you use for hiring and retaining drivers? Include details on driver qualifications, experience, and any ongoing training programs.
3. **Management Structure:**
 - a. Outline the management structure for overseeing transportation services. Specify roles and responsibilities at various levels within your organization.
4. **Staffing:**
 - a. Describe Proposer's ability to satisfy all of the personnel qualifications. If Proposer cannot currently meet the requirements, explain how Proposer will attain the required key personnel. Key personnel includes all partners, project manager, and other key professional staff, such as a dispatcher, drivers, etc. that will perform work and/or services in this project.
 - b. Include Proposer's assurance that the key personnel described in its proposal shall be available to perform the services described, and that the Proposer has sufficient reserve personnel to adequately perform the services described in the event of illness, accident, or other unforeseeable events of a similar nature. Describe Proposer's approach to ensure the availability of personnel at all times, including Proposer's contingency plan, if any.
5. **Staffing Flexibility:**
 - a. How does your firm manage staffing levels to accommodate fluctuations in demand or unexpected circumstances, ensuring a responsive and reliable service?
6. **Continuing Education Programs:**
 - a. Describe any continuing education or professional development programs in place for staff, with a focus on keeping them updated on industry best practices and evolving transportation technologies.
7. **Customer Service Training:**
 - a. How do you train staff, especially drivers, in customer service skills to ensure a positive and respectful interaction with passengers and the community, while avoiding misconduct?
8. **State Certified Classroom Instruction & Behind-the-Wheel Trainers:**
 - a. Please identify any existing staff that would be assigned to this contract that are State Certified Classroom Instruction and Behind-the-Wheel Trainers.
 - b. If you don't currently have staff that are State Certified Classroom Instruction and Behind-the-Wheel Trainers, please identify the method in which you plan on utilizing to provide the necessary training to drivers.



9. Safety Training Programs:

- a. Provide details on safety training programs for both drivers and support staff, emphasizing protocols for emergency situations and preventive measures. Note – Please upload a copy of the proposer's current training manual describing **(See section 1.5.4 for additional information)** describing Proposer's training on new and revised procedures. The information shall include but not limited to the following elements:
 - i. Training program: number of hours and training curriculum
 - ii. Training of newly hired drivers
 - iii. Continuing education/training
 - iv. In-service training/on the job training
 - v. Training resources
 - vi. Training instructors

10. Employee Satisfaction Measures:

- a. Share strategies for measuring and enhancing employee satisfaction within your organization, emphasizing its impact on service quality.

11. Recruitment Policy:

- a. State Proposer's recruitment policy, procedures, methods and resources utilized for recruiting personnel, including conducting background investigations, verification of applicant's employment history, criminal and civil background checks, etc.

- b. Describe the proposer's ability to recruit personnel.

12. Turnover Rate and Retention Procedures:

- a. Describe the Proposer's turnover rate and retention procedures implemented by the Proposer.

13. Employee Benefit Plan:

- a. Describe the proposer's employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract. Note – Please upload a copy of the plan **(See section 1.5.4 for additional information)**.

Tab 4 - Firm's Understanding and Approach to the Work (25 points):

The understanding that the applicant and consultants demonstrate as to the requirements and needs of the project, including an evaluation of the thoroughness demonstrated in analyzing and investigating the scope of the project.

1. Statement of Understanding:

- a. Provide a narrative statement demonstrating an understanding of the overall intent of this solicitation, as well as the methods used to complete assigned tasks.
- b. Please clearly describe all aspects of the project proposed.
- c. Include details of your approach and work plans.

2. Quality Assurance Plan:



- a. Describe Proposer's process and role of Proposer's key staff in developing, implementing and maintaining the Proposer's Quality Assurance Plan. Outline Proposer's plan to remediate performance deficiencies.
- b. How do you ensure the quality and safety of your services?
- c. What criteria do you use to measure your quality?
- d. How often do you find mistakes or errors in your work and what is done to correct these errors, and what is the average correction time?

3. **Service Customization:**
 - a. How will your firm customize transportation services to meet the specific needs of the City's Charter School system, Shuttle Bus for Seniors, and Community Service Bus? Provide a detailed plan for each.
4. **Routing and Scheduling Optimization:**
 - a. Explain how your firm plans to optimize routing and scheduling to ensure timely and efficient transportation services. Highlight any algorithms or tools used for this purpose.
5. **Data Analytics for Performance Monitoring:**
 - a. How do you utilize data analytics to monitor the performance of transportation services? Provide examples of key performance indicators (KPIs) and how they contribute to continuous improvement.
6. **Maintenance Management System:**
 - a. Detail the maintenance management system that you plan to utilize for the Charter School Bus Program ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.
 - b. Detail the maintenance management system that you plan to utilize for both the Shuttle Bus Programs ensuring reliability and minimizing downtime. Include preventive maintenance measures and scheduling.
 - c. What feedback have you received from clients regarding the overall quality of maintenance services provided, including factors like safety, efficiency, and customer satisfaction?
7. **Fuel Efficiency Measures:**
 - a. Explain measures that would be taken to enhance fuel efficiency to minimize fuel consumption and reduce environmental impact.
8. **Emergency Response Protocols:**
 - a. Outline the emergency response protocols your firm has in place for various scenarios, ensuring the safety and well-being of passengers and community members.
9. **Incident Reporting and Analysis:**
 - a. How do you handle incident reporting and analysis? Provide information on how your firm investigates and learns from safety incidents to continuously improve services.
10. **Accessibility for Vulnerable Populations:**
 - a. Describe measures taken to ensure the safety and accessibility of transportation services for vulnerable populations, such as seniors or individuals with disabilities.
11. **Safety Standards:**



- a. Detail the safety standards and protocols implemented to ensure the well-being of passengers, drivers, and the community. Include any certifications or safety initiatives your firm follows.
- b. How often do the vehicles and/or drivers get into accidents, and what is done to address these issues?

12. Regular Safety Audits:

- a. How often does your firm conduct safety audits, and what are the key components of these audits to ensure ongoing compliance with safety standards?

13. Adaptability to Changing Demands:

- a. How does your management plan accommodate fluctuations in service demand or unexpected changes, ensuring flexibility and responsiveness to the City's needs?

14. Regulatory Compliance:

- a. How does your firm ensure compliance with local, state, and federal regulations in transportation services? Share experiences in navigating regulatory requirements.

15. Contractual Compliance:

- a. How does your firm ensure compliance with contractual obligations, and what measures are in place to address any potential breaches or discrepancies?

16. Ethical Business Practices:

- a. How does your firm promote and enforce ethical business practices within the organization, ensuring transparency, integrity, and responsible conduct?

17. Readiness and Timeline:

- a. Describe Proposer's ability and readiness to begin providing services as requested herein, assuming a start date of **June 1st, 2024**.
- b. Identify if the proposer anticipates a need to hire additional staff, implement new training schedule, etc., to provide services under this contract. Proposer should include a time-line to get this accomplished.

18. Concerns:

- a. Identify any issues or concerns of significance that may be appropriate.

19. Proposal Effectiveness:

- a. A brief statement must be included which explains why your proposal would be the most effective and beneficial to the City of Pembroke Pines.

1.5.3 Other Completed Questionnaires

- 1. Contact Information Form**
- 2. Proposer's Background Information**
- 3. Vendor Registration Checklist**



1.5.4 Other Completed Documents

- 1. Attachment A: Non-Collusive Affidavit**
- 2. Employee Benefit Plan**
 - a. Provide a copy of your employee benefit plan, including what health benefits, insurance, retirement plans, paid time off, etc. that the proposer provides to their employees covered under this contract.
- 3. Current Training Program Manual**
 - a. Provide a copy of the proposer's current training manual describing Proposer's process for providing and conducting training on new and revised procedures. Note – The information shall include, but shall not be limited to the following elements:
 - i. Training program: number of hours and training curriculum
 - ii. Training of newly hired drivers
 - iii. Continuing education/training
 - iv. In-service training/on the job training
 - v. Training resources
 - vi. Training instructors

1.5.5 Optional Documentation

- 1. Trade Secrets:**
 - a. The Proposer's response to this solicitation is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this solicitation and the Contract to be executed for this solicitation, subject to the provisions of Chapter 119.07 of the Florida Statutes.
 - b. Any language contained in the Proposer's response to the solicitation purporting to require confidentiality of any portion of the Proposer's response to the solicitation, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The



City shall be the final arbiter of whether any information contained in the Proposer's response to the solicitation constitutes a Trade Secret.

- c. EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE SOLICITATION AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE SOLICITATION OR ANY PART THEREOF AS COPYRIGHTED. ALL DOCUMENTS THAT THE FIRM PURPORTS TO BE CONFIDENTIAL, PROPRIETARY OR A TRADE SECRET SHALL BE UPLOADED TO THE BONFIRE WEBSITE AS A SEPARATE ATTACHMENT, IN THIS SECTION, CLEARLY IDENTIFYING THE EXEMPTION BEING CLAIMED UNDER FLORIDA STATUTES 119.07.
- d. The city's determination of whether an exemption applies shall be final, and the proposer agrees to defend, indemnify, and hold harmless the city and the city's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records.

2. Financial Statements:

- a. The City is not requesting the vendor to submit any financial statements for this project and prefers if the vendor does not submit financial statements. In addition, if the City needs a copy of the vendor's financial statements, the City can contact the vendor after the bid due date to request those documents. However, if the vendor does submit the financial statements, they should be uploaded in this section.
- b. Any claim of confidentiality on financial statements must be asserted at the time of submittal. The firm must identify the specific statute that authorizes the exemption from the Public Records Law. Please note that the financial statement exemption provided for in Section 119.071(1)c, Florida Statutes only applies to submittals in response to a solicitation for a "public works" project.

3. Additional Information:

- a. Please provide any additional information that you deem necessary to complete your proposal in this section, if it has not been requested in another section.

1.6 VENDOR REGISTRATION DOCUMENTS



The <https://ppines.bonfirehub.com/> website will allow vendors to update their information and documents on an as-needed basis. This process is intended to make the bidding process easier for vendors that bid on multiple City projects. This process will allow vendors to complete and submit the following standard forms and documents at any time prior to bidding on a project. In addition, the vendors will be able to utilize these same forms without the need to re-fill and re-submit the forms each time they bid on a City project. In the event that the City does not have one of the forms or documents listed below for your company, the City may reach out to your company after the bid has closed to obtain the document(s).

Furthermore, please make sure to update this information on an as-needed basis so that all pertinent information is accurate, such as local business tax receipts, and any other relevant information.

The following documents can be completed prior to the bidding process through the <https://ppines.bonfirehub.com/> website and do not need to be attached to your submittal as the Bonfire website will automatically include it.

1.6.1 Vendor Information Form

1.6.2 Form W-9 (Rev. October 2018)

- a. Previously dated versions of this form will delay the processing of any payments to the selected vendor.

1.6.3 Company Profile Form

1.6.4 Sworn Statement on Public Entity Crimes Form

1.6.5 Equal Benefits Certification Form

1.6.6 Vendor Drug-Free Workplace Certification Form

1.6.7 Scrutinized Company Certification

1.6.8 E-Verify System Certification Statement

- a. Effective January 1, 2021, pursuant to Section 448.095. Florida Statutes, the City may not enter into a contract with a vendor/contractor/subcontractor unless that vendor/contractor/subcontractor is registered with and uses the E-Verify system administered by the U.S. Department of Homeland Security (“DHS”).
- b. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract.



1.6.9 Veteran Owned Small Business Preference Certification

- a. If claiming Veteran Owned Small Business Preference Certification, business must attach the “Determination Letter” from the United States Department of Veteran Affairs Center for Verification and Evaluation notifying the business that they have been approved as a Veteran Owned Small Business (VOSB).
- b. The Veteran Owned Small Business Preference Certification form must be completed by/for the proposer; the proposer **WILL NOT** qualify for Veteran Owned Small Business Preference based on their sub-contractors’ qualifications.

1.6.10 Local Business Tax Receipts

1.6.11 Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters for Expenditure of Federal Funds

a. Lobbying:

- i. As required by 7 CFR Part 3018, for persons entering into a contract, grant or cooperative agreement over **\$100,000** involving the expenditure of Federal funds, the Contractor must complete the **Certification Regarding Lobbying**.
- ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall also complete and submit the **Standard Form - LLL, “Disclosure Form to Report Lobbying,”** in accordance with its instructions.

b. Debarment, Suspension and Other Responsibility Matters:

- i. Where the Contractor is unable to certify to any of the statements in the certification for **Debarment, Suspension and Other Responsibility Matters**, he or she shall **provide an explanation**.

1.6.12 Minority-Owned Business Enterprise

1.6.13 Woman-Owned Business Enterprise

1.6.14 HUBZone-Certified Small Businesses / Labor Surplus Area Firms



1.7 EVALUATION OF PROPOSALS & PROCESS OF SELECTION

- A. Staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in this solicitation. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**
- B. The City will convene an Evaluation Committee and brief its members on the scope of the project and the services required. The Evaluation Committee will evaluate proposals based on the following criteria:

Criteria	Points
Project Cost	15 points
Experience and Ability	25 points
Previous Experience / References Form	12.5 points
Staffing and Training	20 points
Firm's Understanding and Approach to the Work	25 points
Veteran Owned Small Business Preference*	2.5 points
Total Points	100 points

**Please note that Veteran Owned Small Business (VOSB) is used to evaluate the submittals received from proposers and are assigned point totals, a preference of two and a half (2.5) points of the total evaluation point shall be given to the Veteran Owned Small Businesses. Vendors must submit the attached Veteran Owned Small Business Preference Certification Form in order to qualify for these evaluation points.*

All other vendors shall receive zero (0) points.

- C. The Evaluation Committee shall have the option to short-list the proposers based on the criteria listed above. In addition, the Evaluation Committee may schedule a meeting for the firms to make presentations and answer questions of clarification as part of its evaluation. As part of this process, the firms shall have officials of the appropriate management level present and representing the firm. The project manager should be available. The firm shall be prepared to present an overall briefing regarding the manner in which the contractual obligations will be accomplished. Please note that this does not limit the Evaluation Committee from utilizing other options that maybe available to the Committee.
- D. The Evaluation Committee will make a recommendation to the City Commission for award of contract. The contract shall be awarded to the most responsive/responsible proposer(s) whose proposal is determined to be the most advantageous to the City taking into consideration the evaluation criteria.



1.7.1 SCORING FOR PROJECT COST CRITERIA

The Evaluation Committee will utilize the following when calculating the weighted score of each vendor related to the **Project Cost** criteria.

The **Lowest Project Cost Proposal** will be divided by **Proposer “X” Cost Proposal** times the **Maximum Available Points for the Pricing Criteria** = **Proposer “X” Cost Score**.

Example:

Firm “A” cost proposal is \$10,000 and is the lowest cost proposal
Firm “B” cost proposal is \$15,000
Firm “C” cost proposal is \$20,000

Maximum Points Available for the “Project Cost” criteria: 25

Calculation:

Firm “A”: Lowest price and receives 25 points
Firm “B”: $\$10,000/\$15,000 \times 25$ points = 16.67 points
Firm “C”: $\$10,000/\$20,000 \times 25$ points = 12.50 points

1.8 TENTATIVE SCHEDULE OF EVENTS

Event	Time &/or Date
Issuance of Solicitation (Posting Date)	December 12, 2023
Non-Mandatory Pre-Bid Meeting	9:00 a.m. on January 4, 2024
Question Due Date	January 9, 2024
Anticipated Date of Issuance for the Addenda with Questions and Answers	January 15, 2024
Proposals will be accepted until	2:00 p.m. on January 23, 2024
Proposals will be opened at	2:30 p.m. on January 23, 2024
Evaluation of Proposals by Staff	February 2024
Recommendation of Contractor to City Commission award	March 20, 2024

1.8.1 NON-MANDATORY PRE-BID MEETING / SITE VISIT

There will be a non-mandatory scheduled pre-bid meeting on **January 4, 2024 at 9:00 a.m.** Meeting location will be at the Public Services Building, Large Conference Room, located at 8300 S. Palm Drive, Pembroke Pines, FL 33025. After the initial portion of the non-mandatory meeting, the group will go to the Bus Depot Facility. Note - Contractors may be required to sign in at any of the meetings to show proof of attendance.

1.9 SUBMISSION REQUIREMENTS



Bids/proposals **must be submitted electronically** at <https://ppines.bonfirehub.com/> on or before 2:00 p.m. on January 23, 2024.

Please note vendors should be registered on Bonfire under the name of the organization that they are operating as and it should match the organization name on the documents that they are submitting and utilizing when responding to the solicitation.

In addition, the vendor must complete any questionnaires on the <https://ppines.bonfirehub.com/> website and provide any additional information requested throughout this solicitation. Any additional information requested in the solicitation should be scanned and uploaded.

The City recommends for proposers to submit their proposals as soon as they are ready to do so. Please allow ample time to submit your proposals on the <https://ppines.bonfirehub.com/> website. Proposals may be modified or withdrawn prior to the deadline for submitting Proposals. Bonfire Support is happy to help you with submitting your proposal and to ensure that you are submitting your proposals correctly, but we ask that you contact Support@GoBonfire.com with ample time before the bid closing date and time.

PLEASE DO NOT SUBMIT ANY PROPOSALS VIA MAIL, E-MAIL OR FAX.

1.10 FREQUENTLY ASKED QUESTIONS (FAQs)

1.10.1 GENERAL QUESTIONS

Question # 1	Does Section 13(c)/5333(b) apply to this contract?
Answer	No.

1.10.2 INSURANCE QUESTIONS

Question # 1	Would the City consider removing the requirement for "Professional Liability/Errors & Omissions Insurance"?
Answer	No, this is required.

Question # 2	The existing contractor currently provides insurance to their employees and it is my understanding that the total payroll is reimbursable, can you provide us with the cost for the health insurance for each employee?
Answer	That is correct, under the current contract the total payroll is reimbursable, however the proposer should determine their own



	costs to provide wages and benefits, including health insurance, to their employees. In addition, the proposer should determine their own employee benefit plans and structure.
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1.10.3 FUEL

Question # 1	Is fuel provided by the city for the vehicles?
Answer	Yes, fuel will be provided by the City from the City's existing Fueling tanks located adjacent to the Bus Depot.

Question # 2	It is my understanding that Broward County who provides the Community Buses has announced that all replacement vehicles in the future will have dedicated only Propane Vehicles. Will the City of Pembroke Pines have a Propane Facility in order to fuel these vehicles in the near future?
Answer	The City does not currently have a Propane Facility to fuel vehicles. However, the City is exploring the ability and cost to install a propane fueling facility.

1.10.4 COMMUNITY BUS SERVICES – PEAK NUMBER OF VEHICLES USED

Question # 1	Please provide the peak number of vehicles used to operate each route for the Community Bus Service.
Answer	Green Route - 2. Gold Route - 3. Blue Route - 2.

1.10.5 COMMUNITY BUS SERVICES - RIDERSHIP

Question # 1	What is the annual ridership for the Community Shuttle Program?
Answer	150,484

1.10.6 COMMUNITY BUS SERVICES – STOP ANNUNCIATORS

Question # 1	Do the provided Community Bus Service coaches have stop annunciators?
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Answer	Drivers announce major stops and intersections using the P/A system.

1.10.7 AUTOMATIC BUS WASHER

Question # 1	Please indicate whether there is an automatic bus washer at the City provided facility.
Answer	No, the City does not have an automatic bus washer at the City facilities.

1.10.8 VEHICLE CAMERAS & CHILD SAFETY ALARM

Question # 1	Are the current fleet of School Buses equipped with the required cameras and Child Safety Alarm?
Answer	The City owned school buses are currently equipped with the required cameras and Child Safety Alarm. Child check mate is the Child Safety System which is currently used.

1.10.9 SPARE VEHICLES

Question # 1	How many spare vehicles are there in your fleet?
Answer	In the event that buses are out of service for repair or inspection, during peak times, the City generally has approximately fifteen spare Charter School Buses and twelve Shuttle Buses. For the Community Bus Service Program, the County will provide loaner buses, if available, in the event that a bus is down for repair, etc.

1.10.10 CHARTER SCHOOL TRANSPORTATION – ROUTES

Question # 1	Please confirm the current method of routing used for the charter school bus program. Is an electronic routing package used?
Answer	The current contractor has not previously utilized an electronic routing package for the Charter School Bus Program, and currently creates routes manually. However, the current contractor recently started the process to implement the “Transfinder” School Bus Routing Software. In addition, the City and Contractor are also



	working to implement the Reaxium School Bus and Student Tracker system.
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1.10.11 SCHOOL TRANSPORTATION – ON BUS ATTENDANTS

Question # 1	Does your Charter School Transportation Program require any additional employee on the buses besides the bus driver? For example, some schools have attendants, matrons, aides, etc. that are on the bus during pupil transportation.
Answer	No.

1.10.12 SENIOR TRANSPORTATION DISPATCH/SCHEDULING

Question # 1	Regarding Senior Transportation Services: Is the Contractor responsible for eligibility determination? Does the Contractor have responsibility for reservations? Is there a scheduling and dispatch software currently in use? If so, does the City own the licenses for this software? Will licenses for this software be provided to the Contractor? In the alternative, will the City/County be willing to accept a proposal including a different dispatch and scheduling software program?
Answer	Yes, the Senior Transportation program requires use of contractual guidelines to determine eligibility of clients. Contractor is responsible for making reservations, scheduling trips, and performing dispatching duties. Scheduling/Dispatching software currently in use is Easy Rides software. City currently pays for annual maintenance/licenses.

1.10.13 BROWARD COUNTY TRAINING

Question # 1	Please provide the required number of County-provided training and safety meetings for all employees, along with the number of hours each employee will have to attend the County's training program.
Answer	The requirements may fluctuate based on requirements from the County, therefore proposer should confirm with the County.



1.10.14 LABOR UNION

Question # 1	Are the employees represented by a Union?
Answer	No, the current employees are not part of a labor union.

1.10.15 CHARTER SCHOOL OPERATIONAL HOURS

Question # 1	Please provide the number for days that each charter school operates. Please provide the average hours for each driver to operate the AM and PM service for each charter school.
Answer	The City of Pembroke Pines follows the School Board of Broward County's School Calendar. Charter School operates 180 school days, and the rest of the schedule is dependent on trips. The drivers average 7.5 hours daily. The office is open every day except for weekends. The hours of operation are generally from 5:30 AM to 9:00 AM and from 1:00 PM to 5:00 PM, but it also depends on route time. Please see attachment J “Charter School General Bus Schedule” for additional information. In addition, there may be school sponsored activities that may happen outside of the normal operating hours.

1.10.16 LIVING WAGE ORDINANCE

Question # 1	Does the City have a living wage ordinance? In addition, would Broward County's living wage ordinance apply to this contract?
Answer	The City does not have a living wage ordinance, and Broward County's living wage ordinance would not apply to these services.

1.10.17 UPGRADES & ENHANCEMENTS

Question # 1	Will the contractor be able to propose upgrades or other solutions in lieu of existing systems?
Answer	Yes.

1.10.18 SERVICE DAYS



Question # 1	Please provide the total number of days of service for the different services.
Answer	<p>The Charter School Transportation operates for approximately 180 school days per year, this includes the typical Broward County School Calendar days and field trips on weekends. There are also field trips during the winter break, spring break, and summer break.</p> <p>Community Bus Services - Green Route & Gold Routes - Operates Monday through Saturday. Assuming that there are 52 weeks per year, there would be approximately 312 days of operation, not including days off for holidays.</p> <p>Community Bus Services – Blue Route - Operates Tuesdays, Wednesdays, and Fridays. Assuming that there are 52 weeks per year, there would be approximately 156 days of operation, not including days off for holidays.</p> <p>The Senior Transportation Program - Operates Monday through Friday. Assuming that there are 52 weeks per year, there would be approximately 260 days of operation, not including days off for holidays.</p>

1.10.19 STAFFING

Question # 1	Can the contractor provide its own call center staff (dispatch, scheduling, coordinator) in a shared work / call center environment?
Answer	Yes, however the contractor must also have a bi-lingual scheduler, at the South West Focal Point Senior Center, that will need to be able to speak English and Spanish and must be staffed from 7:00 am to 5:00 pm on Monday through Friday, as stated in the RFP.



City of Pembroke Pines

CONTRACTUAL SERVICES AGREEMENT FOR
OPERATION AND MANAGEMENT OF TRANSPORTATION SERVICES
BETWEEN THE CITY OF PEMBROKE PINES
AND {---Company Name---}

THIS IS AN AGREEMENT ("Agreement"), dated _____, by and between:

CITY OF PEMBROKE PINES, a municipal corporation of the State of Florida with a business address of **601 City Center Way, Pembroke Pines, Florida 33025** (hereinafter referred to as the "CITY")

and

{---Company Name---}, {---Corporation Type---}, as listed with the Florida Division of Corporations, authorized to do business in the State of Florida, and with a business address of **{---Street1---}{---Street2---}, {---City---}, {---State/Province---} {---Postal Code---}** (hereinafter referred to as the "CONTRACTOR"). CITY and CONTRACTOR may hereinafter be referred to collectively as the "Parties."

W I T N E S S E T H:

In consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1
PREAMBLE

In order to establish the background, context and form of reference for this Agreement, and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow, and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

1.1 On **{---Solicitation Advertisement Date---}**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide **{---Solicitation Service Description---}** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

{---Solicitation Type Abbreviation---} # {---Solicitation Number---}
"{---Solicitation Title---}"

1.2 On **{---Bid Opening Date---}**, the bids were opened at the offices of the City Clerk.



1.3 On _____, the CITY Commission awarded the bid to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into an agreement with CONTRACTOR to render the services more particularly described herein below.

1.4 Negotiations pertaining to the services to be performed by the CONTRACTOR were undertaken and this Agreement incorporates the results of such negotiation.

ARTICLE 2 **SERVICES AND RESPONSIBILITIES**

2.1 CONTRACTOR hereby agrees to perform the services for the **{--Solicitation Service Description--}**, at location address ("Property") as more particularly described in and in accordance with the CITY's "**{--Solicitation Type Abbreviation--} # {--Solicitation Number--}**", attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**. CONTRACTOR agrees to perform all services required pursuant to this Agreement, the Sealed Bid Package, Addenda to this Agreement, and Commission award complete with proposal form.

2.2 CONTRACTOR shall furnish all services, labor, equipment, and materials necessary and as may be required in the performance of this Agreement, except as otherwise specifically provided for herein, and all work performed under this Agreement shall be done in a professional manner.

2.3 All drivers must meet the minimum requirements set forth in **Exhibit "A"**. CONTRACTOR shall ensure that daily safety inspections are performed on each vehicle and piece of equipment utilized in the performance of this Agreement prior to use thereof. CONTRACTOR shall further ensure that all vehicles comply with the most current State of Florida Department of Education, School Bus Safety Inspection Manual, Florida Department of Highway Safety and Motor Vehicles, Florida Department of Transportation, Broward County, including the School Board, Transit Division and Areawide Council on Aging of Broward County, Inc., the Jessica Lunsford Act, when applicable.

2.4 CONTRACTOR shall maintain a full-time mechanic possessing a current and valid State of Florida School Bus Safety Inspection Certificate. A copy of the mechanics Safety Inspection Certificate shall be furnished to CITY upon request.

2.5 CONTRACTOR shall, in addition to the Senior and Community transportation services, provide student transportation services for elementary, middle, and high school students in accordance with this Agreement. Door-to-door pickup service may be required in response to CITY's request. Transportation may also be required for other events. Rider safety is of paramount importance in the performance of all CONTRACTOR's transportation services through the term of this Agreement.

2.6 With regards to the Student Transportation Services. CONTRACTOR shall comply with all federal, state and local governmental regulations and guidelines for transportation of



passengers, including all Federal Vehicle Safety Standards and School Bus Specifications in effect the year the school bus was manufactured. CONTRACTOR shall also comply with any applicable Board of Education guidelines and regulations governing the transportation of passengers, seniors and students.

2.7 CONTRACTOR hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the services to be provided by CONTRACTOR pursuant to the terms of this Agreement. CONTRACTOR assumes professional and technical responsibility for performance of its services to be provided hereunder in accordance with recognized professional standards.

2.8 CONTRACTOR hereby represents to CITY that CONTRACTOR is properly licensed by the applicable federal, state, and local agencies to provide the services under this Agreement. Furthermore, CONTRACTOR agrees to maintain such licenses during the term of this Agreement. If CONTRACTOR's license is revoked, suspended, or terminated for any reason by any governmental agency, CONTRACTOR shall notify the CITY immediately.

2.9 CONTRACTOR shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to CONTRACTOR, its employees, agents or subcontractors, if any, with respect to the work and services described herein. A violation of any federal, state, or local law or regulation may be cause for breach, allowing the CITY to terminate this Agreement.

2.10 The CITY vehicle inventory is provided in **Exhibit "A"**, which is attached hereto and made a part hereof. This inventory may increase or decrease in the future due to fleet changes. CONTRACTOR shall maintain a sufficient vehicle inventory to perform the services provided in this Agreement at all times, and for this reason shall notify CITY within five (5) business days of any changes in the vehicle inventory. The vehicle inventory list within **Exhibit "A"** shall contain the following information on each vehicle:

Year of Manufacture
Model
Make
Vehicle Identification Number (VIN)
Bus Number
Capacity
Most Recent Inspection Date
Whether Vehicle is Wheelchair-Lift Accessible or Not

2.9 CONTRACTOR shall gain prior written approval from the CITY prior to engaging any subconsultants, subcontractors, or other professional associates to perform in connection with this Agreement. Any subcontract with a subcontractor or subconsultant shall afford to the CONTRACTOR rights against the subcontractor or subconsultant which correspond to those rights afforded to the CITY against the CONTRACTOR herein, including but not limited to those rights of



termination as set forth herein. No reimbursement shall be made to the CONTRACTOR for any subconsultants that have not been previously approved by the CITY for use by the CONTRACTOR.

ARTICLE 3 TERM AND TERMINATION

3.1 CONTRACTOR shall perform the **Operation and Management of Transportation Services** as identified in **Exhibit "A"** attached hereto and made part hereof, for an initial {---Initial Contract Length---} period commencing on «**Commencement Date**» and ending on «**Expiration Date**».

3.2 This Agreement may be renewed for {---Renewal Terms---} upon mutual consent of the Parties, evidenced by a written amendment to this Agreement extending the term thereof.

3.3 **Post Contractual Obligations.** In the event that the term of this agreement expires, the CONTRACTOR agrees to continue providing services, at the current rates, on a month-to-month basis until the CITY establishes a new contract for services.

3.4 **Termination for Convenience.** This Agreement may be terminated by CITY for convenience, upon providing {---Termination for Convenience---} of written notice to CONTRACTOR for such termination in which event CONTRACTOR shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated, CONTRACTOR shall indemnify CITY against loss pertaining to this termination.

3.5 **Default by CONTRACTOR.** In addition to all other remedies available to CITY, this Agreement shall be subject to cancellation by CITY for cause, should CONTRACTOR neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of **thirty (30) calendar days** after receipt by CONTRACTOR of written notice of such neglect or failure.

ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

4.1 The CITY shall make monthly payments to CONTRACTOR for services performed in accordance with **Exhibit "A"** and correctly invoiced.

4.2 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

4.3 **Method of Billing and Payment.** The CITY shall within thirty (30) calendar days, from the date the CITY approves the Application for Payment, pay the CONTRACTOR the amount approved by the CITY Administration.

Payment will be made to CONTRACTOR at:



{--Company Name--}
{--Payment Street 1--}, {--Payment Street 2--}
{--Payment City--}, {--Payment State/Province--} {--Payment Postal Code--}

ARTICLE 5 **CHANGES IN SCOPE OF WORK**

5.1 CITY or CONTRACTOR may request changes that would increase, decrease, or otherwise modify the Scope of Services, as described herein. These changes may affect the monthly compensation accordingly. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY, and must be contained in a written amendment, executed by the Parties hereto, with the same formality, equality and dignity herewith prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. In no event will the CONTRACTOR be compensated for any work which has not been described either herein or in a separate written agreement executed by the Parties hereto.

5.2 While requesting changes that would increase, decrease, or otherwise modify the scope of services CONTRACTOR shall continue work, however, in no event will CONTRACTOR be compensated for any work that has not been described either herein, in a purchase order, or separate written agreement executed by the parties hereto.

ARTICLE 6 **RESERVED**

ARTICLE 7 **INDEMNIFICATION**

7.1 CONTRACTOR shall indemnify and hold harmless the CITY, its officers, agents, assigns, employees, consultants, separate contractors, any of their subcontractors, and sub-subcontractors from and against claims, demands, or causes of action whatsoever, and the resulting losses, damages, costs and expenses, including but not limited to attorneys' fees, including paralegal expenses, liabilities, damages, orders, judgments, or decrees, sustained by the CITY arising out of or resulting from performance of this Agreement, the failure of CONTRACTOR to take out and maintain insurance as required under this Agreement, and any negligent act or omission of CONTRACTOR, its employees, agents, partners, principals, subcontractors, and officers. The CONTRACTOR shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon.

7.2 Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.



7.3 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR.

7.4 CONTRACTOR shall be liable for any accident, loss, injury or damages to persons and/or property arising out of and/or resulting from CONTRACTOR's performance of the work required by this Agreement.

7.5 Nothing contained herein is intended nor shall be construed to waive CITY's rights and immunities under the common law or Section 768.28, Florida Statutes, as may be amended from time to time.

ARTICLE 8

INSURANCE

8.1 CONTRACTOR expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein required.

8.2 CONTRACTOR AND ALL SUBCONTRACTORS, SHALL NOT BE ALLOWED TO commence work under this AGREEMENT until the Contractor has obtained all insurance required by this Insurance Section, including the purchase of a Policy of Insurance naming the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms must be agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines, nor shall any SUBCONTRACTOR be allowed to commence work under this AGREEMENT until the SUBCONTRACTOR complies with the Insurance requirements required by this Insurance Section, including the duty to purchase a Policy of Insurance which names the City of Pembroke Pines as an Additional Named Insured, which Insurance Policy and its terms are agreed to and approved in writing by the Risk Manager for the City of Pembroke Pines.

8.3 Certificates of Insurance, reflecting evidence of the required insurance, shall be filed with the CITY's Risk Manager prior to the commencement of this Agreement. Policies shall be issued by companies authorized to do business under the laws of the State of Florida. The insurance company shall be rated no less than "A" as to management (B" + is acceptable for Workers Compensation insurance), and no less than "Class VI" as to financial strength according to the latest edition of Best's Insurance Guide published by A.M. Best Company.

8.4 Certificates of Insurance shall provide for thirty (30) calendar days' prior written notice to the CITY in case of cancellation or material changes in the policy limits or coverage states. If the carrier cannot provide thirty (30) calendar days' notice of cancellation, either the CONTRACTOR or their Insurance Broker must agree to provide notice.



City of Pembroke Pines

8.5 Insurance shall be in force until all obligations required to be fulfilled under the terms of the Agreement are satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the CONTRACTOR shall furnish, at least forty-five (45) calendar days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the Agreement and extension thereunder is in effect. The CONTRACTOR shall neither commence nor continue to provide any services pursuant to this Agreement unless all required insurance remains in full force and effect. CONTRACTOR shall be liable to CITY for any lapses in service resulting from a gap in insurance coverage.

8.6 REQUIRED INSURANCE

CONTRACTOR shall be required to obtain all applicable insurance coverage, as indicated below, prior to commencing any work pursuant to this Agreement:

Yes No

✓ 8.6.1 Comprehensive General Liability Insurance written on an occurrence basis including, but not limited to: coverage for bodily injury and property damage, personal & advertising injury, products & completed operations, and contractual liability. Coverage must be written on an occurrence basis, with limits of liability no less than:

1. Each Occurrence Limit - \$1,000,000
2. Fire Damage Limit (Damage to rented premises) - \$100,000
3. Personal & Advertising Injury Limit - \$1,000,000
4. General Aggregate Limit - \$2,000,000
5. Products & Completed Operations Aggregate Limit - \$2,000,000

Products & Completed Operations Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

✓ 8.6.2 Workers' Compensation and Employers' Liability Insurance covering all employees, and/or volunteers of the CONTRACTOR engaged in the performance of the scope of work associated with this Agreement. In the case any work is sublet, the CONTRACTOR shall require the subcontractors similarly to provide Workers' Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. Coverage for the CONTRACTOR and all subcontractors shall be in accordance with applicable state and/or federal laws that may apply to Workers' Compensation Insurance with limits of liability no less than:

1. Workers' Compensation: Coverage A – Statutory
2. Employers Liability: Coverage B \$500,000 Each Accident
\$500,000 Disease – Policy Limit
\$500,000 Disease – Each Employee



City of Pembroke Pines

If CONTRACTOR claims to be exempt from this requirement, CONTRACTOR shall provide CITY proof of such exemption for CITY to exempt CONTRACTOR.

Yes No

8.6.3 Comprehensive Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the performance of work under this Agreement, with a combined single limit of liability for bodily injury and property damage no less than:

1. Any Auto (Symbol 1)
Combined Single Limit (Each Accident) - \$3,000,000
2. Hired Autos (Symbol 8)
Combined Single Limit (Each Accident) - \$3,000,000
3. Non-Owned Autos (Symbol 9)
Combined Single Limit (Each Accident) - \$3,000,000

If work under this Agreement includes transportation of hazardous materials, policy shall include pollution liability coverage equivalent to that provided by the latest version of the ISO pollution liability broadened endorsement for auto and the latest version of the ISO Motor Carrier Act endorsement, equivalents or broader language.

Yes No

8.6.3.1 If CONTRACTOR requests reduced limits under a Personal Auto Liability Policy and it is agreed to by the CITY, coverage shall include Bodily Injury limits of \$100,000 per person/\$300,000 per occurrence and Property Damage limits of \$300,000 per occurrence.

Yes No

8.6.4 Umbrella/Excess Liability Insurance in the amount of \$ _____ as determined appropriate by the CITY depending on the type of job and exposures contemplated. Coverage must be follow form of the General Liability, Auto Liability and Employer's Liability. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.5 Professional Liability/Errors & Omissions Insurance with a limit of liability no less than \$1,000,000 per wrongful or negligent act. This coverage shall be maintained for a period of no less than three (3) years after the delivery of goods/services final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY.

Yes No

8.6.6 Environmental/Pollution Liability insurance shall be required with a limit of no less than \$1,000,000 per wrongful act. Coverage shall include: CONTRACTOR's completed operations, sudden, accidental and gradual pollution conditions. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment pursuant to this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines**



must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.

Yes No

8.6.7 Cyber Liability including Network Security and Privacy Liability with a limit of liability no less than \$1,000,000 per loss. Coverage shall include liability arising from: theft, dissemination and/or use of confidential information stored or transmitted in electronic form, unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, and the introduction of a computer virus into, or otherwise causing damage to, a customer's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon. If vendor is collecting credit card information, it shall cover all PCI breach expenses. Coverage is to include the various state monitoring and state required remediation as well as meet the various state notification requirements. This coverage shall be maintained for a period of no less than the later of three (3) years after delivery of goods/services or final payment of the Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.8 Crime Coverage shall include employee dishonesty, forgery or alteration, and computer fraud in an amount of no less than \$1,000,000 per loss. If CONTRACTOR is physically located on CITY's premises, a third-party fidelity coverage extension shall apply.

Yes No

8.6.9 Garage Liability & Garage-keepers Legal Liability for those that manage parking lots for the CITY or service CITY vehicles. Coverage must be written on an occurrence basis, with limits of liability no less than \$1,000,000 per Occurrence, including products & completed operations. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services or final payment of this Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.10 Liquor Liability for those in the business of selling, serving or furnishing of any alcoholic beverages, whether licensed or not, shall carry a limit of liability of no less than \$1,000,000 per occurrence. Coverage shall be maintained for the later of three (3) years after the delivery of goods/services or final payment under the Agreement. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.11 Sexual Abuse & Molestation for any agreement involving a vulnerable population. Limits shall be no less than \$500,000 per occurrence. This coverage shall be maintained for a period of no less than the later of three (3) years after the delivery of goods/services



or final payment of this Agreement. Retroactive date, if any, to be no later than the first calendar day of service to the CITY. **The City of Pembroke Pines must be shown as an additional insured with respect to this coverage. The CITY's additional insured status shall extend to any coverage beyond the minimum limits of liability found herein.**

Yes No

8.6.12 Builder's Risk Insurance shall be "All Risk" for one hundred percent (100%) of the completed value of the project that is the subject of this Agreement with a deductible of not more than five percent (5%) for Named Windstorm and \$20,000 per claim for all other perils. The Builder's Risk Insurance shall include interests of the CITY, the CONTRACTOR and subcontractors of the project. The CONTRACTOR shall include a separate line item for all costs associated with the Builder's Risk Insurance Coverage for the project. The CITY reserves the right at its sole discretion to utilize the CONTRACTOR's Builder's Risk Insurance or for the CITY to purchase its own Builder's Risk Insurance for the Project. Prior to the CONTRACTOR purchasing the Builder's Risk insurance for the project, the CONTRACTOR shall allow the CITY the opportunity to analyze the CONTRACTOR's coverage and determine who shall purchase the coverage. Should the CITY utilize the CONTRACTOR's Builder's Risk Insurance, the CONTRACTOR shall be responsible for all deductibles. If the CITY chooses to purchase the Builder's Risk Coverage on the project, the CONTRACTOR shall provide the CITY with a change order deduct for all premiums and costs associated with the Builder's Risk insurance in their schedule. Should the CITY choose to utilize the CITY's Builder's Risk Program, the CITY shall be responsible for the Named Windstorm Deductible and the CONTRACTOR shall be responsible for the All Other Perils Deductible.

If and when 100% is not available or reasonable, the CITY Risk Manager is to make the determination as to what limits are appropriate for the given project.

Yes No

8.6.13 Other Insurance

8.7 REQUIRED ENDORSEMENTS

- 8.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 8.7.2 Waiver of all Rights of Subrogation against the CITY.
- 8.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 8.7.4 CONTRACTOR's policies shall be Primary & Non-Contributory.
- 8.7.5 All policies shall contain a "severability of interest" or "cross liability" clause without obligation for premium payment of the CITY.
- 8.7.6 The City of Pembroke Pines shall be named as a Loss Payee on all Property and/or Inland Marine Policies as their interest may appear.

8.8 Any and all insurance required of the CONTRACTOR pursuant to this Agreement must also be required by any subcontractor in the same limits and with all requirements as provided herein, including naming the CITY as an additional insured, in any work that is subcontracted unless such subcontractor is covered by the protection afforded by the CONTRACTOR and provided proof of



such coverage is provided to CITY. The CONTRACTOR and any subcontractors shall maintain such policies during the term of this Agreement.

8.9 The CITY reserves the right to require any other additional types of insurance coverage and/or higher limits of liability it deems necessary based on the nature of work being performed under this Agreement.

8.10 The insurance requirements specified in this Agreement are minimum requirements and in no way reduce any liability the CONTRACTOR has assumed in the indemnification/hold harmless section(s) of this Agreement.

ARTICLE 9

NON-DISCRIMINATION & EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Agreement, neither the CONTRACTOR nor any subcontractors shall discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. CONTRACTOR shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. CONTRACTOR further agrees that CONTRACTOR will ensure that subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

ARTICLE 10

INDEPENDENT CONTRACTOR

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers' Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of CONTRACTOR, which policies of CONTRACTOR shall not conflict with CITY, State, Federal, or United States policies, rules or regulations relating to the use of CONTRACTOR's funds provided for herein. The CONTRACTOR agrees that it is a separate and independent enterprise from the CITY, that it has full opportunity to find other business, that it has made its own investment in its business,



and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CITY and the CITY will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.

ARTICLE 11 **AGREEMENT SUBJECT TO FUNDING**

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Pembroke Pines in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 12 **UNCONTROLLABLE FORCES**

12.1 Neither CITY nor CONTRACTOR shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, acts of God, war, riot, civil disturbance, sabotage, and governmental actions.

12.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 13 **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida as now and hereafter in force. The venue for any and all actions or claims arising out of or related to this Agreement shall be in Broward County, Florida.

ARTICLE 14 **SIGNATORY AUTHORITY**

CONTRACTOR shall provide CITY with copies of requisite documentation evidencing that the signatory for CONTRACTOR has the authority to enter into this Agreement.



ARTICLE 15

DEFAULT OF CONTRACT & REMEDIES

15.1 **Damages.** CITY reserves the right to recover any ascertainable actual damages incurred as a result of the failure of CONTRACTOR to perform in accordance with the requirements of this Agreement, or for losses sustained by CITY resultant from CONTRACTOR's failure to perform in accordance with the requirements of this Agreement.

15.2 **Correction of Work.** If, in the judgment of CITY, work provided by CONTRACTOR does not conform to the requirements of this Agreement, CITY reserves the right to require that CONTRACTOR correct all deficiencies in the work to bring the work into conformance without additional cost to CITY, and / or replace any personnel who fail to perform in accordance with the requirements of this Agreement. CITY shall be the sole judge of non-conformance.

15.3 **Default of Contract.** The occurrence of any one or more of the following events shall constitute a default and breach of this Agreement by CONTRACTOR:

15.3.1 The abandonment, unnecessary delay, refusal of, or failure to comply with any of the terms of this Agreement or neglect, or refusal to comply with the instructions of the CITY Administrators relative thereto.

15.3.2. The failure by CONTRACTOR to observe or perform any of the terms, covenants, or conditions of this Agreement to be observed or performed by CONTRACTOR, where such failure shall continue for a period of seven (7) calendar days after written notice thereof by CITY to CONTRACTOR; provided, however, that if the nature of CONTRACTOR's default is such that more than seven (7) calendar days are reasonably required for its cure, then CONTRACTOR shall not be deemed to be in default if CONTRACTOR commences such cure within said seven (7) calendar day period and thereafter diligently prosecutes such cure to completion.

15.3.3. The assignment and/or transfer of this Agreement or execution or attachment thereon by CONTRACTOR or any other party in a manner not expressly permitted hereunder.

15.3.4. The making by CONTRACTOR of any general assignment or general arrangement for the benefit of creditors, or the filing by or against CONTRACTOR of a petition to have CONTRACTOR adjudged a bankruptcy, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against CONTRACTOR, the same is dismissed within sixty (60) calendar days); or the appointment of a trustee or a receiver to take possession of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where possession is not restored to CONTRACTOR within thirty (30) calendar days; for attachment, execution or other judicial seizure of substantially all of CONTRACTOR's assets, or for CONTRACTOR's interest in this Agreement, where such seizure is not discharged within thirty (30) calendar days.



15.4 Remedies in Default. In case of default by CONTRACTOR, CITY shall notify CONTRACTOR, in writing, of such abandonment, delay, refusal, failure, neglect, or default and direct CONTRACTOR to comply with all provisions of this Agreement. A copy of such written notice shall be mailed to the Surety on the Performance Bond, if applicable. If the abandonment, delay, refusal, failure, neglect or default is not cured within seven (7) calendar days of when notice was sent by CITY, CITY may declare a default of the Agreement and notify CONTRACTOR of such declaration of default and terminate the Agreement. The Surety on the Performance Bond shall within ten (10) days of such declaration of default, rectify or cause to be rectified any mismanagement or breach of service in the Agreement and assume the work of CONTRACTOR and proceed to perform services under the Agreement, at its own cost and expense.

15.4.1. Upon such declaration of default, all payments remaining due CONTRACTOR at the time of default, less all sums due CITY for damages suffered, or expenses incurred by reason of default, shall be due and payable to Surety. Thereafter the Surety shall receive monthly payments equal to those that would have been paid by the CONTRACTOR had the CONTRACTOR continued to perform the services under the Agreement.

15.4.2. CITY may complete the Agreement, or any part thereof, either by day labor or re-letting a contract for the same, and procure the equipment and the facilities necessary for the completion of the Agreement, and charge the cost of same to CONTRACTOR and/or the Surety together with the costs incident thereto to such default.

15.4.3. In the event CITY completes the Agreement at a lesser cost than would have been payable to CONTRACTOR under this Agreement, if the same had been fulfilled by CONTRACTOR, CITY shall retain such differences. Should such cost to CITY be greater, CONTRACTOR shall pay the amount of such excess to the CITY.

15.4.4 Notwithstanding the other provisions in this Article, CITY reserves the right to terminate the Agreement at any time, whenever the service provided by CONTRACTOR fails to meet reasonable standards of the trade after CITY gives written notice to the CONTRACTOR of the deficiencies as set forth in the written notice within fourteen calendar (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

ARTICLE 16

BANKRUPTCY

It is agreed that if CONTRACTOR is adjudged bankrupt, either voluntarily or involuntarily, then this Agreement shall terminate effective on the date and at the time the bankruptcy petition is filed.

ARTICLE 17

MERGER; AMENDMENT

This Agreement constitutes the entire Agreement between CONTRACTOR and CITY, and all negotiations and oral understandings between the Parties are merged herein. This Agreement can



be supplemented or amended only by a written document executed by both CONTRACTOR and CITY with the same formality and equal dignity herewith.

ARTICLE 18 **DISPUTE RESOLUTION**

In the event that a dispute, if any, arises between CITY and CONTRACTOR relating to this Agreement, performance or compensation hereunder, CONTRACTOR shall continue to render service in full compliance with all terms and conditions of this Agreement as interpreted by CITY regardless of such dispute. CONTRACTOR expressly recognizes the paramount right and duty of CITY to provide adequate maintenance of CITY's Property, and further agrees, in consideration for the execution of this Agreement, that in the event of such a dispute, if any, it will not seek injunctive relief in any court, but will negotiate with CITY for an adjustment on the matter or matters in dispute and, upon failure of said negotiations to resolve the dispute, may present the matter to a court of competent jurisdiction in an appropriate suit therefore instituted by it or by CITY.

ARTICLE 19 **PUBLIC RECORDS**

19.1 The City of Pembroke Pines is public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

19.1.1 Keep and maintain public records required by the CITY to perform the service;

19.1.2 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, or as otherwise provided by law;

19.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, CONTRACTOR shall destroy all copies of such confidential and exempt records remaining in its possession after the CONTRACTOR transfers the records in its possession to the CITY; and

19.1.4 Upon completion of the contract, CONTRACTOR shall transfer to the CITY, at no cost to the CITY, all public records in CONTRACTOR's possession. All records stored electronically by the CONTRACTOR 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.

19.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the CITY shall enforce the Default in accordance with the provisions set forth herein.



IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY CLERK
601 CITY CENTER WAY, 4th FLOOR
PEMBROKE PINES, FL 33025
(954) 450-1050
mgraham@ppines.com**

**ARTICLE 20
SCRUTINIZED COMPANIES**

20.1 CONTRACTOR, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Section 287.135, Florida Statutes, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services of:

20.1.1 Any amount if, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; or

20.1.2 One million dollars or more if, at the time of bidding on, submitting a proposal for, or entering into or renewing such contract, the company:

20.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes; or

20.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 21
EQUAL BENEFITS FOR EMPLOYEES**

21.1 CONTRACTOR certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that it is aware of the requirements of Section 35.39 of the CITY's Code of Ordinances and certifies that (**check only one box below**):



- CONTRACTOR currently complies with the requirements of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR will not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances; or
- CONTRACTOR does not comply with the conditions of Section 35.39 of the CITY's Code of Ordinances because of the following allowable exemption (**check only box below**):
 - CONTRACTOR does not provide benefits to employees' spouses in traditional marriages; or
 - CONTRACTOR provides an employee the cash equivalent of benefits because CONTRACTOR is unable to provide benefits to employees' Domestic Partners or spouses despite making reasonable efforts to provide them. To meet this exception, CONTRACTOR shall provide a notarized affidavit that it has made reasonable efforts to provide such benefits. The affidavit shall state the efforts taken to provide such benefits and the amount of the cash equivalent. Case equivalent means the amount of money paid to an employee with a Domestic Partner or spouse rather than providing benefits to the employee's Domestic Partner or spouse. The case equivalent is equal to the employer's direct expense of providing benefits to an employee's spouse; or
 - CONTRACTOR is a religious organization, association, society, or any non-profit charitable or educational institution or organization operated, supervised, or controlled by or in conjunction with a religious organization, association, or society; or
 - CONTRACTOR is a governmental agency.

21.2 Except where federal or state law mandates to the contrary, a contractor awarded a contract pursuant to a competitive solicitation shall provide benefits to Domestic Partners and spouses of its employees, irrespective of gender, on the same basis as it provides benefits to employees' spouses in traditional marriages.

21.3 CONTRACTOR shall provide the City Manager and his/her designee, access to its records for the purpose of audits and/or investigations to ascertain compliance with the provisions of this Article, and upon request shall provide evidence that the CONTRACTOR is in compliance with the provisions of this Article upon the renewal of this AGREEMENT or when the City Manager or his/her designee receives a complaint or has reason to believe CONTRACTOR may not be in compliance with the provisions of this Article. Records shall include but not be limited to providing the City Manager and his/her designee with certified copies of CONTRACTOR's records pertaining to its benefits policies and its employment policies and practices.



21.4 CONTRACTOR must conspicuously make available to all employees and applicants for employment the following statement:

“During the performance of a contract with the City of Pembroke Pines, Florida, the CONTRACTOR will provide Equal Benefits to its employees with spouses, as defined by Section 35.39 of the City of Pembroke Pines Code of Ordinances, and its employees with Domestic Partners and all Married Couples”.

If CONTRACTOR has questions regarding the application of Section 35.39 of the City of Pembroke Pines Code of Ordinances to CONTRACTOR’s duties pursuant to this Agreement, contact Human Resources at (954) 954-392-2092 or drotstein@ppines.com.

21.5 By executing this Agreement, CONTRACTOR certifies that it agrees to comply with the above and Section 35.39 of the City of Pembroke Pines Code of Ordinances, as may be amended from time to time.

ARTICLE 22 **EMPLOYMENT ELIGIBILITY**

22.1 **E-Verify.** CONTRACTOR certifies that it is aware of and complies with the requirements of Section 448.095, Florida Statutes, as may be amended from time to time and briefly described herein below.

22.1.1 Definitions for this Section.

22.1.1.1 “Contractor” means a person or entity that has entered or is attempting to enter into a contract with a public employer to provide labor, supplies, or services to such employer in exchange for salary, wages, or other remuneration.

22.1.1.2 “Contractor” includes, but is not limited to, a vendor or consultant.

22.1.1.3 “Subcontractor” means a person or entity that provides labor, supplies, or services to or for a contractor or another subcontractor in exchange for salary, wages, or other remuneration.

22.1.1.4 “E-Verify system” means an Internet-based system operated by the United States Department of Homeland Security that allows participating employers to electronically verify the employment eligibility of newly hired employees.

22.2 **Registration Requirement; Termination.** Pursuant to Section 448.095, Florida Statutes, effective January 1, 2021, Contractors, shall register with and use the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor shall register for and utilize the U.S. Department of Homeland Security’s E-Verify System to verify the employment

*City of Pembroke Pines*

eligibility of:

22.2.1 All persons employed by a Contractor to perform employment duties within Florida during the term of the contract; and

22.2.2 All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City of Pembroke Pines. The Contractor acknowledges and agrees that registration and use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Pembroke Pines; and

22.2.3 The Contractor shall comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to registration and utilization of the E-Verify System to verify the work authorization status of all newly hired employees. Contractor shall also require all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination. Termination of this Contract under this Section is not a breach of contract and may not be considered as such. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

ARTICLE 23 **FEDERAL REQUIREMENTS**

Notwithstanding anything to the contrary set forth herein, CONTRACTOR shall comply with the applicable federal requirements set forth in 2 C.F.R. Part 200, as may be applicable. In the event of any conflicts, the provisions of 2 C.F.R. Part 200 shall prevail. Any reference made to CONTRACTOR in this section shall also apply to any subcontractor under the terms of this Agreement. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses:

23.1 **Equal Employment Opportunity.** During the performance of this contract, CONTRACTOR agrees as follows:

23.1.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of



compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

23.1.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

23.1.3 CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with CONTRACTOR's legal duty to furnish information.

23.1.4 CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of CONTRACTOR's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

23.1.5 CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

23.1.6 CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

23.1.7 In the event of CONTRACTOR's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24,



1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

23.1.8 CONTRACTOR will include the provisions of paragraphs (23.1.1) through (23.1.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The CITY further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the CITY so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The CITY further agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The CITY further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the CITY agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the CITY under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such CITY; and refer the case to the Department of Justice for appropriate legal proceedings.

23.2 **Davis-Bacon Act.** CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5). In accordance with the statute, CONTRACTOR must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by



the Secretary of Labor. In addition, CONTRACTOR must be required to pay wages not less than once a week.

23.3 **Copeland “Anti-Kickback” Act.** CONTRACTOR shall comply with the Copeland “Anti-Kickback” Act, (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). CONTRACTOR must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. CITY must report all suspected or reported violations to the Federal awarding agency.

23.4 **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708).** Where applicable, pursuant to 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) CONTRACTOR must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

23.4.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

23.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (23.4.1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (23.4.1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (23.4.1) of this section.

23.4.3 **Withholding for unpaid wages and liquidated damages.** CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract



subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (23.4.2) of this section.

23.4.4 Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (23.4.1) through (23.4.4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (23.4.1) through (23.4.4) of this section.

23.5 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251- 1387). CITY will report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

23.5.1 Clean Air Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. CONTRACTOR agrees to report each violation to CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

23.5.2 Federal Water Pollution Control Act. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the State, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. CONTRACTOR agrees to include these requirements in each subcontract exceeding one hundred fifty thousand dollars (\$150,000) financed in whole or in part with Federal assistance.

23.6 Suspension and Debarment. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, as such CONTRACTOR is required to verify that none of the contractor's agents, principals (defined at 2 C.F.R. § 180.995), or affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

23.6.1 CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by CITY. If it is later determined that CONTRACTOR did not comply



with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to State and CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

23.6.2 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

23.7 **Byrd Anti-Lobbying Amendment, as amended (31 U.S.C. § 1352).** CONTRACTOR shall file the required certification pursuant to 31 U.S.C. 1352. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

23.8 **Compliance with State Energy Policy and Conservation Act.** CONTRACTOR shall comply with all mandatory standards and policies relating to energy efficiency contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

23.9 **Procurement of Recovered Materials.** The CITY and CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

23.10 **Reporting.** Pursuant to 44 CFR 13.36(i)(7), CONTRACTOR shall comply with federal requirements and regulations pertaining to reporting, including but not limited to those set forth at 44 CFR 40 and 41, if applicable. Furthermore, both parties shall provide the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts, and transcriptions. Also, both Parties agree to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.

23.11 **Rights to Inventions.** CONTRACTOR agrees that if this Agreement results in any copyrightable materials or inventions, the Federal Government reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use the copyright of said



materials or inventions for Federal Government purposes.

23.12 **No Obligation by the Federal Government.** The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

23.13 **DHS Seal, Logo, and Flags.** CONTRACTOR shall not use DHS(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal pre-approval.

23.14 **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund the Agreement only. CONTRACTOR will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

23.15 **Fraudulent Statements.** CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 applies to CONTRACTOR's actions pertaining to this Agreement.

23.16 **Prohibition on Contracting for Covered Telecommunications Equipment or Services.** As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expenditure of FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

23.16.1 **Prohibitions.**

23.16.1.1 Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

23.16.1.2 Unless an exception in paragraph 23.16.3 of this clause applies, the CONTRACTOR and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

23.16.1.2.1 Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

23.16.1.2.2 Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or



essential component of any system, or as critical technology of any system;

23.16.1.2.3 Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

23.16.1.2.4 Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

23.16.2 **Exceptions.**

23.16.2.1 This clause does not prohibit CONTRACTOR from providing: (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

23.16.2.2 By necessary implication and regulation, the prohibitions also do not apply to: (i) Covered telecommunications equipment or services that: i. Are not used as a substantial or essential component of any system; and ii. Are not used as critical technology of any system. (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

23.16.3 **Reporting requirement.**

23.16.3.1 In the event CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 23.16.3.2 of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

23.16.3.2 The CONTRACTOR shall report the following information pursuant to paragraph 23.16.3.1 of this clause: (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known);



brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended. (ii) Within ten (10) business days of submitting the information in paragraph 23.16.3.1 of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services. The CONTRACTOR shall insert the substance of this clause, including this in all subcontracts and other contractual instruments.

23.17 Domestic Preference for Procurements. As appropriate, and to the extent consistent with law, the CONTRACTOR should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: *Produced in the United States* means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. *Manufactured products* mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

23.18 Affirmative Socioeconomic Steps. If subcontracts are to be let, CONTRACTOR is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

23.19 License and Delivery of Works Subject to Copyright and Data Rights. If applicable, the CONTRACTOR grants to CITY, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, CONTRACTOR will identify such data and grant to the CITY or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, CONTRACTOR will deliver to the CONTRACTOR data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by CONTRACTOR.

ARTICLE 24 **MISCELLANEOUS**



City of Pembroke Pines

24.1 **Ownership of Documents.** Reports, surveys, studies, and other data provided in connection with this Agreement are and shall remain the property of CITY, whether or not the project for which they are made is completed.

24.2 **Legal Representation.** It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement, and accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both Parties.

24.3 **Records.** CONTRACTOR shall keep such records and accounts and require any and all subcontractors to keep records and accounts as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONTRACTOR expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of ten (10) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. All records shall be maintained and available for disclosure, as appropriate, in accordance with Chapter 119, Florida Statues.

24.4 **Assignments; Amendments.** This Agreement, and any interests herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONTRACTOR shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the benefit of CITY and its successors and assigns. It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

24.5 **No Contingent Fees.** CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

24.6 **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

Charles F. Dodge, City Manager



City of Pembroke Pines
601 City Center Way, 4th Floor
Pembroke Pines, Florida 33025
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney
Goren, Cheroft, Doody & Ezrol, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Telephone No. (954) 771-4500
Facsimile No. (954) 771-4923

CONTRACTOR {--Primary Contact Name--}, {--Primary Contact Title--}
{--Company Name--}
{--Street1--}, {--Street2--}
{--City--}, {--State/Province--} {---Postal Code--}
E-mail: {--E-mail--}
Telephone No: {--Phone--}
Cell phone No: {--Primary Contact Cell Phone Number--}
Facsimile No: {--Fax--}

24.7 **Binding Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

24.8 **Headings.** Headings herein are for the convenience of reference only and shall not be considered in any interpretation of this Agreement.

24.9 **Exhibits.** Each exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits, if not physically attached, should be treated as part of this Agreement and are incorporated herein by reference.

24.10 **Severability.** If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

24.11 **Entire Agreement and Conflicts.** This Agreement is intended by the parties hereto to be final expression of this Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made. In the event of a conflict between this Agreement, **Exhibit "A"**, and **Exhibit "B"**, this Agreement shall prevail, followed by **Exhibit "A"**, and then **Exhibit "B"**.



24.12 **Waiver**. Failure of CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right therein contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

24.13 **Attorneys' Fees**. In the event that either party brings suit for enforcement of this Agreement, each party shall bear its own attorney's fees and court costs, except as otherwise provided under the indemnification provisions set forth herein above.

24.14 **Protection of CITY Property**. At all times during the performance of this Agreement, CONTRACTOR shall protect CITY's property from all damage whatsoever on account of the work being carried on under this Agreement.

24.15 **Counterparts and Execution**. This Agreement may be executed by hand or electronically in multiple originals or counterparts, each of which shall be deemed to be an original and together shall constitute one and the same agreement. Execution and delivery of this Agreement by the Parties shall be legally binding, valid and effective upon delivery of the executed documents to the other party through facsimile transmission, email, or other electronic delivery.

24.16 **Compliance with Statutes**. It shall be the CONTRACTOR's responsibility to be aware of and comply with all statutes, ordinances, rules, orders, regulations and requirements of all local, City, state, and federal agencies as applicable.

24.17 **Services to be Performed at CITY Schools**. CONSULTANT shall comply with Chapter 1012, Florida Statutes, which requires Level II background screening for individuals who are vendors performing services at a Florida public school or for a public school district, if applicable.

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HAS BEEN INTENTIONALLY LEFT BLANK



City of Pembroke Pines

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

CITY:

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

BY: _____

Print Name: _____
OFFICE OF THE CITY ATTORNEY

MAYOR FRANK C. ORTIS

ATTEST:

BY: _____

MARLENE D. GRAHAM, CITY CLERK

CHARLES F. DODGE, CITY MANAGER

CONTRACTOR:

{---Company Name---}

Signed By: _____

Printed Name: _____

Title: _____

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

LOCAL SERVICES PROGRAM

THIS CONTRACT is entered into between the Areawide Council on Aging of Broward County, Inc., hereinafter referred to as the "Council", and **City of Pembroke Pines, Florida / Southwest Focal Point Senior Center**, hereinafter referred to as the "Contractor", and collectively referred to as the "Parties." This Contract is subject to all provisions contained in the Master Contract executed between the Council and the Contractor, and its successor, as revised or renewed from time to time, incorporated herein by reference.

WITNESSETH THAT:

WHEREAS, the Council has determined that it is in need of certain services as described herein; and **WHEREAS**, the Contractor has demonstrated that it has the requisite expertise and ability to faithfully perform such services as an independent Contractor of the Council.

NOW THEREFORE, in consideration of the services to be performed and payments to be made, together with the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. Purpose of Contract:

The purpose of this Contract is to provide services in accordance with the terms and conditions specified in this Contract including all attachments, forms, exhibits and references incorporated, which constitute the contract document.

2. Incorporation of Documents within the Contract:

This Contract will incorporate attachments, proposal(s), area plan(s), grant agreements, relevant Department of Elder Affairs handbooks, manuals, or desk books and Master Contract , as an integral part of the Contract, except to the extent that the Contract explicitly provides contrary. In the event of conflict in language among any of the documents referenced above, the specific provisions and requirements of the Contract document(s) shall prevail over inconsistent provisions in the proposal(s) or other general materials not specific to this Contract document and identified attachments.

3. Term of Contract:

This Contract when executed will have an effective date of July 1, 2023. It will end at midnight, Eastern Standard time on June 30, 2024.

4. Contract Amount:

The Council agrees to pay for contracted services according to the terms and conditions of this Contract in an amount not to exceed **\$216,155.00** or the rate schedule, subject to the availability of funds. Any costs or services paid for under any other contract or from any other source are not eligible for payment under this Contract.

5. Background Screening

The Contractor shall ensure that the requirements of Section 430.0402 and Chapter 435, F.S., as amended, are met regarding background screening for all persons who meet the definition of a direct service provider and who are not exempt from the State of Florida, Department of Elder Affairs' level 2 background screening pursuant to Section 430.0402(2)-(3), F.S. The Contractor must also comply with any applicable rules promulgated by the State of Florida, Department of Elder Affairs and the Agency for Health Care Administration regarding implementation of Section 430.0402 and Chapter 435, F.S.

5.1 To demonstrate compliance with this provision, Contractor shall submit Background Screening Affidavit of Compliance, ATTACHMENT IX of this Contract, annually, by January 5. Further

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

information concerning the procedures for background screening is found at <https://elderaffairs.org/about-us/background-screening/>

6. Nondiscrimination-Civil Rights Compliance

6.1 The Contractor shall execute assurances as stated in the Assurances-Non-Construction Programs, ATTACHMENT VII of this Contract, that it will not discriminate against any person in the provision of services or benefits under this Contract or in employment because of age, race, religion, color, disability, national origin, marital status or sex in compliance with state and federal law and regulations. The Contractor further assures that all contractors, subcontractors, subgrantees, or others with whom it arranges to provide services or benefits in connection with any of its programs and activities are not discriminating against clients or employees because of age, race, religion, color, disability, national origin, marital status or sex.

6.2 During the term of this Contract, the Contractor shall complete and retain on file a timely, complete, and accurate Civil Rights Compliance Checklist, ATTACHMENT VIII of this Contract.

6.3 The Contractor shall establish procedures pursuant to federal law to handle complaints of discrimination involving services or benefits through this Contract. These procedures will include notifying clients, employees, and participants of the right to file a complaint with the appropriate federal or state entity.

6.4 If this Contract contains federal funds, these assurances are a condition of continued receipt of or benefit from federal financial assistance, and are binding upon the Contractor, its successors, transferees, and assignees for the period during which such assistance is provided. The Contractor further assures that all subcontractors, vendors, or others with whom it arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulations, guidelines, and standards. In the event of failure to comply, the Contractor understands that the Council may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, including but not limited to, termination of and denial of further assistance.

7. Provision of Services:

The Contractor shall provide services in the manner described in ATTACHMENT I of this Contract.

8. Official Payee and Representatives (Names, Addresses, and Telephone Numbers):

a.	The Contractor name, as shown on page 1 of this Contract, and mailing address of the official payee to whom the payment will be made is:	City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 rd Avenue Pembroke Pines, FL 33026
b.	The name of the contact person and street address where financial and administrative records are maintained is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 rd Avenue Pembroke Pines, FL 33026

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c.	The name, address, and telephone number of the representative of the Contractor responsible for the administration of the program under this Contract is:	Jay Shechter, Project Director City of Pembroke Pines, Florida / Southwest Focal Point Senior Center 301 NW 103 rd Avenue Pembroke Pines, FL 33026 954-450-6888
d.	The section and location within the Council where the Request for Payment and Receipt and Expenditure forms are to be mailed or e-mailed is:	Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 fiscal@adrcbroward.org
e.	The name, address, and telephone number of the Program Specialist for the Council for this Contract is:	Ingrid Schenk Areawide Council on Aging of Broward County, Inc. 5300 Hiatus Road, Sunrise, FL 33351 (954) 745-9567
Upon change of representatives (names, addresses, telephone numbers) by either party, notice will be provided in writing to the other party and the notification attached to the originals of this Contract.		

9. All Terms and Conditions Include:

This Contract and its ATTACHMENTS I-IX, any exhibits referenced in said attachments, together with any documents incorporated by reference, contain all the terms and conditions agreed upon by the Parties. There are no provisions, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations or agreements, either written or verbal between the Parties. By signing this Contract, the Parties agree that they have read and agree to the entire Contract.

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IN WITNESS THEREOF, the parties hereto have caused this 40 page contract to be executed by their undersigned officials as duly authorized.

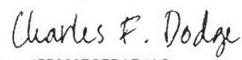
CONTRACTOR:

**City of Pembroke Pines, Florida / Southwest
Focal Point Senior Center**

**Areawide Council on Aging of Broward
County, Inc.**

**BOARD PRESIDENT OR AUTHORIZED
DESIGNEE**

DocuSigned by:


Charles F. Dodge47B966ECFDAD4AC
SIGNED BY:

Charles F. Dodge

NAME:

City Manager

TITLE:

August 9, 2023

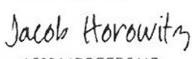
DATE:

FEDERAL ID NUMBER: 59-0908106

FISCAL YEAR-END DATE: September 30

Approved as to Legal Form:

DocuSigned by:


Jacob Horowitz

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Jacob Horowitz

**Areawide Council on Aging of Broward
County, Inc.**

SIGNED BY:


Charlotte Mather-Taylor

NAME:

CEO

TITLE:

8/14/23

DATE:

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ATTACHMENT I**STATEMENT OF WORK
LOCAL SERVICE PROGRAM****SECTION I: SERVICES TO BE PROVIDED****A. DEFINITIONS OF TERMS AND ACRONYMS****1. Contract Acronyms**

Activities of Daily Living (ADLs)
Assessed Priority Consumer List (APCL)
Client Information and Registration Tracking System (CIRTS)
Code of Federal Regulations (CFR)
Corrective Action Plan (CAP)
Department of Elder Affairs (DOEA)
Florida Administrative Code (F.A.C.)
Florida Statutes (F.S.)
Instrumental Activities of Daily Living (IADLs)
Local Services Program (LSP)
Notice of Instruction (NOI)
Planning and Service Area (PSA)
Service Provider Application (SPA)
Summary of Programs and Services (SOPS)
United States Code (U.S.C.)

2. Program Specific Terms

Department of Elder Affairs Programs and Services Handbook (DOEA Handbook). An official document of DOEA. The DOEA Handbook includes program policies, procedures, and standards applicable to agencies which are recipients of DOEA-funded programs, and providers of program-funded services. An annual update is provided through a NOI.

Functional Assessment: A comprehensive, systematic, and multidimensional review of a person's ability to remain living independently in the least restrictive living arrangement.

NOI: DOEA's established method to communicate to the Contractor and subcontractor the requirements to perform specific tasks or activities in a particular manner. NOIs are located on the DOEA website at <https://elderaffairs.org/newsroom/notices-of-instruction-2021>

Program Highlights: Success stories, quotes, testimonials, or human-interest vignettes that are used in the Summary of Programs and Services (SOPS) to demonstrate how programs and services help elders, families, and caregivers.

Proviso: Language used in a general appropriations bill to qualify or restrict the way in which a specific appropriation is to be expended.

Service Provider Application (SPA): A plan developed by the Contractor outlining a comprehensive and coordinated service delivery system in its PSA in accordance with the Section

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306 of the Older Americans Act (42 U.S.C. Section 3026) and Council instructions. The SPA includes performance measures and unit rates per service offered.

Service Provider Application (SPA) Update: A revision to the SPA wherein the Contractor provides HCE-specific data for the Council to enter into CIRTS. An update may also include other revisions to the SPA as instructed by the Council.

Summary of Programs and Services (SOPS): A document produced by the DOEA and updated yearly to provide the public and the Legislature with information about programs and services for Florida's elders.

B. GENERAL DESCRIPTION

1. General Statement

The LSP provides long-term care alternatives enabling elders to maintain an acceptable quality of life in their own homes and to avoid or delay nursing home placement.

2. Local Service Program (LSP) Mission Statement

The LSP provides community-based services to preserve elders' independence, support caregivers, and target at-risk persons. Through the provision of meals, transportation, caregiver support, in-home services, expanded respite, adult day care, or other services authorized by proviso, the LSP assists elders to live in the least restrictive environment that meets their needs.

3. Authority

The relevant authority governing LSP program include:

- a. Sections 430.201 through 430.207, F.S.,
- b. The State of Florida General Appropriations Act; and
- c. The Catalog of State Financial Assistance (CSFA) Number 65.009.

4. Scope of Service

The Contractor is responsible for the programmatic, fiscal, and operational management of LSP. LSP services shall be provided in a manner consistent with the Contractor's current SPA and the current DOEA Handbook, which are hereby incorporated by reference. The Contractor agrees to be bound by all subsequent amendments and revisions to the DOEA Handbook, and the Contractor agrees to accept all such amendments and revisions via a NOI.

5. Major Program Goals

The major goals of the LSP are to ensure that:

- a. LSP services are provided to individuals who need long-term care alternatives to maintain an acceptable quality of life in their own home; and
- b. Nursing home placement is delayed or avoided because of the services provided in this program.

C. CLIENTS TO BE SERVED

1. General Eligibility

The LSP Program provides long-term care alternatives which assist elders in delaying or avoiding nursing home placement.

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2. Client Eligibility

Clients eligible to receive services under this Contract must:

- a. Be at least 60 years of age or older, unless otherwise specified in the proviso authorizing the service; and
- b. Not be enrolled in any Medicaid capitated long-term care program, except consumers in need of Legal Assistance services and Congregate Nutrition Services, including transportation to and from congregate meal sites, provided through providers following Older Americans Act (OAA) program guidelines.

3. Targeted Groups

Priority for services provided under this Contract shall be given to those eligible persons assessed to be at risk of placement in an institution or as otherwise specified in the authorizing proviso.

4. Client Determination

The Council shall have final authority for the determination of client eligibility.

SECTION II: MANNER OF SERVICE PROVISION**A. SERVICE TASKS**

In order to achieve the goals of the LSP program, the Contractor shall perform the following tasks:

1. Client Eligibility Determination

The Contractor shall ensure that applicant data is evaluated to determine eligibility. Eligibility to become a client is based on meeting the requirements described in this ATTACHMENT I, Section I.C.2 and Section I.C.3, of this Contract.

2. Assessment and Prioritization of Service Delivery for New Clients

The Contractor shall ensure the following criteria are used, to prioritize new clients for service delivery in the sequence below. It is not the intent of the Council to remove existing clients from services in order to serve new clients being assessed and prioritized for service delivery.

- a. Imminent Risk Individuals: Individuals in the community whose mental or physical health condition has deteriorated to the degree that self-care is not possible, there is no capable caregiver, and nursing home placement is likely within one (1) month or very likely within three (3) months.
- b. Regardless of referral source, individuals determined through the DOEA's functional assessment to be at a higher levels of frailty and risk of nursing home placement shall be given first priority.

3. Program Services

The Contractor shall ensure the provision of program services is consistent with the Contractor's current SPA, as updated and approved by the Council, and the current DOEA Handbook.

B. Staffing Requirements**1. Staffing Levels**

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The Contractor shall dedicate its own staff necessary to meet the obligations of this Contract and ensure that subcontractors dedicate adequate staff accordingly.

2. Professional Qualifications

The Contractor shall ensure that the staff responsible for performing any duties or functions within this Contract have the qualifications as specified in the DOEA Handbook.

3. Service Times

The Contractor shall ensure the availability of the services listed in this Contract are appropriate to meet client service needs, at a minimum, during normal business hours, or as otherwise specified in proviso. Normal business hours are defined as Monday through Friday, 8:00am to 5:00pm local time.

4. Use of Subcontractors

If this Contract involves the use of a subcontractor or third party, then the Contractor shall not delay the implementation of its contract with the subcontractor. If any circumstances occur that may result in a delay for a period of sixty (60) days or more of the initiation of the subcontract or in the performance of the subcontractor, the Contractor shall notify the Council's Program Specialist and the Council's Chief Financial Officer in writing of such delay.

The Contractor shall not permit a subcontractor to perform services related to this Contract without having a binding subcontractor contract executed. In accordance with Paragraph 25 of the Master Contract, the Council will not be responsible or liable for any obligations or claims resulting from such action.

a. Copies of Subcontracts

The Contractor shall submit a copy of all subcontracts to the Council's Program Specialist within thirty (30) days of the subcontract being executed.

b. Monitoring the Performance of Subcontractors

The Contractor shall perform at least one monitoring per year of each subcontractor, subrecipient, vendor, and/or consultant paid from funds provided under this Contract. The Contractor shall perform fiscal, administrative and programmatic monitoring of each subcontractor to ensure contractual compliance, fiscal accountability, programmatic performance, and compliance with applicable state and federal laws and regulations. The Contractor shall monitor to ensure that time schedules are met, the budget and scope of work is accomplished within the specified time periods and other performance goals stated in this Contract are achieved.

c. Copies of Subcontractor Monitoring Reports

The Contractor shall forward a copy of all subcontractor monitoring reports to the Council's Contract manager within thirty (30) days of the report being issued to the subcontractors, subrecipients, vendors, and/or consultants.

C. DELIVERABLES

The following section provides the specific quantifiable units of deliverables and source documentation required to evidence the completion of the task specified in this Contract.

1. Delivery of Service to Eligible Clients

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The Contractor shall ensure the provision of the services to address the diverse needs of functionally impaired elders. The Contractor shall ensure performance and reporting of the following services per the Contractor's current approved Service Provider Application (SPA), the current DOEA Handbook, proviso language and ATTACHEMTN I, Section II.A.1. through Section II.A.3, of this Contract. Documentation of service delivery must include a report consisting of the following:

- a. Number of clients served;
- b. Number of service units provided by service; and
- c. Rate per service unit with calculations that equal the total invoice amount.

2. Services and Units of Services

The Contractor shall ensure the provision of described in this Contract is performed in accordance with the current DOEA Handbook and the service tasks described in ATTACHMENT I, Section II.A, of this Contract. Units of service will be paid pursuant to the rate established in the SPA as updated, as shown in ATTACHMENT IV, Budget Summary as approved by the Council.

3. Administrative Responsibilities

The Contractor shall provide management and oversight of LSP Program operations in accordance with the current DOEA Handbook and the approved Contractor's Service Provider Application. Management and oversight of LSP Program operations include the following:

- a. Developing a Service Provider Application and updating it annually, at a minimum, as directed by the Council;
- b. Establishing vendor agreements at the PSA level, when applicable for LSP services according to manuals, rules, and agreement procedures of DOEA Handbook;
- c. Providing technical assistance and training to subcontractors and vendors to ensure provision of quality services;
- d. Monitoring and evaluating subcontractors and vendors for fiscal, administrative, and programmatic compliance;
- e. Appropriately and timely submitting payments to subcontractors;
- f. Arranging in-service training for staff and/or subcontractors at least annually;
- g. Establishing procedures for handling client complaints and ensuring that subcontractors develop and implement complaint procedures to process and resolve client dissatisfaction with services. Complaint procedures shall address the quality and timeliness of services, subcontractor and direct service worker complaints, and any other issues related to complaints (other than termination, suspension or reduction in services) that require the grievance process as described in Appendix D of the current DOEA Handbook. The complaint procedures shall include notification to all clients of the complaint procedure and include tracking the date, nature of complaint, and the determination of each complaint;
- h. Ensuring compliance with CIRTS regulations;

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- i. Monitoring performance objective achievements specific to authorizing proviso in accordance with targets set by the Council and/or DOEA; and
- j. Conducting annual client satisfaction surveys to evaluate and improve service delivery.

D. REPORTS

The Contractor shall respond within ten (10) business days or within deadlines established by the Council, to the Council's request for routine and/or special requests for information and ad hoc reports. The Contractor must establish due dates for any subcontractors that permit the Contractor to meet the Council's and/or the DOEA's reporting requirements.

1. Service Provider Application (SPA) Update and All Revisions Thereto

The Contractor is required to submit SPA and an annual update, wherein the Council enters LSP specific data, into the Client Information and Registration Tracking System (CIRTS). The Contractor may also be required to submit revisions to the SPA as instructed by the Council.

2. Client Information and Registration Tracking System (CIRTS)

The Contractor shall ensure timely input of LSP specific data into the CIRTS. To ensure CIRTS data accuracy, the Contractor shall use CIRTS generated reports, which include the following:

- a. Client Reports
- b. Monitoring Reports
- c. Services Reports
- d. Miscellaneous Reports
- e. Fiscal Reports
- f. Outcome Measurement Reports

3. Service Costs Reports

The Contractor is required to submit to the Council a semi-annual and annual service cost reports, which reflect actual costs of providing each service by program. This report provides information for planning and negotiating unit rates. The semi-annual service cost report encompassing the six months ending 12/31/2023 is due on February 16, 2024. The annual service cost report encompassing the twelve months ending 6/30/2024 is due on August 16, 2024, which will be forward to DOEA.

4. Surplus/Deficit Report

The Contractor will submit a consolidated surplus/deficit report in a format provided by the Council to the Council's Program Specialist by the 5th of each month. This report is for all agreements and/or contracts between the Contractor and the Council. The report will include the following:

- a. A list of all services and their current status regarding surplus or deficit;
- b. The Contractor's detailed plan on how the surplus or deficit spending exceeding the threshold of plus or minus one percent (+/- 1%) will be resolved;

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- c. Recommendations to transfer funds to resolve surplus/deficit spending;
- d. Input from the Contractor's Board of Directors, or governing body, on resolution of spending issues, if applicable

5. Program Highlights

The Contractor shall submit brief written narratives to the Council for publication in the Program Highlight sections of the DOEA's Summary of Programs and Services (SOPS), which is hereby incorporated by reference, to include any subsequent revisions thereof. The narratives shall reference specific events that have occurred since the last submission of Program Highlight narratives, including new success stories, quotes, testimonials, or human-interest vignettes. The narratives shall be written for a general audience, with no acronyms or technical terms. For all agencies or organizations that are referenced in the narratives, the Contractor shall provide a brief description of their mission or role. The active tense shall be consistently used in the narratives to identify the specific individuals or entities that performed the activities described in the narratives. The Contractor shall review and edit narratives for clarity, readability, relevance, specificity, human interest, and grammar prior to submitting them to the Council.

E. RECORDS AND DOCUMENTATION

1. Requests for Payment

The Contractor will maintain documentation to support payment requests that shall be available to the Council or authorized individuals upon request. Such documentation will be provided upon request to the Council or the Department of Financial Services.

2. CIRTS Address Validation

The Contractor shall work with the Council to ensure that client addresses are correct in CIRTS for disaster preparedness efforts. At least annually, and more frequently as needed, the Council will provide direction on how to validate CIRTS addresses to ensure they can be mapped. The Contractor will receive a list of unmatched addresses that cannot be mapped, and the Contractor will be responsible for correcting the address and send a list to the Council with confirmed addresses. The Council will use this information to update maps, client rosters, and unmatched addresses and disseminate this information.

3. CIRTS Data and Maintenance

The Contractor shall ensure the collection and maintenance of client and service information on a monthly basis from the Client Information and Registration Tracking System (CIRTS) or any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

4. Data Integrity and Back up Procedures

The Contractor and subcontractors, among other requirements, must anticipate and prepare for the loss of information processing capabilities. The routine backing up of all data and software is required to recover from losses or outages of the computer system. Data and software essential to the continued operation of Contractor functions must be backed up. The security controls over the backup resources will be as stringent as the protection required of the primary resources. A copy of the backed up data be stored in a secure, offsite location.

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5. Policies and Procedures for Records and Documentation

The Contractor shall maintain written policies and procedures for computer system backup and recovery and shall have the same requirement in its contracts and/or agreements with subcontractors. These policies and procedures will be made available to the Council upon request.

F. PERFORMANCE SPECIFICATIONS**1. Outcomes and Outputs (Performance Measures)**

The Contractor must:

- a. Ensure the prioritization of clients and provision of services to clients in accordance with ATTACHMENT I, Section II.A.1. through Section II.A.3. and Section II.C.1 through Section II.C.3 of this Contract;
- b. Ensure the provision of services described in this Contract are in accordance with the current DOE&A Handbook;
- c. Timely and accurately submit to the Council all required documentation and reports described in this ATTACHMENT I, Sections II.D. of this Contract; and
- d. Timely and accurately, in accordance with the Invoice Report Schedule, ATTACHMENT III of this Contract, submit to the Council Forms 105 & 106, ATTACHMENT V of this Contract, including supporting documentation.

2. Contract Monitoring

The Council will review and evaluate the performance of the Contractor under the terms of this Contract. Monitoring will be conducted through direct contact with the Contractor through telephone, in writing, or an on-site visit(s). The primary, secondary, or signatory of this Contract must be available for any on-site programmatic monitoring visit. The Council's determination of acceptable performance shall be conclusive. The Contractor agrees to cooperate with the Council in monitoring the progress of completion of the service tasks and deliverables. The Council may use, but is not limited to, one or more of the following methods for monitoring:

- a. Desk reviews and analytical reviews;
- b. Scheduled, unscheduled and follow-up on-site visits;
- c. Client visits;
- d. Review of independent auditor's reports;
- e. Review of third-party documents and/or evaluation;
- f. Review of progress reports;
- g. Review of customer satisfaction surveys;
- h. Agreed-upon procedures review by an external auditor or consultant;
- i. Limited-scope reviews; and

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- j. Other procedures as deemed necessary.

G. Contractor Responsibilities

1. Contractor Accountability

All service tasks and deliverables pursuant to this Contract are solely and exclusively the responsibility of the Contractor and are tasks and deliverables for which, by execution of this Contract, the Contractor agrees to be held accountable.

2. Coordination with Other Providers and/or Entities

Notwithstanding that services for which the Contractor is held accountable involve coordination with other entities in performing the requirements of this Contract, the failure of other entities does not alleviate the Contractor from any accountability for tasks or services that the Contractor is obligated to perform pursuant to this Contract.

H. Council's Responsibilities

1. Council Obligations

The Council may, within its resources, provide technical support and/or assistance to the Contractor to assist the Contractor in meeting the requirements of this Contract. The Council's technical support/assistance or the lack thereof, does not relieve the Contractor from full performance of the contract requirements.

2. Council Determinations

The Council reserves the exclusive right to make certain determinations in the tasks and approaches used to perform tasks required by this Contract. The absence of the Council setting forth a specific reservation of rights does not mean that all other areas of this Contract are subject to mutual agreement.

SECTION III: METHOD OF PAYMENT

A. General Statement of Method of Payment

The method of payment for this Contract is a combination of advances, cost reimbursement, and a unit rate payment for services. The Council will pay the Contractor upon satisfactory completion of the Deliverables, as specified in ATTACHMENT I, Section II., Manner of Service Provision, of this Contract, and in accordance with other terms and conditions of this Contract.

1. Unit Rate

Payment for Unit Rates shall not exceed amounts established in the approved Service Provider Application.

2. Advance Payment

The Contractor may request up to two (2) months of advances at the start of the contract period to cover program administrative and service costs. The payment of an advance will be contingent upon the sufficiency and amount of funds released to the Department of Elder Affairs by the State of Florida ("budget release"). The Contractor will provide the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be distributed. For the first month's advance request, the Contractor shall provide to the Council's Chief Financial Officer documentation justifying the need for an advance and describing how the funds will be

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distributed. If the Contractor is requesting two (2) months of advances, documentation must be provided reflecting the cash needs of the Contractor within the initial two (2) months and should be supported through a cash-flow analysis or other information appropriate to demonstrate the Contractor's financial need for the second month of advances. The Contractor must also describe how the funds will be distributed for the first and second month. The Contractor's requests for advance require the approval of the Council's Chief Financial Officer. If sufficient budget is available, the Council will issue approved advance payments after July 1 of the contract year. The schedule for submission of advance requests (when available) is listed in the Invoice Report Schedule ATTACHMENT III, to this Contract.

- a. All advance payments retained by the Contractor must be fully expended no later than September 30, 2023. Any portion of advance payments not expended must be recouped on report number 5, due to the Council on October 6, 2023, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.
- b. All advance payments made to the Contractor shall be returned to the Council as follows: one-tenth (1/10) of the advance payment received shall be reported as an advance recoupment on each request for payment, starting with report number five, in accordance with the Invoice Report Schedule, ATTACHMENT III to this Contract.

B. Funding Distribution

The Contractor agrees to distribute funds as detailed in the SPA requested by the Council and the Budget Summary, ATTACHMENT IV to this Contract. The Contractor may request a budget revision by submitting a written request to the Council's Contract Manager. Upon approval, the Council's Chief Financial Officer will issue a budget revision letter. An amendment is required to change the total amount of this Contract.

C. Method of Invoice Payment

Payment shall be made upon the Contractor's presentation of an invoice subsequent to the acceptance and approval by the Council of the deliverables shown on the invoice. The form and substance of each invoice submitted by the Contractor shall be as follows:

1. Request payment monthly for the units of service established in the Contractor's approved Service Provider Application, provided in conformance with the requirements as described in the current DOEA Handbook, at the rates established in the Budget Summary, ATTACHMENT IV to this Contract. Any requested changes to the approved budget subsequent to the execution of this Contract must be submitted to the Council's Program Specialist for approval. Any changes to the total contract amount requires a formal contract amendment.
2. All requests for payment and expenditure reports submitted to support requests for payment shall be on Forms 105 and 106, ATTACHMENT V to this Contract. The Contractor will consolidate all requests for payment from subcontractors and expenditure reports that support requests for payment.

D. Payment Withholding

Any payment due by the Council under the terms of this Contract may be withheld pending the receipt and approval by the Council of all financial and programmatic reports due from the Contractor and any adjustments thereto, including any disallowance not resolved as outlined in Paragraph 27 of the Master Contract.

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E. Date for Final Request for Payment

The final request for payment will be due to the Council no later than July 25, 2024.

F. CIRTS Data Entries for Subcontractors

The Contractor and its subcontractor(s) shall enter all required data for clients and services in the CIRTS database in accordance with the current DOEA Handbook and the CIRTS User Manual – Aging Provider Network users (located in Documents on the CIRTS Enterprise Application Services). Subcontractor(s) must enter this data into the CIRTS prior to submitting their invoice to the Contractor. The Contractor shall establish deadlines for completing CIRTS data entry and ensure compliance with due dates in the Invoice Report Schedule, ATTACHMENT III of this Contract.

G. Monthly CIRTS Reports

The Contractor is required to run monthly CIRTS's reports and verify that client and service data in the CIRTS is accurate. This report must be submitted to the Council with the monthly request for payment and expenditure report and must be reviewed by the Council before the Contractor's request for payment and expenditure reports can be approved by the Council.

H. Corrective Action Plan

1. Contractor shall ensure 100% of the deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract are performed pursuant to Contract requirements.
2. If at any time the Contractor is notified by the Council's Program Specialist that it has failed to correctly, completely, adequately perform contract deliverables identified in ATTACHMENT I, Section II.C.1 through Section II.C.3 of this Contract, the Contractor will have ten (10) days to submit a Corrective Action Plan ("CAP") to the Council's Program Specialist that addresses the deficiencies and states how the deficiencies will be remedied within a time period approved by the Council's Program Specialist. The Council shall assess a Financial Consequence for Noncompliance on the Contractor as referenced in ATTACHMENT I, Section III.I of this Contract for each deficiency identified in the CAP which is not corrected pursuant to the CAP. The Council will also assess a Financial Consequence for failure to timely submit a CAP.
3. If the Contractor fails to correct an identified deficiency within the approved time period specified in the CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract from the payment for the invoice of the following month.
4. If Contractor fails to timely submit a CAP, the Council shall deduct the percentage established in ATTACHMENT I, Section III.I. of this Contract for each day the CAP is overdue. The deduction will be made from the payment for the invoice of the following month.

I. Financial Consequences

1. The Council will withhold or reduce payment if the Contractor fails to perform the deliverables to the satisfaction of the Council according to the requirements referenced in ATTACHMENT I, Section II.C of this Contract. The following financial consequences will be imposed if the deliverables stated do not meet in part or in whole the performance criteria as outlined in ATTACHMENT I, Section II.C of this Contract.
 - a. Delivery of services to eligible clients as referenced in ATTACHMENT I, Section II.A.1 through Section II.A.2 and Section II.C.1 of this Contract – Failure to comply with established

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assessment and prioritization criteria, as evidenced by the CIRTS reports, will result in a 2% reduction of payment per business day. The reduction of payment will begin on the first business day following the Council's notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

- b. Services and units of services as referenced in Section II.E.2. of this Contract – Failure to provide services in accordance with the current DOE A Programs and Services Handbook, the service tasks described in ATTACHMENT I, Section II.A of this Contract, and submission of required documentation will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council’s notification to the Contractor that the identified deficiency is not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- c.
- d. Administrative duties as referenced in Section II.C.3. of this Contract – Failure to perform management and oversight of LSP Program operations will result in a 2% reduction of payment per business day. The reduction of payment will begin the first business day following the Council’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council-approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.
- e. Timely submission of a CAP – Failure to timely submit a CAP within 10 business days after notification of a deficiency by the DOE A Contract Manager will result in a 2% reduction of payment per business day the CAP is not received. The reduction of payment will begin the first business day following the Council’s notification to the Contractor that the identified deficiency was not cured or satisfactorily addressed in accordance with the Council approved CAP, referenced in ATTACHMENT I, Section III.H of this Contract.

SECTION IV. SPECIAL PROVISIONS

A. Date for Final Request for Budget Revisions

Final requests for budget revision or adjustments to Contract funds based on expenditures for services provided through June 30, 2024, must be submitted to the Program Specialist and the Chief Financial Officer, no later than June 30, 2024; email requests are considered acceptable.

B. Contractor's Financial Obligations

1. Use of Service Dollars and Assessed Priority Consumer List Management

The Contractor is expected to spend all federal, state and other funds provided by the Council for the purpose specified in this Contract. The Contractor must manage service funds in such a manner as to avoid having a wait list and a surplus of funds at the end of the contract period for each program managed by the Contractor. If the Council determines that the Contractor is not spending service funds accordingly, the Council may transfer funds to other service areas during the contract period and/or adjust subsequent funding allocations accordingly, as allowable under state and federal law.

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C. Contract Limits

In no case shall the Contractor be required to incur costs in excess of the contract amount in providing services to the clients.

D. Remedies- Nonconforming Services

1. The Contractor shall ensure that all goods and/or services provided under this Contract are delivered timely, completely and commensurate with required standards of quality. Such goods and/or services will only be delivered to eligible program participants.
2. If the Contractor fails to meet the prescribed quality standards for services, such services will not be reimbursed under this Contract. In addition, any nonconforming goods and/or services not meeting such standards will not be reimbursed under this Contract. The Contractor's signature on the Forms 106 and 105, ATTACHMENT V of this Contract, certifies maintenance of supporting documentation and acknowledgement that the Contractor shall solely bear the costs associated with preparing or providing nonconforming goods and/or services. The Council requires immediate notice of any significant and/or systemic infractions that compromise the quality, security or continuity of services to clients.

E. Incident Reporting

The Contractor shall notify the Council immediately, but no later than forty-eight (48) hours from, the Contractor's awareness or discovery of conditions that may materially affect the Contractor or subcontractor's ability to perform the services required to be performed under any contract or agreement which incorporates Master Contract by reference and in authorizing proviso. Such notice shall be made orally to the Council's Program Director (by telephone) with an email to immediately follow, including the Contractor's plan for provision of services authorized in proviso.

F. Investigation of Criminal Allegations

Any report that implies criminal intent on the part of the Contractor or any subcontractors, if known to Contractor, and referred to a governmental or investigatory agency must be sent to the Council. If the Contractor has reason to believe that the allegations will be referred to the State Attorney, a law enforcement agency, the United States Attorney's office, or governmental agency, the Contractor shall notify the Council immediately. A copy of all documents, reports, notes, or other written material concerning the investigation, whether in the possession of the Contractor or subcontractors, must be sent to the Council with a summary of the investigation and allegations.

G. Volunteers

The Contractor shall ensure the use of trained volunteers in providing direct services delivered to older individuals and individuals with disabilities needing such services. If possible, the Contractor shall work in coordination with organizations that have experience in providing training, placement, and stipends for volunteers or participants (such as the Senior Community Service Employment Program or organizations carrying out federal service programs administered by the Corporation for National and Community Service), in community service settings.

H. Enforcement

1. The Council may, without taking any intermediate measures available to it against the Contractor, rescind the Contractor's designation as a Contractor, if the Council finds that:
 - a. An intentional or negligent act of the Contractor has materially affected the health, welfare, or safety of clients served pursuant to any contract or agreement incorporating Master

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Contract by reference, or substantially and negatively affected the operation of an aging services program covered under any contract or agreement;

- b. The Contractor lacks financial stability sufficient to meet contractual obligations or that contractual funds have been misappropriated;
- c. The Contractor has committed multiple or repeated violations of legal and regulatory standards, regardless of whether such laws or regulations are enforced by the Council, or the Contractor has committed or repeated violations of Council standards;
- d. The Contractor has failed to continue the provision or expansion of services after the declaration of a state of emergency;
- e. The Contractor has exceeded its authority or otherwise failed to adhere to the terms of Master Contract and any contract or agreement incorporating Master Contract by reference;
- f. The Contractor has failed to properly determine client eligibility as defined by the Council or efficiently manage program budgets; or
- g. The Contractor has failed to implement and maintain a Council-approved client grievance resolution procedure.

2. In making any determination under this provision the Council may rely upon the findings of another state or federal agency, or other regulatory body. Any claims for damages for breach of any contract or agreement incorporating Master Contract by reference are exempt from administrative proceedings and shall be brought before the appropriate entity in the venue of Broward County, Florida.

I. Contract Modifications

The Council's Program Director has the authority to modify and/or extend deliverable deadlines. All deliverable extension requests must be made to the Council's Program Director, in writing, prior to the required deadline. All approvals for deliverable extensions must be communicated, in writing, by the Council's Program Director to the Contractor and are subject to the discretion of the Council's Program Director. The requests and the approval must occur prior to the established deadline. An e-mail writing (request and response) is considered acceptable.

END OF ATTACHMENT I

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ATTACHMENT II**FINANCIAL AND COMPLIANCE AUDIT**

The administration of resources awarded by the Council to the Contractor may be subject to audits and/or monitoring by the Council, as described in this section.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200 (formerly OMB Circular A-133 as revised), and Section 215.97, F.S., (see “AUDITS” below), monitoring procedures may include, but not be limited to, on-site visits by the Council staff, limited scope audits, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Council. In the event the Council determines that a limited scope audit of the Contractor is appropriate, the provider agrees to comply with any additional instructions provided by the Council to the provider regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Council or Auditor General.

AUDITS**PART I: FEDERALLY FUNDED**

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in 2 CFR Part 200, Subpart A.

In the event that the Contractor expends \$750,000.00 or more in federal awards during its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200. EXHIBIT 2 indicates federal resources awarded through the Council by this Contract. In determining the federal awards expended in its fiscal year, the provider shall consider all sources of Federal awards, including federal resources received from the Council. The determination of amounts of Federal awards expended should be in accordance with 2 CFR Part 200. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200 will meet the requirements of this part.

In connection with the audit requirements addressed in Part I, paragraph 1, the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR §200.508.

If the Contractor expends less than \$750,000.00 in federal awards in its fiscal year, an audit conducted in accordance with the provisions of 2 CFR Part 200 is not required. In the event that the Contractor expends less than \$750,000.00 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200 the cost of the audit must be paid from non-federal resources (i.e., the cost of such audit must be paid from Contractor resources obtained from other than federal entities.)

An audit conducted in accordance with this part shall cover the entire organization for the organization’s fiscal year. Compliance findings related to contract with the Council shall be based on the contract’s requirements, including any rules, regulations, or statutes referenced in the contract. The financial statements shall disclose whether or not the matching requirement was met for each applicable contract. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by 2 CFR §200.510 the schedule of expenditures of federal awards shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within the earlier of 30 days after receipt of the audit report or 9 months after the end of the Contractor’s fiscal year end.

PART II: STATE FUNDED

This part is applicable if the Contractor is a non-state entity as defined by Section 215.97(2), F.S.

In the event that the Contractor expends a total amount of state financial assistance equal to or in excess of \$750,000.00 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations),

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Rules of the Auditor General. EXHIBIT 2, Financial Compliance Audit Attachment to this Contract indicates state financial assistance awarded through the Council by this Contract. In determining the state financial assistance expended in its fiscal year, the provider shall consider all sources of state financial assistance, including state financial assistance received from the Council, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2), F.S., and Chapter 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, F.S., is not required. In the event that the Contractor expends less than \$750,000.00 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, F.S., the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the provider resources obtained from other than State entities).

An audit conducted in accordance with this part shall cover the entire organization for the organization's fiscal year. Compliance findings related to contracts with the Council shall be based on the contract's requirements, including any applicable rules, regulations, or statutes. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Council shall be fully disclosed in the audit report with reference to the Council contract involved. If not otherwise disclosed as required by Rule 69I-5.003, F.A.C., the schedule of expenditures of state financial assistance shall identify expenditures by contract number for each contract with the Council in effect during the audit period. Financial reporting packages required under this part must be submitted within 45 days after delivery of the audit report, but no later than 12 months after the Contractor's fiscal year end for local governmental entities. Non-profit or for-profit organizations are required to be submitted within 45 days after delivery of the audit report, but no later than 9 months after the Contractor's fiscal year end. Notwithstanding the applicability of this portion, the Council retains all right and obligation to monitor and oversee the performance of this contract as outlined throughout this document and pursuant to law.

PART III: REPORT SUBMISSION

Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200 and required by PART I of this Financial Compliance Audit Attachment shall be submitted, when required by 2 CFR §200.512 by or on behalf of the provider directly to each of the following:

Federal Audit Clearinghouse Bureau of the Census
1201 East 10th Street Jeffersonville, IN 47132

Pursuant to 2 CFR §200.512, all other Federal agencies, pass-through entities and others interested in a reporting package and data collection form must obtain it by accessing the Federal Audit Clearinghouse.

The Contractor shall submit a copy of any management letter issued by the auditor, to the Council at the following address:

Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

Additionally, copies of financial reporting packages required by PART II of this Financial Compliance Audit Attachment shall be submitted by or on behalf of the Contractor directly to each of the following:

The Council at the following address:
Areawide Council on Aging of Broward County, Inc.
5300 Hiatus Road Sunrise, FL 33351

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The Auditor General's Office at the following address:
State of Florida Auditor General
Claude Pepper Building, Room 574
111 West Madison Street Tallahassee, Florida 32399-1450

Any reports, management letter, or other information required to be submitted to the Council pursuant to this contract shall be submitted timely in accordance with 2 CFR Part 200, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Contractors, when submitting financial reporting packages to the Council for audits done in accordance with 2 CFR Part 200 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

PART IV: RECORD RETENTION

The provider shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of six (6) years from the date the audit report is issued, and shall allow the Council or its designee, the CFO or Auditor General access to such records upon request. The provider shall ensure that audit working papers are made available to the Council or its designee, CFO, or Auditor General upon request for a period of six (6) years from the date the audit report is issued, unless extended in writing by the Council.

END OF ATTACHMENT II

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EXHIBIT 1**PART I: AUDIT RELATIONSHIP DETERMINATION**

Contractors who receive state or federal resources may or may not be subject to the audit requirements of 2 CFR Part 200 and/or Section 215.97, F.S. Contractors who are determined to be recipients or sub-recipients of federal awards and/or state financial assistance may be subject to the audit requirements if the audit threshold requirements set forth in Part I and/or Part II of Exhibit I are met. Providers who have been determined to be vendors are not subject to the audit requirements of 2 CFR §200.38, and/or Section 215.97, F.S. Regardless of whether the audit requirements are met, providers who have been determined to be recipients or sub-recipients of Federal awards and/or state financial assistance must comply with applicable programmatic and fiscal compliance requirements.

In accordance with 2 CFR Part 200 and/or Rule 69I-5.006, FAC, Contractor has been determined to be:

Vendor not subject to 2 CFR §200.38 and/or Section 215.97, F.S.

Recipient/sub-recipient subject to 2 CFR §200.86 and §200.93 and/or Section 215.97, F.S.

Exempt organization not subject to 2 CFR Part 200 and/or Section 215.97, F.S. For Federal awards, for-profit organizations are exempt; for state financial assistance projects, public universities, community colleges, district school boards, branches of state (Florida) government, and charter schools are exempt. Exempt organizations must comply with all compliance requirements set forth within the contract or award document.

NOTE: If a Contractor is determined to be a recipient/sub-recipient of federal and or state financial assistance and has been approved by the Council to subcontract, they must comply with Section 215.97(7), F.S., and Rule 69I-5.006, F.A.C. [state financial assistance] and 2 CFR §200.330[federal awards].

PART II: FISCAL COMPLIANCE REQUIREMENTS

FEDERAL AWARDS OR STATE MATCHING FUNDS ON FEDERAL AWARDS. Contractors who receive Federal awards, state maintenance of effort funds, or state matching funds on Federal awards and who are determined to be a subrecipient must comply with the following fiscal laws, rules and regulations:

STATES, LOCAL GOVERNMENTS AND INDIAN TRIBES MUST FOLLOW:

2 CFR §200.416 - §200.417 – Special Considerations for States, Local Governments and Indian Tribes*

2 CFR §200.201 – Administrative Requirements**

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

NON-PROFIT ORGANIZATIONS MUST FOLLOW:

2 CFR §200.400 - §200.411 – Cost Principles*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

EDUCATIONAL INSTITUTIONS (EVEN IF A PART OF A STATE OR LOCAL GOVERNMENT) MUST FOLLOW:

2 CFR §200.418 – §200.419 – Special Considerations for Institutions of Higher Education*

2 CFR §200.100 – Administrative Requirements

2 CFR §200 Subpart F – Audit Requirements

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

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*Some Federal programs may be exempted from compliance with the Cost Principles Circulars as noted in 2 CFR §200.400(5) (c).

**For funding passed through U.S. Health and Human Services, 45 CFR 75; for funding passed through U.S. Department of Education, 34 CFR 80.

STATE FINANCIAL ASSISTANCE. Contractors who receive state financial assistance and who are determined to be a recipient/sub-recipient must comply with the following fiscal laws, rules and regulations:

Section 215.97 & 215.971, F.S.

Chapter 691-5, F.A.C.

State Projects Compliance Supplement

Reference Guide for State Expenditures

Other fiscal requirements set forth in program laws, rules and regulations

END OF EXHIBIT I

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EXHIBIT 2

FUNDING SUMMARY

Note: Title 2 CFR, as revised, and Section 215.97, F.S., require that the information about Federal Programs and State Projects included in Attachment II, Exhibit 1, be provided to Contractor. Information contained herein is a prediction of funding sources and related amounts on the contract budget.

1. FEDERAL RESOURCES AWARDED TO THE SUBRECIPIENT PURSUANT TO THIS CONTRACT CONSISTS OF THE FOLLOWING:

Program Title	Year	Funding Source	CFDA/ CSFA #	Amount
TOTAL FUNDS CONTAINED IN THIS CONTRACT:				

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

FEDERAL FUNDS:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. OMB Circular A-133 – Audits of States, Local Governments, Non-Project Organizations.

2. STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS

PROGRAM TITLE	FUNDING SOURCE	CFDA	AMOUNT
TOTAL STATE AWARD			\$0

STATE FINANCIAL ASSISTANCE SUBJECT TO Sec. 215.97, F.S.

PROGRAM TITLE	FUNDING SOURCE	CSFA	AMOUNT
Local Service Programs	General Revenue	65.009	\$ 216,155.00
TOTAL AWARD			\$ 216,155.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS CONTRACT ARE AS FOLLOWS:

STATE FINANCIAL ASSISTANCE

Section 215.97 & 215.971, F.S., Chapter 691-5, F.A.C, State Projects Compliance Supplement Reference Guide for State Expenditures
Other fiscal requirements set forth in program laws, rules and regulations

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ATTACHMENT III

LOCAL SERVICE PROGRAM
INVOICE REPORT SCHEDULE

<u>Report Number</u>	<u>Based On</u>	<u>Due to Council On This Date</u>
1	July Advance*	July 3
2	August Advance*	July 3
3	July Expenditure Report	August 7
4	August Expenditure Report	September 7
5	September Expenditure Report	October 6
6	October Expenditure Report	November 7
7	November Expenditure Report	December 7
8	December Expenditure Report	January 8
9	January Expenditure Report	February 7
10	February Expenditure Report	March 7
11	March Expenditure Report	April 5
12	April Expenditure Report	May 7
13	May Expenditure Report	June 7
14	June Expenditure Report	July 8
15	Final Expenditure	July 25

Legend: * Advance based on projected cash need as supported by a cash-flow analysis is or other information appropriate to demonstrate the Contractor financial need for the advance.

Note # 1: Report #1 and #2 for Advance Basis Contracts cannot be submitted to the DOEA prior to July 1 or until the Contract with the Council has been executed and a copy sent to DFS.

Note # 2: Report numbers 3 through 14 will reflect an adjustment of one twelve of the total advance amount, on each of the reports respectively, repaying advances on the contract. The adjustment will be recorded in Part C, 1 of the report.

Note # 3: Submission of expenditure reports may or may not generate a payment request. If final expenditure report reflects funds due back to the Council, payment is to accompany the report.

Note # 4: Reports submitted after the 10th of the month will be processed the following month. This rule will be enforced.

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ATTACHMENT IV**LOCAL SERVICE PROGRAM****BUDGET SUMMARY**

FIXED SERVICES	Total Units	Unit Rate	LSP Funds	Total Reimbursement
Transportation	20,567	\$10.51	\$216,155.00	\$216,155.00
TOTAL AGREEMENT AMOUNT - LSP			\$216,155.00	\$216,155.00

DocuSign Envelope ID: 091CC5E1-FFB9-4330-843E-F58290D432E3

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ATTACHMENT V

Forms 105 and 106Sub Contractor for PSA #10
ADRC of Broward County

CONTRACT #

RECEIPTS AND UNIT COST REPORT
PROGRAM

PROVIDER NAME, ADDRESS, PHONE # and FEID# PROVIDER NAME ADDRESS ADDRESS Tel 954-XXX-XXXX Fax 954-XXX-XXXX FEID # 59-XXXXXXX	FUNDING SOURCE: Program	THIS REPORT PERIOD MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA #: 10
--	--------------------------------	---

CERTIFICATION: I certify to the best of my knowledge and belief that the report is complete and correct and all outlays herein are for purposes set forth in the contract. Further I certify that the attached monthly and YTD service units /undup clients' report is correct.

Prepared By:	Date	Approved By:	Date			
PART a: INCOME / RECEIPTS		A. Approved Budget	B. Actual Receipts for	C. Total Receipts Year to Date	D. % Of Approved Budget	
1. Federal Funds		\$0.00	\$0.00	\$0.00	#DIV/0!	
2. State Funds						
3. Program Income						
4. Local Cash Match						
5. SUBTOTAL CASH RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!	
6. Local In-Kind match						
7. TOTAL RECEIPTS		\$0.00	\$0.00	\$0.00	#DIV/0!	
PART b: UNIT COST REPORT						
(A) SERVICE	(B) CONTRACT AMOUNT	(C) UNITS	(D) UNIT RATE	(E) AMOUNT EARNED THIS PERIOD	(F) AMOUNT PREV. EARNED	(G) AMOUNT EARNED YTD
YTD Units						
FIXED SERVICES						
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
				\$0.00	\$0.00	\$0.00
PART c: OTHER REVENUE / PROGRAM INCOME		A. Total - Current Month	B. Total - Year To Date			
1 CONTRIBUTIONS (EXCLUDES CLIENT CO-PAY COLLECTIONS)		\$0.00	\$0.00			
2 CLIENT CO-PAY ASSESSED		\$0.00	\$0.00			
3. CLIENT CO-PAY COLLECTIONS		\$0.00	\$0.00			
4. INTEREST (NET AMOUNT NOT RETURNED)		\$0.00	\$0.00			
5. MATCH VALUATION (INCLUDES CASH & IN-KIND)		\$0.00	\$0.00			

PSA #10 Form 105. Dated July 1997

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CONTRACT

CASH ADVANCE AND CONTRACT PAYMENT REQUEST FORM
PROGRAM
FUNDING SOURCE

PROVIDER NAME, ADDRESS, PHONE & FEID # PROVIDER NAME ADDRESS ADDRESS Tel: 954-XXX-XXXX Fax: 954-XXX-XXXX FEID #: 59-XXXXXXX	TYPE OF REPORT: A. PAYMENT REQUEST: Regular <input checked="" type="checkbox"/> Supplemental B. METHOD OF PAYMENT: Advance <input checked="" type="checkbox"/> Reimbursement <input checked="" type="checkbox"/>	THIS REQUEST PERIOD: MONTH REPORT #: CONTRACT PERIOD: CONTRACT # PSA#: 10			
CERTIFICATION: I hereby certify that this request or refund conforms with the terms of the above contract.					
Prepared By:	Date:	Approved By: Date:			
PART A: CONTRACT FUNDS SUMMARY		SERVICE	SERVICE	SERVICE	TOTAL
1. Approved Contract Amount		\$0.00	\$0.00	\$0.00	\$0.00
2. Previous Funds Requested for Contract Period		\$0.00	\$0.00	\$0.00	\$0.00
3 Contract Funds Available		\$0.00	\$0.00	\$0.00	\$0.00
PART B: CONTRACT FUNDS REQUESTED:		SERVICE	SERVICE	SERVICE	TOTAL
1. Cash Advances (1st-2nd Months)		\$0.00	\$0.00	\$0.00	\$0.00
2. Amount Earned This Period <small>= to PSA #10 Form 105Z Part B Column E</small>		\$0.00	\$0.00	\$0.00	\$0.00
3. Total		\$0.00	\$0.00	\$0.00	\$0.00
PART C: NET FUNDS REQUESTED:					
1. Less Overadvance		\$0.00	\$0.00	\$0.00	\$0.00
2. Contract Funds Are Herby Requested <small>Part B Line 4 minus Part C line 1) (Not to exceed Part A Line 5)</small>		\$0.00	\$0.00	\$0.00	\$0.00
ADVANCE EARNED		\$0.00	\$0.00	\$0.00	\$0.00
Advance Remaining		\$0.00	\$0.00	\$0.00	\$0.00

PSA #10 FORM 106 Dated July 97

AAA Office Use Only

BATCH #: _____

VENDOR ID:P-PROVIDER

DESC: PROVIDER PROGRAM MM/YYYY

ACCOUNT #: _____

CHECK # _____ CHECK DATE: _____

INPUT: _____ APPROVAL: _____

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ATTACHMENT VI**CERTIFICATIONS AND ASSURANCES**

Council will not award this Contract unless Contractor completes the CERTIFICATIONS AND ASSURANCES contained in this Attachment. In performance of this Contract, Contractor provides the following certifications and assurances:

- A. Debarment and Suspension Certification (29 CFR Part 95 and 45 CFR Part 75)**
- B. Certification Regarding Lobbying (29 CFR Part 93 and 45 CFR Part 93)**
- C. Nondiscrimination & Equal Opportunity Assurance (29 CFR Part 37 and 45 CFR Part 80)**
- D. Certification Regarding Public Entity Crimes, section 287.133, F.S.**
- E. Association of Community Organizations for Reform Now (ACORN) Funding Restrictions Assurance (Pub. L. 111-117)**
- F. Scrutinized Companies Lists and No Boycott of Israel Certification, section 287.135, F.S.**
- G. Certification Regarding Data Integrity Compliance for Contracts, Agreements, Grants, Loans and Cooperative Agreements**
- H. Verification of Employment Status Certification**
- I. Records and Documentation**
- J. Certification Regarding Inspection of Public Records**

A. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS – PRIMARY COVERED TRANSACTIONS.

The undersigned Contractor certifies to the best of its knowledge and belief, that it and its principals:

- 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;
- 2. Have not within a three-year period preceding this Contract been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- 3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.2. of this certification; and/or
- 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause of default.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

B. CERTIFICATION REGARDING LOBBYING – Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned Contractor certifies, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative.

agreement, the undersigned shall also complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients and contractors shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. NON DISCRIMINATION & EQUAL OPPORTUNITY ASSURANCE (29 CFR PART 37 AND 45 CFR PART 80).

As a condition of the Contract, Contractor assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

1. Section 188 of the Workforce Investment Act of 1998 (WIA), (Pub. L. 105-220), which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation, or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I-financially assisted program or activity;
2. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
3. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 84), to the end that, in accordance with Section 504 of that Act, and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
4. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Council.
5. Title IX of the Educational Amendments of 1972 (Pub. L. 92-318), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 CFR Part 86), to the end that, in accordance with Title IX and the Regulation, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any education program or activity for which the Applicant receives Federal financial assistance from the Council.
6. The American with Disabilities Act of 1990 (Pub. L. 101-336), prohibits discrimination in all employment practices, including, job application procedures, hiring, firing, advancement, compensation, training, and other terms, conditions, and privileges of employment. It applies to

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recruitment, advertising, tenure, layoff, leave, fringe benefits, and all other employment-related activities, and;

7. Contractor also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to Contractor's operation of the WIA Title I – financially assisted program or activity, and to all contracts Contractor makes to carry out the WIA Title I – financially assisted program or activity. Contractor understands that DOEA and the United States have the right to seek judicial enforcement of the assurance.

The undersigned shall require that language of this certification be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients and contractors shall provide this certification accordingly.

D. CERTIFICATION REGARDING PUBLIC ENTITY CRIMES, SECTION 287.133, F.S.

Contractor hereby certifies that neither it, nor any person or affiliate of Contractor, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list.

Contractor understands and agrees that it is required to inform Council immediately upon any change of circumstances regarding this status.

E. ASSOCIATION OF COMMUNITY ORGANIZATIONS FOR REFORM NOW (ACORN) FUNDING RESTRICTIONS ASSURANCE (Pub. L. 111-117).

As a condition of the Contract, Contractor assures that it will comply fully with the federal funding restrictions pertaining to ACORN and its subsidiaries per the Consolidated Appropriations Act, 2010, Division E, Section 511 (Pub. L. 111-117). The Continuing Appropriations Act, 2011, Sections 101 and 103 (Pub. L. 111-242), provides that appropriations made under Pub. L. 111-117 are available under the conditions provided by Pub. L. 111-117.

The undersigned shall require that language of this assurance be included in the documents for all subcontracts at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub recipients and contractors shall provide this assurance accordingly.

F. SCRUTINIZED COMPANIES LISTS CERTIFICATION AND NO BOYCOTT OF ISRAEL CERTIFICATION, SECTION 287.135, F.S.

In accordance with section 287.135,F.S., Contractor hereby certifies that it has not been placed on the Scrutinized Companies that Boycott Israel List and that is not engaged in a boycott of Israel.

If this Contract is in the amount of \$1 million or more, in accordance with the requirements of section 287.135, F.S., Contractor hereby certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists and that it is not engaged in business operations in Cuba or Syria.

Contractor understands that pursuant to section 287.135, F.S., the submission of a false certification may result in the Council terminating this Contract and the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs, including any costs for investigations that led to the finding of false certification.

If Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Contract.

G. CERTIFICATION REGARDING DATA INTEGRITY COMPLIANCE FOR CONTRACT, AGREEMENTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

1. The Contractor and any Subcontractors of services under this Contract have financial management systems capable of providing certain information, including: (1) accurate, current, and complete

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disclosure of the financial results of each grant-funded project or program in accordance with the prescribed reporting requirements; (2) the source and application of funds for all contract supported activities; and (3) the comparison of outlays with budgeted amounts for each award. The inability to process information in accordance with these requirements could result in a return of grant funds that have not been accounted for properly.

2. Management Information Systems used by the Contractor, Subcontractors, or any outside entity on which the Contractor is dependent for data that is to be reported, transmitted or calculated, have been assessed and verified to be capable of processing data accurately, including year-date dependent data. For those systems identified to be non-compliant, Contractors will take immediate action to assure data integrity.
3. If this Contract includes the provision of hardware, software, firmware, microcode or imbedded chip technology, the undersigned warrants that these products are capable of processing year-date dependent data accurately. All versions of these products offered by the Contractor (represented by the undersigned) and purchased by the state will be verified for accuracy and integrity of data prior to transfer.
4. In the event of any decrease in functionality related to time and date related codes and internal subroutines that impede the hardware or software programs from operating properly, the Contractor agrees to immediately make required corrections to restore hardware and software programs to the same level of functionality as warranted herein, at no charge to the state, and without interruption to the ongoing business of the state, time being of the essence.
5. The Contractor and any Subcontractors of services under this Contract warrant their policies and procedures include a disaster plan to provide for service delivery to continue in case of an emergency including emergencies arising from data integrity compliance issues.

H. VERIFICATION OF EMPLOYMENT STATUS CERTIFICATION

As a condition of contracting with the Council, Contractor certifies the use of the U.S. Department of Homeland Security's E-verify system to verify the employment eligibility of all new employees hired by Contractor during the contract term to perform employment duties pursuant to this Contract and that any subcontracts include an express requirement that subcontractors performing work or providing services pursuant to this Contract utilize the E-verify system to verify the employment eligibility of all new employees hired by the subcontractor during the entire Contract term.

The Contractor shall require that the language of this certification be included in all subcontract, subgrants, and other agreements and that all subcontractors shall certify compliance accordingly.

This certification is a material representation of fact upon which reliance was placed when this Contract was made or entered into. Submission of this certification is a prerequisite for making or entering into this Contract imposed by OMB Circulars A-102 and 2 CFR Part 200, and 215 (formerly OMB Circular A-110).

I. RECORDS AND DOCUMENTATION

The Contractor agrees to make available to Council staff and/or party designated by the Council any and all contract related records and documentation. The Contractor shall ensure the collection and maintenance of all program related information and documentation of any such system designated by the Council. Maintenance includes valid exports and backups of all data and systems according to Council standards.

J. CERTIFICATION REGARDING INSPECTION OF PUBLIC RECORDS

1. In addition to the requirements of Sections 10.1 of the Master Contract, and 119.0701(3) and (4) F.S., and any other applicable law, if a civil action is commenced as contemplated by section 119.0701(4), F.S., and the Council is named in the civil action, Contractor agrees to indemnify and hold harmless the Council for any costs incurred by the Council, and any attorneys' fees assessed

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or awarded against the Council from a Public Records Request made pursuant to Chapter 119, F.S., concerning this Contract or services performed thereunder.

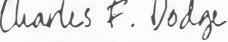
- a. Notwithstanding section 119.0701, F.S., or other Florida law, this section is not applicable to contracts executed between the Council and state agencies or subdivisions defined in section 768.28(2), F.S.
2. Section 119.01(3), F.S., states if public funds are expended by an agency in payment of dues or membership contributions for any person, corporation, foundation, trust, association, group, or other organization, all the financial, business, and membership records of such an entity which pertain to the public agency (Florida Department of Elder Affairs) are public records. Section 119.07, F.S., states that every person who has custody of such a public record shall permit the record to be inspected and copied by any person desiring to do so, under reasonable circumstances.

Additionally, I certify this organization does _____ does not _____ provide for institutional memberships.

Contractor's signature below attests that records pertaining to the dues or membership application by the Council are available of inspection if applicable, as stated above.

By execution of this Contract, Contractor must include these provisions (A-I) in all related subcontract agreements (if applicable).

By signing below, Contractor certifies the representations outlined in parts A through I above, are true and correct.

DocuSigned by

47B966ECFDAD4AC
Signature and Title of Authorized Representative

August 9, 2023

Date

City of Pembroke Pines, Florida / Southwest Focal Point Senior Center
Contractor

301 NW 103rd Avenue
Pembroke Pines, FL 33026

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ATTACHMENT VII**ASSURANCES—NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 45, minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

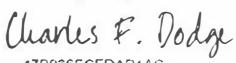
Note: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. §1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

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9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. §874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000.00 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1721 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470). EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200.
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL DocuSigned by:  47B966ECFDAD4AC	TITLE City Manager
APPLICANT ORGANIZATION City of Pembroke Pines, Florida / Southwest Focal Point Senior Center	DATE SUBMITTED August 9, 2023

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ATTACHMENT VIII
STATE OF FLORIDA DEPARTMENT OF ELDER AFFAIRS
CIVIL RIGHTS COMPLIANCE CHECKLIST

City of Pembroke Pines, Florida / Southwest Focal Point Senior Center	County Broward	AAA/Contractor
301 NW 103 rd Avenue	Completed By	
Pembroke Pines, FL 33026	Date	Phone 954-450-6888

PART I. READ THE ATTACHED INSTRUCTIONS FOR ILLUSTRATIVE INFORMATION, WHICH WILL HELP YOU IN THE COMPLETION OF THIS FORM.

1. Briefly describe the geographic area served by the program/facility and the type of service provided:

2. POPULATION OF AREA SERVED. Source of data:

Total #	% White	% Black	% Hispanic	% Other	% Female		

3. STAFF CURRENTLY EMPLOYED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

4. CLIENTS CURRENTLY ENROLLED OR REGISTERED. Effective date:

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	% Over 40

5. ADVISORY OR GOVERNING BOARD, IF APPLICABLE.

Total #	% White	% Black	% Hispanic	% Other	% Female	% Disabled	

PART II. USE A SEPARATE SHEET OF PAPER FOR ANY EXPLANATIONS REQUIRING MORE SPACE.

6. Is an Assurance of Compliance on file with the Council? If NA or NO, explain.

NA YES NO

7. Compare the staff composition to the population. Is the staff representative of the population?

If NA or NO, explain.

NA YES NO

8. Compare the client composition to the population. Are race and sex characteristics representative of the

Population? If NA or NO, explain

NA YES NO

9. Are eligibility requirements for services applied to clients and applicants without regard to race,

color, national origin, sex, age, religion, or disability? If NA or NO, explain.

NA YES NO

10. Are all benefits, services, and facilities available to applicants and participants in an equally effective

manner regardless of race, sex, color, age, national origin, religion, or disability? If NA or NO, explain.

NA YES NO

11. For in-patient services, are room assignments made without regard to race, color, national

origin, or disability? If NA or NO, explain.

NA YES NO

12. Is the program/facility accessible to non-English speaking clients? If NA or NO, explain.

NA YES NO

13. Are employees, applicants, and participants informed of their protection against discrimination?

If yes, how? Verbal Written Poster If NA or NO, explain.NA YES NO

14. Give the number and current status of any discrimination complaints regarding services or

employment filed against the program/facility.

NA NUMBER

15. Is the program/facility physically accessible to mobility, hearing, and sight-impaired individuals?

If NA or NO, explain.

NA YES NO
 PART III. THE FOLLOWING QUESTIONS APPLY TO PROGRAMS AND FACILITIES WITH 15 OR MORE EMPLOYEES

16. Has a self-evaluation been conducted to identify any barriers to serving disabled individuals, and to make any necessary modifications? If NO, explain.

YES NO

17. Is there an established grievance procedure that incorporates due process in the resolution of complaints? If NO, explain.

YES NO

18. Has a person been designated to coordinate Section 504 compliance activities? If NO, explain.

YES NO

19. Do recruitment and notification materials advise applicants, employees, and participants of nondiscrimination on the basis of disability? If NO, explain.

YES NO

20. Are auxiliary aids available to assure the accessibility of services to hearing and sight impaired individuals? If NO, explain.

YES NO
 PART IV. FOR PROGRAMS OR FACILITIES WITH 50 OR MORE EMPLOYEES AND FEDERAL CONTRACTS OF \$50,000.00 OR MORE.

21. Do you have a written affirmative action plan? If NO, explain.

YES NO

DOEA USE		In Compliance: YES NO*
Reviewed By		*Notice of Corrective Action Sent <u> / </u>
Program Office		Response Due <u> / </u>
Date	Telephone	Response Received <u> / </u>
On-Site	Desk Review	

INSTRUCTIONS FOR THE CIVIL RIGHTS COMPLIANCE CHECKLIST

1. Describe the geographic service area such as a district, county, city, or other locality. If the program/facility serves a specific target population such as adolescents, describe the target population. Also, define the type of service provided.
2. Enter the percent of the population served by race and sex. The population served includes persons in the geographical area for which services are provided such as a city, county or other regional area. Population statistics can be obtained from local chambers of commerce, libraries, or any publication from the 1980 Census containing Florida population statistics. Include the source of your population statistics. ("Other" races include Asian/Pacific Islanders and American Indian/Alaskan Natives.)
3. Enter the total number of full-time staff and their percent by race, sex, and disability. Include the effective date of your summary.
4. Enter the total number of clients who are enrolled, registered, or currently served by the program or facility, and list their percent by race, sex, and disability. Include the date that enrollment was counted.
5. Enter the total number of advisory board members and their percent by race, sex, and disability. If there is no advisory or governing board, leave this section blank.
6. Each recipient of federal financial assistance must have on file an assurance that the program will be conducted in compliance with all nondiscriminatory provisions as required in 45 CFR 80. This is usually a standard part of the contract language for DOEA recipients and their sub-grantees, 45 CFR 80.4 (a).
7. Is the race, sex, and national origin of the staff reflective of the general population? For example, if 10% of the population is Hispanic, is there a comparable percentage of Hispanic staff?
8. Where there is a significant variation between the race, sex or ethnic composition of the clients and their availability in the population, the program/facility has the responsibility to determine the reasons for such variation and take whatever action may be necessary to correct any discrimination. Some legitimate disparities may exist when programs are sanctioned to serve target populations such as elderly or disabled persons, 45 CFR 80.3 (b) (6).
9. Do eligibility requirements unlawfully exclude persons in protected groups from the provision of services or employment? Evidence of such may be indicated in staff and client representation (Questions 3 and 4) and also through on-site record analysis of persons who applied but were denied services or employment, 45 CFR 80.3 (a) and 45 CFR 80.1 (b) (2).
10. Participants or clients must be provided services such as medical, nursing and dental care, laboratory services, physical and recreational therapies, counseling and social services without regard to race, sex, color, national origin, religion, age or disability. Courtesy titles, appointment scheduling, and accuracy of record keeping must be applied uniformly and without regard to race, sex, color, national origin, religion, age, or disability. Entrances, waiting rooms, reception areas, restrooms, and other facilities must also be equally available to all clients, 45 CFR 80.3 (b).
11. For in-patient services, residents must be assigned to rooms, wards, etc., without regard to race, color, national origin, or disability. Also, residents must not be asked whether they are willing to share accommodations with persons of a different race, color, national origin, or disability, 45 CFR 80.3 (a).
12. The program/facility and all services must be accessible to participants and applicants, including those persons who may not speak English. In geographic areas where a significant population of non-English speaking people live, program accessibility may include the employment of bilingual staff. In other areas, it is sufficient to have a policy or plan for service, such as a current list of names and telephone numbers of bilingual individuals who will assist in the provision of services, 45 CFR 80.3 (a).

13. Programs/facilities must make information regarding the nondiscriminatory provisions of Title VI available to their participants, beneficiaries, or any other interested parties. This should include information on their right to file a complaint of discrimination with either the Council, the State of Florida, Department of Elder Affairs, or the U.S. Department of HHS. The information may be supplied verbally or in writing to every individual, or may be supplied through the use of an equal opportunity policy poster displayed in a public area of the facility, 45 CFR 80.6 (d).
14. Report number of discrimination complaints filed against the program/facility. Indicate the basis, e.g., race, color, creed, sex, age, national origin, disability, retaliation; the issues involved, e.g., services or employment, placement, termination, etc. Indicate the civil rights law or policy alleged to have been violated along with the name and address of the local, state, or federal agency with whom the complaint has been filed. Indicate the current status, e.g., settled, no reasonable cause found, failure to conciliate, failure to cooperate, under review, etc.
15. The program/facility must be physically accessible to disabled individuals. Physical accessibility includes designated parking areas, curb cuts or level approaches, ramps and adequate widths to entrances. The lobby, public telephone, restroom facilities, water fountains, information, and admissions offices should be accessible. Door widths and traffic areas of administrative offices, cafeterias, restrooms, recreation areas, counters, and serving lines should be observed for accessibility. Elevators should be observed for door width, and Braille or raised numbers. Switches and controls for light, heat, ventilation, fire alarms and other essentials should be installed at an appropriate height for mobility impaired individuals.
16. Section 504 of the Rehabilitation Act of 1973 requires that a recipient of federal financial assistance conduct a self-evaluation to identify any accessibility barriers. Self-evaluation is a four-step process:
 - a. With the assistance of a disabled individual/organization, evaluate current practices and policies which do not comply with Section 504.
 - b. Modify policies and practices that do not meet Section 504 requirements.
 - c. Take remedial steps to eliminate any discrimination that has been identified.
 - d. Maintain self-evaluation on file. (This checklist may be used to satisfy this requirement if these four steps have been followed.), 45 CFR 84.6.
17. Programs or facilities that employ 15 or more persons must adopt grievance procedures that incorporate appropriate due process standards and provide for the prompt and equitable resolution of complaints alleging any action prohibited by Section 504.45 CFR 84.7 (b).
18. Programs or facilities that employ 15 or more persons must designate at least one person to coordinate efforts to comply with Section 504.45 CFR 84.7 (a).
19. Continuing steps must be taken to notify employees and the public of the program/facility's policy of nondiscrimination on the basis of disability. This includes recruitment material, notices for hearings, newspaper ads, and other appropriate written communication, 45 CFR 84.8 (a).
20. Programs/facilities that employ 15 or more persons must provide appropriate auxiliary aids to persons with impaired sensory, manual, or speaking skills where necessary. Auxiliary aids may include, but are not limited to, interpreters for hearing impaired individuals, taped or Braille materials, or any alternative resources that can be used to provide equally effective services, (45 CFR 84.52 (d).
21. Programs/facilities with 50 or more employees and \$50,000.00 in federal contracts must develop, implement, and maintain a written affirmative action compliance program in accordance with Executive Order 11246. 41 CFR 60 and Title VI of the Civil Rights Act of 1964, as amended.

July 1, 2023 – June 30, 2024

Contract JL023-10-2024

ATTACHMENT IX

BACKGROUND SCREENING


 Rita DeSantis
 Commissioner

 Michelle Branham
 Secretary

BACKGROUND SCREENING

Attestation of Compliance - Employer

AUTHORITY: This form is required annually of all employers to comply with the attestation requirements set forth in section 435.05(3), Florida Statutes.

- ✓ The term "employer" means any person or entity required by law to conduct background screenings, including but not limited to, Area Agencies on Aging/Aging and Disability Resource Centers, Lead Agencies, and Service Providers that contract directly or indirectly with the Department of Elder Affairs (DOEA), and any other person or entity which hires employees or has volunteers in service who meet the definition of a direct service provider. See §§ 435.02, 430.0402, Fla. Stat.
- ✓ A direct service provider is "a person 16 years of age or older who, pursuant to a program to provide services to the elderly, has direct, face-to-face contact with a client while providing services to the client and has access to the client's living area, funds, personal property, or personal identification information as defined in s. 817.568. The term includes coordinators, managers, and supervisors of residential facilities and volunteers." § 430.0402(1)(b), Fla. Stat.

ATTESTATION:

As the duly authorized representative of

Employer Name _____

located at _____

Street Address _____

City _____

State _____

ZIP code _____

I _____ do hereby affirm under penalty of

Name of Representative _____

perjury that the above named employer is in compliance with the provisions of Chapter 435 and section 430.0402, Florida Statutes, regarding level 2 background screening.

DocuSigned by:

A handwritten signature in black ink that reads "Charles F. Dodge".

Signature of Representative _____

August 9, 2023

Date _____

**INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF PEMBROKE PINES 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 Pembroke Pines, 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 thirty-six dollars and eighty-seven cents (\$36.87) for Total Vehicle Hours, subject to the availability of Transportation Surtax funds. 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 Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

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 subrecipient 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 subrecipients 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 subrecipients use County's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as 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 Broward County Transit (BCT), may call (954) 357-8481 to file a Title VI discrimination complaint or write to the Broward County Transportation Department, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, Florida 33324.

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 County procedures.

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:

Charles F. Dodge, City Manager
City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025
cdodge@ppines.com

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 Pembroke Pines, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

By Susan Seferian
Print Name: SUSAN SEFERIAN
By Matthew Eaton

Print Name: MATTHEW EATON

BROWARD COUNTY, by and through
its County Administrator

By Bertha Henry
for Bertha Henry, County Administrator

28th 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 10/24/19
(Date)
Deputy County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND
CITY OF PEMBROKE PINES FOR COMMUNITY SHUTTLE SERVICE

CITY

ATTEST:

AG Rogers
Sep. City Clerk

(CORPORATE SEAL)



CITY OF Pembroke Pines

By: Charles F. Dodge
Charles, F. Dodge, City Manager
8 day of 10 October 2019.

APPROVED AS TO FORM:

By: Julie Blahm 10/7/19
Julie Blahm, City Attorney

Exhibit A
Service Schedules, Routes & Maps

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center: **954.450.6850**

Monday - Friday: 8 am - 4:30 pm
Hearing-speech impaired/TTY:
954.435.6579

Visit the City of Pembroke Pines web site at: www.ppinies.com

For additional information about BCT routes, fares or connections, call:

BCT Rider Info 954.357.8400
Hearing-speech impaired/TTY
954.357.8302

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



Visit Broward County's web site
www.Broward.org/BCT

The logo for Broward County Florida features the word "BROWARD" in a bold, black, sans-serif font above the word "COUNTY" in a smaller, black, sans-serif font. Below "COUNTY" is the word "FLORIDA" in a smaller, black, sans-serif font. To the left of the text is a stylized graphic of a blue and white wave or mountain shape.
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
TRANSIT DIVISION
An equal opportunity employer and provider of services.

PROTECTIONS OF 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, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

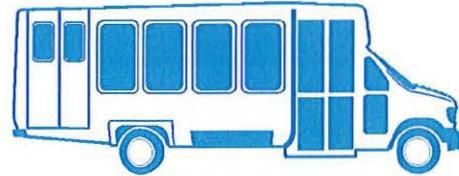
2,500 copies of this public document were promulgated at a gross cost of \$38.66 or \$0.015 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes. SD4363 • 9/17

CITY OF PEMBROKE PINES
Blue East Route
Blue West Route

BCT Route 726 East
BCT Route 727 West

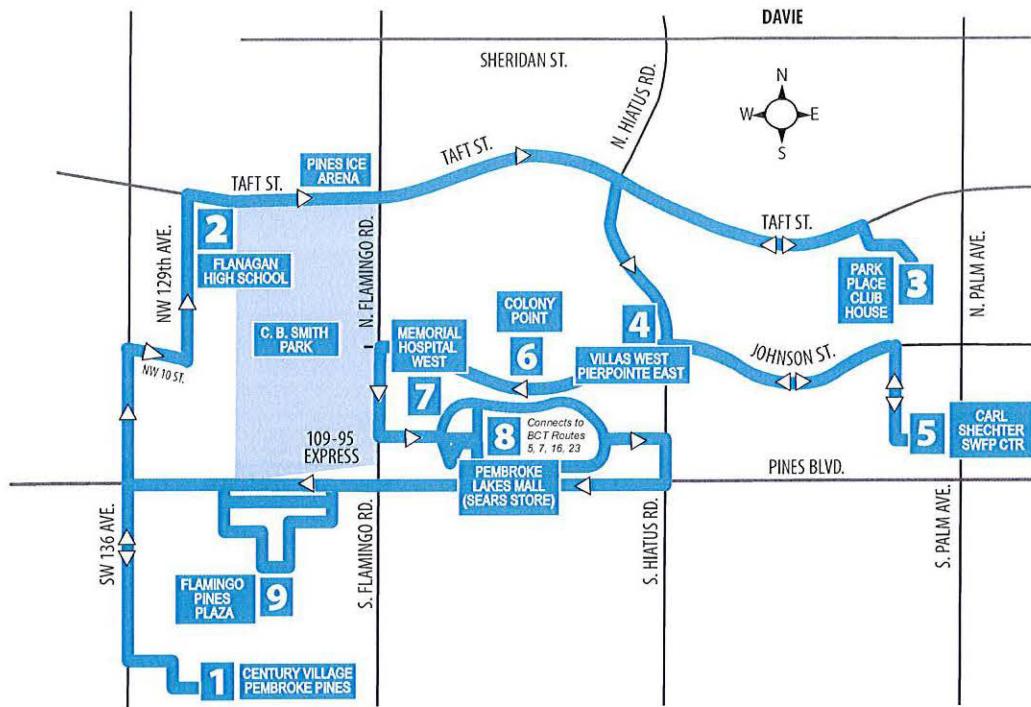


Community Bus Service Route and Timetable



Effective September 2017

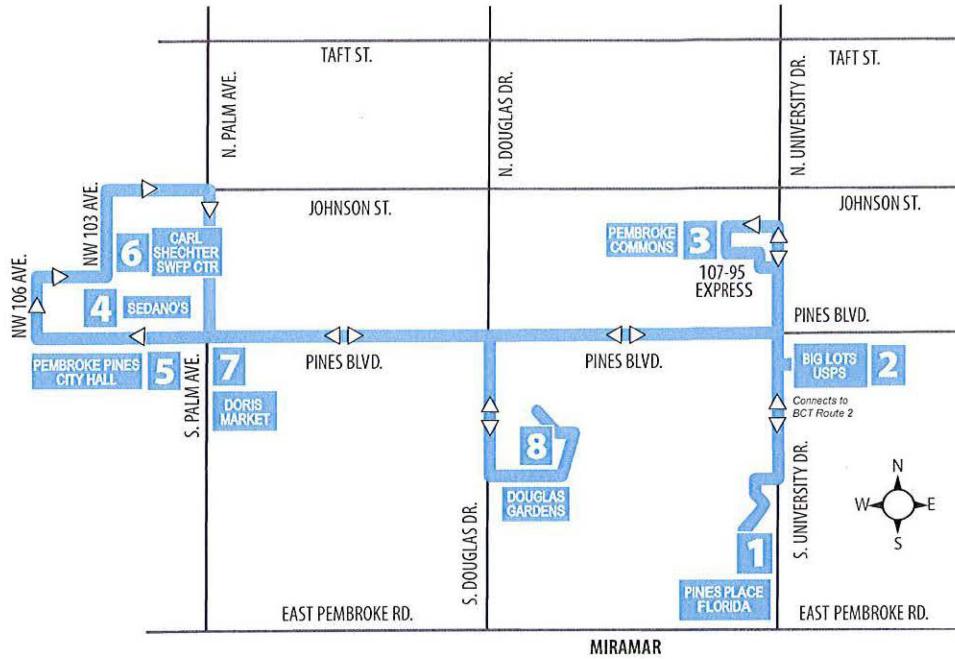
BCT ROUTE 727 BLUE WEST ROUTE



CENTURY VILLAGE
 CLUBHOUSE FLANAGAN
 HIGH SCHOOL PARK PLACE
 CLUBHOUSE VILLAS WEST
 PIERPOINTE EAST CARL SHECHTER
 SWFOCAL PT. CTR ARRIVAL
 CARL SHECHTER
 SWFOCAL PT. CTR DEPART
 COLONY POINT
 MEMORIAL
 HOSPITAL WEST
 PEMBROKE LAKES MALL
 (SEARS STORE)
 FLAMINGO PINES PLAZA
 (PUBlix, WALMART)
 CENTURY VILLAGE
 CLUBHOUSE

1	2	3	4	5	5	6	7	8	9	1
8:00a	8:12a	8:20a	8:25a	8:30a	8:35a	8:38a	8:45a	8:50a	9:00a	9:10a
9:10a	9:18a	9:30a	9:35a	9:40a	9:45a	9:48a	9:55a	10:00a	10:10a	10:20a
10:20a	10:28a	10:40a	10:45a	10:50a	10:55a	10:58a	11:05a	11:10a	11:20a	11:30a
11:30a	11:38a	11:50a	11:55a	12:00p	12:05p	12:08p	12:15p	12:20p	12:30p	12:40p
12:40p	12:48p	1:00p	1:05p	1:10p	1:15p	1:18p	1:25p	1:30p	1:40p	1:50p
1:50p	1:58p	2:10p	2:15p	2:20p	2:25p	2:28p	2:35p	2:40p	2:50p	3:00p
3:00p				3:15p						

BCT ROUTE 726 BLUE EAST ROUTE



1	2	3	4	5	6	6	7	8	1
9:00a	9:07a	9:15a	9:25a	9:28a	9:34a	9:40a	9:49a	9:58a	10:09a
10:09a	10:16a	10:24a	10:34a	10:37a	10:43a	10:49a	10:58a	11:07a	11:18a
11:18a	11:25a	11:33a	11:43a	11:46a	11:52a	11:58a	12:07p	12:16p	12:27p
12:27p	12:34p	12:42p	12:52p	12:55p	1:01p	1:07p	1:16p	1:25p	1:36p
1:36p	1:43p	1:51p	2:01p	2:04p	2:10p	2:16p	2:25p	2:34p	2:45p
2:51p	2:58p	3:06p	3:16p	3:19p	3:25p				

CITY OF PEMBROKE PINES COMMUNITY BUS BLUE EAST AND BLUE WEST ROUTES

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Blue East and Blue West Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Blue East and Blue West Routes include:

BLUE EAST

Destinations along the Blue East include: Pines Place, Big Lots Plaza, Publix-Pembroke Commons, Sedano's Pines Blvd & NW 103 Ave, Pembroke Pines City Hall, Carl Shechter Southwest Focal Point Community Center, Beall's-Plaza-Doris'Market, Douglas Gardens and surrounding neighborhoods.

Connections are available from the Blue East Route to BCT routes 2 and University Breeze (University Dr), 7 (Pines Blvd), 107-95 Express University Dr Park & Ride (next to Pembroke Commons Plaza), Pembroke Pines Community Bus Gold and Blue West at Carl Shechter Southwest Focal Point Center, Beall's Plaza.

BLUE WEST

Destinations along the Blue West Routes include: Century Village Clubhouse, Park Place, Carl Shechter Southwest Focal Point Community Center, Villas West, Memorial Hospital West, Pembroke Lakes Mall, Flamingo Pines Plaza, Colony Point, and surrounding neighborhoods.

Connections are available from the Blue West Route to BCT routes 5(Pembroke Lakes Mall), 7(Pines Blvd and Pembroke Lakes Mall) 23(Pembroke Lakes Mall), 109-95 Express (in front and opposite side of C.B. Smith Park), Pembroke Pines Blue East and Gold Community Bus at Carl Shechter Southwest Focal Point Community Center, Memorial Hospital West, Pembroke Lakes Mall, and Miramar Red Community Bus at Pembroke Lakes Mall.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Pembroke Pines Blue East and Blue West are free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

Tuesday, Wednesday & Friday

9:00 am – 3:25 pm Blue East

Tuesday, Wednesday and Friday

8:00 am – 3:15 pm Blue West

The Pembroke Pines Blue East and Blue West Routes operate approximately every 69 and 70 minutes, with designated stops for each route.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Blue East and Blue West Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holiday Schedule

The Pembroke Pines Blue East and Blue West Routes do not operate on the following holidays observed by City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day • Independence Day
Labor Day • Veterans' Day • Thanksgiving Day
Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

The Pembroke Pines Blue Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

954.450.6850

Monday - Friday: 8 am - 4:30 pm

Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines web site at: www.ppines.com

For additional information about BCT routes, fares or connections, call:

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY

954.357.8302

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BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT
TRANSIT DIVISION

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1,500 copies of this public document were promulgated at a gross cost of \$21.50 or \$.018 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes.

SD4680 1/18

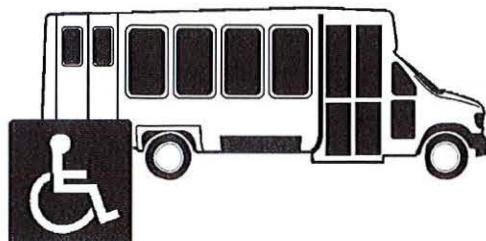
CITY OF PEMBROKE PINES Gold Route

Eastbound / Westbound Service

BCT Route 725



Community Bus Service Route and Timetable



Effective September 22, 2016

CITY OF PEMBROKE PINES COMMUNITY BUS GOLD ROUTE BCT ROUTE 725

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Gold Community Bus Route. The Gold Community Bus Route operates on a two directional eastbound and westbound service. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Gold Route:

Eastbound service includes: Century Village Pembroke Pines, Flamingo Pines Plaza, Pembroke Lakes Mall, Memorial Hospital West, Southwest Focal Point, Flamingo Fall Plaza Fresh Market, Flanagan High School.

Connections are available from the Gold Route Eastbound service to BCT Routes 5 (Pembroke Lakes Mall, Memorial West Hospital), 7 (Pembroke Lakes Mall), 16 (Pembroke Lakes Mall, Memorial Hospital West), 23 (Pembroke Lakes Mall) 95express in front and opposite side of C.B. Smith Park; Pembroke Pines Blue East and Blue West Community Bus at Southwest Focal Point, Memorial Hospital West, Pembroke Lakes Mall, Hiatus Rd and Johnson St, Flamingo Rd and Johnson Street; Miramar Red Community Bus at Pembroke Lakes Mall.

Westbound service includes: Century Village Pembroke Pines, Shops of Pembroke Gardens, Westfork Plaza, Sedanos Plaza, Whole Foods, BJ'S Plaza, Pines Professional Campus, Walmart at SW 184 Ave

Connections are available from the Gold Route Westbound service to BCT Routes 7 (Along Pines Blvd), Pembroke Pines Green Route Community Bus at Westfork; Plaza, Walmart at SW 184 Ave; Pines Professional Campus and Sedanos Plaza.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Gold Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

Monday - Saturday • 7:00 am - 7:21 pm

The Pembroke Pines Gold Route operates approximately every 45 minutes on the Eastbound Service and 65 minutes on the Westbound Service

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Gold Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus

Holiday Schedule

The Pembroke Pines Gold Route does not operate on the following holidays observed by the City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day
Independence Day • Labor Day • Veterans' Day
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

Bike racks are available on The Pembroke Pines Gold Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

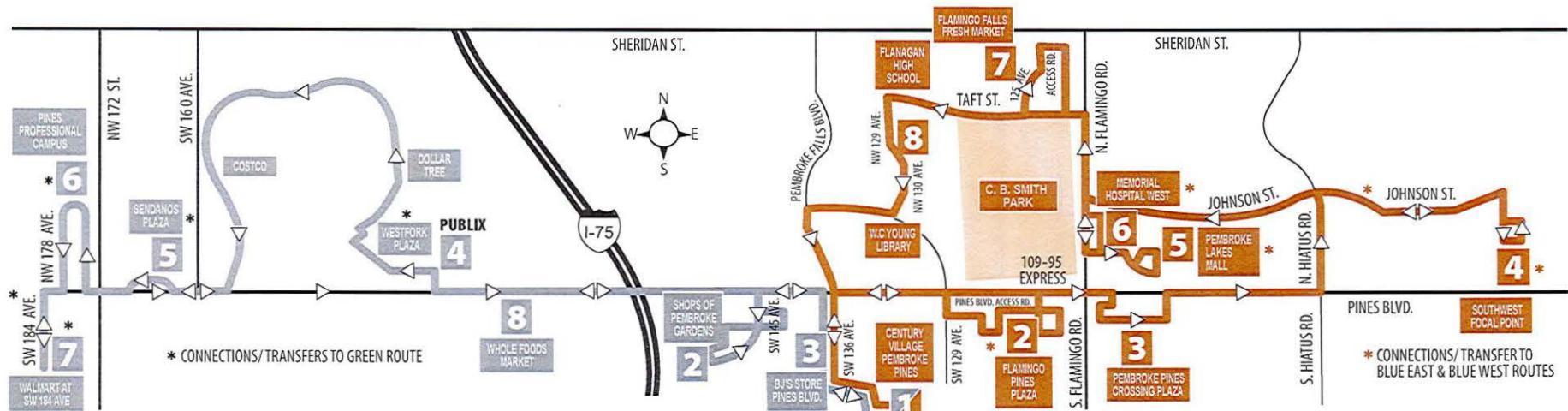
Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- **Move quickly to the curb.**

DRAFT DOCUMENT FOR COMMISSION REVIEW



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GOLD WESTBOUND

CENTURY VILLAGE CLUBHOUSE	SHOPS OF PEMBROKE GARDENS SOUTH BUS SHELTER	BI'S STORE PINES BLVD/ SW 145 AVE	WESTFORK PLAZA - PUBlix, DOLLAR TREE, & COSTCO	SEDANOS PLAZA - ANES BLVD NW 172 AVE	PINES PROFESSIONAL CAMPUS - PINES B/ NW 178 AVE	WALMART AT PINES BLVD SW 184 AVE	COBBLESTONE PLAZA - WHOLE FOODS MARKET	SHOPS OF PEMBROKE GARDENS SOUTH BUS SHELTER	BI'S STORE PINES BLVD/ SW 145 AVE	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	5	6	7	8	2	3	1
7:30a	7:39a	7:42a	7:50a	7:56a	8:01a	8:07a	8:17a	8:25a	8:28a	8:31a
8:35a	8:44a	8:47a	8:55a	9:01a	9:07a	9:11a	9:20a	9:27a	9:30a	9:33a
9:40a	9:48a	9:51a	9:59a	10:08a	10:14a	10:18a	10:27a	10:34a	10:37a	10:40a
10:45a	10:53a	10:56a	11:04a	11:13a	11:19a	11:23a	11:32a	11:39a	11:42a	11:45a
11:50a	11:58a	12:01p	12:09p	12:18p	12:24p	12:28p	12:37p	12:44p	12:47p	12:50p
12:55p	1:03p	1:06p	1:14p	1:23p	1:29p	1:33p	1:42p	1:49p	1:52p	1:55p
2:00p	2:08p	2:11p	2:19p	2:28p	2:34p	2:38p	2:47p	2:54p	2:57p	3:00p
3:05p	3:13p	3:16p	3:24p	3:33p	3:39p	3:43p	3:52p	3:59p	4:02p	4:05p
4:10p	4:18p	4:21p	4:29p	4:38p	4:44p	4:48p	4:57p	5:04p	5:07p	5:10p
5:15p	5:23p	5:26p	5:34p	5:43p	5:49p	5:53p	6:02p	6:09p	6:12p	6:15p
6:21p	6:29p	6:32p	6:40p	6:49p	6:55p	6:59p	7:08p	7:15p	7:18p	7:21p

GOLD EASTBOUND

CENTURY VILLAGE CLUBHOUSE	FLAMINGO PINES PLAZA (WALMART, PUBlix)	PEMBROKE CROSSING PLAZA (TRADER JOES)	SOUTHWEST FOCAL POINT (ARRIVAL)	SOUTHWEST FOCAL POINT (DEPART)	PEMBROKE LAKES MALL (SEARS AUTO CENTER)	MEMORIAL HOSPITAL WEST (MAIN ENTRANCE)	FLAMINGO FALLS PLAZA (FRESH MARKET)	FLANAGAN HIGH SCHOOL (NW 129TH AVE & TAFT ST)	FLAMINGO PINES PLAZA (WALMART, PUBlix)	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	4	5	6	7	8	2	1
7:00a	7:14a	7:22a	7:31a	7:39a	7:49a	7:53a	8:01a	8:07a	8:17a	8:30a
7:45a	7:59a	8:07a	8:16a	8:24a	8:34a	8:38a	8:46a	8:52a	9:02a	9:15a
8:30a	8:44a	8:52a	9:01a	9:09a	9:19a	9:23a	9:31a	9:37a	9:47a	10:00a
9:15a	9:29a	9:37a	9:46a	9:54a	10:04a	10:08a	10:16a	10:22a	10:32a	10:45a
10:00a	10:14a	10:22a	10:31a	10:39a	10:49a	10:53a	11:01a	11:07a	11:17a	11:30a
10:45a	10:59a	11:07a	11:16a	11:24a	11:34a	11:38a	11:46a	11:52a	12:02p	12:15p
11:30a	11:44a	11:52a	12:01p	12:09p	12:19p	12:23p	12:31p	12:37p	12:47p	1:00p
12:15p	12:29p	12:37p	12:46p	12:54p	1:04p	1:08p	1:16p	1:22p	1:32p	1:45p
1:00p	1:14p	1:22p	1:31p	1:39p	1:49p	1:53p	2:01p	2:07p	2:17p	2:30p
1:45p	1:59p	2:07p	2:16p	2:24p	2:34p	2:38p	2:46p	2:52p	3:02p	3:15p
2:30p	2:44p	2:52p	3:01p	3:09p	3:19p	3:23p	3:31p	3:37p	3:47p	4:00p
3:15p	3:29p	3:37p	3:46p	3:54p	4:04p	4:08p	4:16p	4:22p	4:32p	4:46p
4:00p	4:14p	4:22p	4:31p	4:36p	4:46p	4:50p	4:58p	5:04p	5:14p	5:28p
4:52p	5:06p	5:14p	5:23p	5:28p	5:38p	5:42p	5:50p	5:56p	6:06p	6:20p
5:35p	5:49p	5:57p	6:06p	6:11p	6:21p	6:25p	6:33p	6:39p	6:49p	7:03p

Bold times indicate pm hours.

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

954.450.6850

Monday - Friday: 8 am - 4:30 pm

Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines web site at: www.ppinies.com

For additional information about BCT routes, fares or connections, call:

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY

954.357.8302

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



Visit Broward County's web site
www.broward.org/BCT



BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT
TRANSIT DIVISION

An equal opportunity employer and provider of services.

PROTECTIONS OF 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, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

1,500 copies of this public document were promulgated at a gross cost of \$21.50 or \$.018 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes.

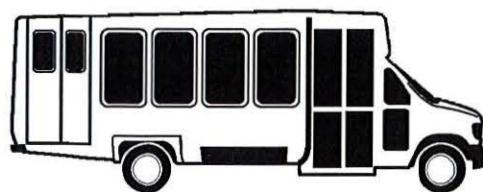
SD4650 Reprinted 1/18

CITY OF PEMBROKE PINES Green Route

BCT Route 724



Community Bus Service Route and Timetable



Effective July 2016

**CITY OF PEMBROKE PINES
COMMUNITY BUS
GREEN ROUTE**

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Green Community Bus Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Green Route include: Westfork Plaza, Academic Village, Heritage Lakes Mobile Home Park (MHP), Chapel Trail Estates, Walmart at SW 184 Ave, Sedanos Plaza, Pines Professional Campus, Academic Village, NW 184 Ave between Sheridan St and Pines Blvd, NW 17 St/NW 178 Ave between NW 184 Ave and Pines Blvd and surrounding neighborhoods.

Connections are available from the Green Route to BCT routes 7 (Pines Boulevard), 28 (Memorial Hospital Miramar); Pembroke Pines Gold Community Bus at Westfork Plaza and Academic Village; Miramar Orange Route at Memorial Hospital Miramar.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Green Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

Monday- Saturday 7:45 am – 7:55 pm

The Pembroke Pines Green Route operates approximately every 57 – 60 minutes, with designated stops. The last trip begins at 6:27 pm and ends at West Fork Plaza.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Green Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holiday Schedule

The Pembroke Pines Green Route does not operate on the following holidays observed by

City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day
Independence Day • Labor Day • Veterans' Day
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

Bike racks are available on The Pembroke Pines Green Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

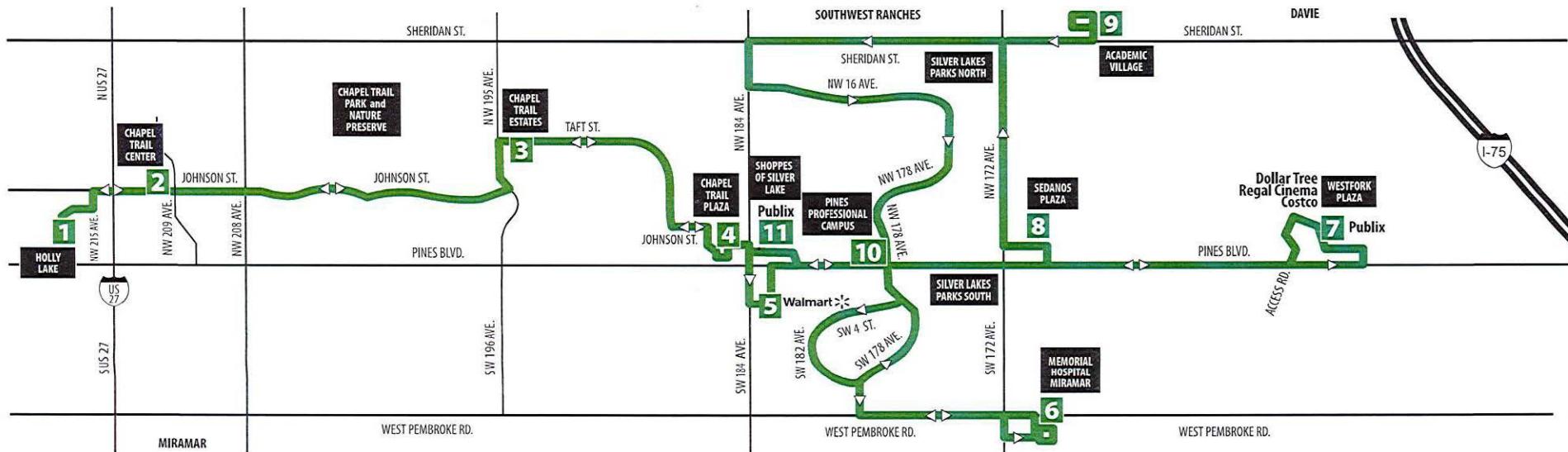
Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- **Move quickly to the curb.**

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GREEN ROUTE



1	2	3	4	5	5	6	7	8	9	10	11	3	2	1
7:45a 8:42a 9:39a 10:36a 11:33a 12:30p 1:27p 2:27p 3:27p 4:27p 5:27p 6:27p	7:51a 8:48a 9:45a 10:42a 11:39a 12:36p 1:33p 2:33p 3:33p 4:33p 5:33p 6:35p	7:58a 8:55a 9:52a 10:49a 11:46a 12:43p 1:40p 2:40p 3:40p 4:40p 5:40p 6:43p	8:04a 9:01a 9:58a 10:55a 11:52a 12:49p 1:46p 2:46p 3:46p 4:46p 5:46p 6:51p	8:10a 9:07a 10:04a 10:49a 11:01a 12:55p 1:52p 2:52p 3:52p 4:52p 5:52p 6:59p	8:18a 9:15a 10:12a 10:12a 11:09a 12:06p 1:03p 2:00p 3:00p 4:00p 5:00p 7:14p	8:30a 9:27a 10:24a 10:24a 11:21a 12:18p 1:15p 2:15p 3:15p 4:15p 5:15p 7:34p	8:45a 9:42a 10:39a 10:39a 11:36a 12:33p 1:30p 2:30p 3:30p 4:30p 5:30p 7:55p	8:54a 9:51a 10:48a 10:48a 11:45a 12:42p 1:39p 2:39p 3:39p 4:39p 5:39p 7:55p	9:04a 10:01a 10:48a 10:48a 11:45a 12:52p 1:52p 2:52p 3:52p 4:52p 5:52p 6:52p	9:12a 10:09a 10:58a 10:58a 11:55a 12:52p 1:59p 2:59p 3:59p 4:59p 5:59p 6:59p	9:18a 10:15a 11:06a 11:06a 12:03p 1:00p 2:06p 3:06p 4:06p 5:06p 6:06p 7:06p	9:26a 10:23a 11:20a 11:20a 12:09p 1:06p 2:06p 3:06p 4:06p 5:06p 6:06p 7:14p	9:33a 10:30a 11:27a 11:27a 12:17p 1:14p 2:14p 3:14p 4:14p 5:14p 6:14p 7:21p	9:39a 10:36a 11:33a 11:33a 12:30p 1:21p 2:21p 3:21p 4:21p 5:21p 6:21p 7:27p

Bold times indicate pm hours.

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).

Charles F. Dodge

(Vendor Signature)

Charles F. Dodge

(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of October, 20 19

by Charles F. Dodge

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

as City Manager

of

City of Pembroke Pines.

(Name of Corporation/Company)

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

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

NOTARY PUBLIC:

Oniel Garcia

(Signature)

Oniel Garcia

(Print Name)



My commission expires: September 14, 2020

(05/2014)

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 10/7/19

Exhibit C
Schedule of Reports

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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 Administrate 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 Pembroke Pines

Vehicles for Fiscal Year 2020

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1255	2012	Chevy ElDorado - ENC Aerotech	16/2	311431	1GB6G5BL1C1160093
M1265	2013	Chevy ElDorado - ENC Aerotech	16/2	312219	1GB6G5BL3C1179535
M1372	2013	Chevy ElDorado - ENC Aerotech	16/2	316405	1GB6G5BL2D1122308
M1373	2013	Chevy ElDorado - ENC Aerotech	16/2	316416	1GB6G5BL5D1124148
M1455	2015	Chevy ElDorado - ENC Aerotech	16/2	316623	1GB6G5BL4F1131384
M1456	2015	Chevy ElDorado - ENC Aerotech	16/2	316624	1GB6G5BL4F1129957

DRAFT DOCUMENT FOR COMMISSION REVIEW

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.

Mini Bus
1255

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.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 6 T# 718645243
B# 1421076

PLATE	TC7700	DECAL	Expires	NO EXPIRATION
YR/MK	2012/ELDO	BODY	BU	
VIN	1GB6G5BL1C1160093			
Plate Type	NVR	NET WT	10728	
DL/FEID	566000531-01			
Date Issued	8/2/2012	Plate Issued	8/2/2012	

COLOR	WHI	Reg. Tax	48.85	Class Code	97
TITLE	109491377	Init. Reg.		Tax Months	12
GVW	14200	County Fcc	3.00	Back Tax Mos	
		Mail Fee		Credit Class	
		Sales Tax		Credit Months	
		Voluntary Fccs			
		Grand Total	51.85		

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.

NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA

JUPITER

COUNTY

Mini Bus # 1255

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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.

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FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 6 T# 731066231
B# 1450620

PLATE	TD1311	DECAL	Expires	NO EXPIRATION
YR/MK	2013/ELDO	BODY	BU	
VIN	1GB6G5BL3C1179535			
Plate Type	NVR	NET WT	10456	
DL/PEID	566000531-01			
Date Issued	11/14/2012	Plate Issued	11/14/2012	

TITLE	110271583	Reg. Tax	48.85	Class Code	97
GVW	14200	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		

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

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.

NVR - COUNTY VEHICLES PLATE ISSUED X

DRAFT DOCUMENT FOR COMMISSION REVIEW



BUS#1365

DRAFT DOCUMENT FOR COMMISSION REVIEW

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.

Bus M1372

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:

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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 / 1 T# 765583232
B# 1287216

FLORIDA VEHICLE REGISTRATION

PLATE	TC7928	DECAL	Expires	NO EXPIRATION					
YR/MK	2013/ELDO	BODY	BU	COLOR	WHL	Reg. Tax	48.85	Class Code	97
VIN	1GB6G5BL2D1122308			TITLE	112523166	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10464			County Fee	3.00	Back Tax Mos	
DL/FEID	556000531-01					Mail Fee		Credit Class	
Date Issued	8/8/2013	Plate Issued	8/8/2013			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	51.85		

**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.

NVR - COUNTY VEHICLES PLATE ISSUED X

DRAFT DOCUMENT FOR COMMISSION REVIEW

08/13/12

DRAFT DOCUMENT FOR COMMISSION REVIEW

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.

Bus m1373

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.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 T# 765583869
B# 1287216

PLATE	TC7929	DECAL	Expires	NO EXPIRATION
YR/MK	2013/ELDO	BODY	BU	
VIN	1GB6G5BL5D1124148			
Plate Type	NVR	NET WT	10426	
DL/FEID	566000531-01			
Date Issued	8/8/2013	Plate Issued	8/8/2013	

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		

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.

NVR - COUNTY VEHICLES PLATE ISSUED X

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

DRAFT DOCUMENT FOR COMMISSION REVIEW

DRAFT DOCUMENT FOR COMMISSION REVIEW

Bus # 1455

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.

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 T# 847264368
B# 1475958

PLATE	TE1200	DECAL
TR/MK	2015/ELDO	BODY
IN	1GB6G5BL4F1131384	BU
late Type	NVR	NET WT
SL/FEID	566000331-01	10532
Date Issued	3/26/2015	Plates Issued 3/26/2015

Expires NO EXPIRATION

TITLE	118290352	Reg. Tax	36.30	Class Code	97
GVW	14200	Init. Reg.		Tax Months	12
		County Fee	3.00	Back Tax Mos	
		Mall Fee		Credit Class	
		Sales Tax		Credit Months	
		Voluntary Fees			
		Grand Total	39.30		

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
201 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.
5. I understand that my driver license and registrations will be suspended immediately if the insurer denies the insurance information submitted for this registration.

VR - COUNTY VEHICLES PLATE ISSUED X

DRAFT DOCUMENT FOR COMMISSION REVIEW

DRAFT DOCUMENT FOR COMMISSION REVIEW

Bus # 1456

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

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FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1 T# 847265173
B# 1475958

PLATE	TE1201	DECAL	
YR/MK	2015/ELDO	BODY	BU
VIN	1GB6G5BL4F1129957		
Plate Type	NVR	NET WT	10888
DL/FEBID	566000531-01		
Date Issued	3/26/2015	Plate Issued	3/26/2015

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

IMPORTANT INFORMATION

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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.

NVR - COUNTY VEHICLES PLATE ISSUED X

DRAFT DOCUMENT FOR COMMISSION REVIEW

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			
Unit ID #	<input type="checkbox"/> Pre-trip Inspection		
Date	<input type="checkbox"/> Post-trip Inspection		
Mileage			
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

DRAFT DOCUMENT FOR COMMISSION REVIEW

EXHIBIT "F" City of Pembroke Pines

Fiscal Year 2020

Community Bus Service - (\$36.87/Hour)

Buses	Route	Service	Span of Service	Frequency	Total Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Green	Mon-Sat	7:45a-7:55p	60 min	24.75	305	\$36.87	\$ 278,322.41
2	Gold - East	Mon-Sat	7:00a-7:03p	45 min	23.63	305	\$36.87	\$ 265,727.62
1	Gold - West	Mon-Sat	7:30a-7:21p	60 min	12.35	305	\$36.87	\$ 138,880.07
1	Blue - East	Tue/Wed/Fri	9:00a-3:25p	70 min	6.52	157	\$36.87	\$ 37,741.61
1	Blue - West	Tue/Wed/Fri	8:00a-3:15p	70 min	7.85	157	\$36.87	\$ 45,440.43
Total Annual Funding								\$ 766,112.14

Exhibit G
Invoice

DRAFT DOCUMENT FOR COMMISSION REVIEW

CITY LOGO

INVOICE

INVOICE #

DATE

MAILING
INFO

City of Pembroke Pines

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

Make all checks payable to:

**FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN
BROWARD COUNTY AND CITY OF PEMBROKE PINES
FOR COMMUNITY SHUTTLE SERVICE**

This is the First Amendment to the Agreement (the "First Amendment") between Broward County (the "County") and the City of Pembroke Pines, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida (the "City") (collectively the "Parties").

RECITALS

A. The Parties entered into an Agreement dated October 28, 2019 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this First Amendment to reflect a funding decrease consistent with the City's actual operating and maintenance costs; offset previous disbursements for ineligible expenses under Agreement; and amend the vehicle list to reflect the vehicles that are being utilized by the City.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Exhibit D is hereby amended as indicated in the attached Exhibit D.
3. Exhibit F is hereby amended as indicated in the attached Exhibit F.
4. The rates in Exhibit F are hereby amended as indicated in the attached Exhibit F retroactive to October 1, 2020.
5. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with 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 or the Agreement that is not contained in this written document or the Agreement.

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

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this First Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August, 2019, and the City of Pembroke Pines, signing by and through its City Manager, duly authorized to execute same.

COUNTY

WITNESSES:

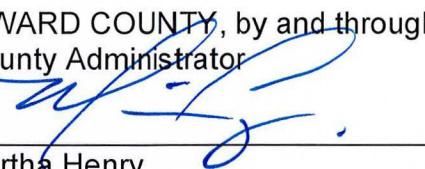


(Signature)

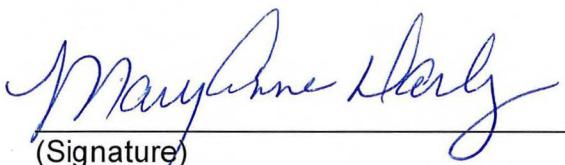
Ariet Walker

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator


By _____
for Bertha Henry
County Administrator

24th day of September, 2021

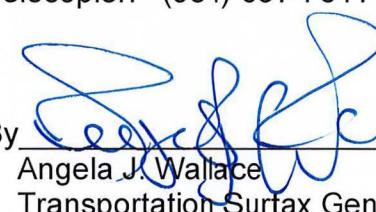


(Signature)

MARYANNE DARBY

(Print Name of Witness)

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 (Date)
Transportation Surtax General Counsel

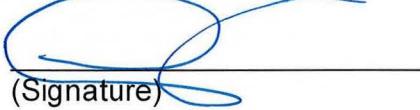
AJW/hb
City of Pembroke Pines Community Bus First Amendment
08/16/2021
#21-114.00

FIRST AMENDMENT TO INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY
AND CITY OF PEMBROKE PINES FOR COMMUNITY SHUTTLE SERVICE

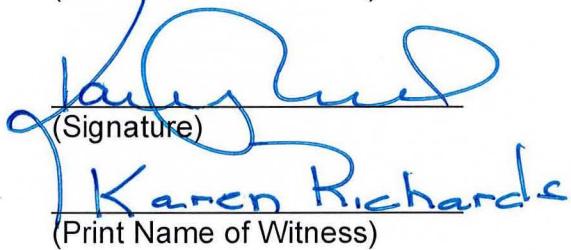
CITY

CITY OF PEMBROKE PINES

WITNESSES:


(Signature)

Michelle Dawson
(Print Name of Witness)


(Signature)
Karen Richards
(Print Name of Witness)

By Charles S. Dodge

13 day of Sept., 2021

Approved as to form:

By Yanira Lopez, 7/9/21
City Attorney

EXHIBIT "D"

City of Pembroke Pines

Vehicles for Fiscal Year 2020 2021

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1255	2012	Chevy ElDorado – ENC Aerotech-	16/2	311431	1GB6G5BL1C1160093
M1265	2013	Chevy ElDorado – ENC Aerotech-	16/2	312219	1GB6G5BL3C1479536
M1372	2013	Chevy ElDorado – ENC Aerotech-	16/2	316405	1GB6G5BL2D1122308
M1373	2013	Chevy ElDorado – ENC Aerotech-	16/2	316416	1GB6G5BL5D1124148
M1455	2015	Chevy ElDorado – ENC Aerotech-	16/2	316623	1GB6G5BL4F1131384
M1456	2015	Chevy ElDorado – ENC Aerotech-	16/2	316624	1GB6G5BL4F1129957
<u>M2000</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339600</u>	<u>1FDUF5GN0LED72018</u>
<u>M2001</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339601</u>	<u>1FDUF5GN9LED72020</u>
<u>M2002</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339606</u>	<u>1FDUF5GN5LEE97645</u>
<u>M2003</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339602</u>	<u>1FDUF5GN0LDA14939</u>
<u>M2004</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339603</u>	<u>1FDUF5GN5LDA14936</u>
<u>M2005</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339604</u>	<u>1FDUF5GN7LDA14940</u>
<u>M2006</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339605</u>	<u>1FDUF5GN9LDA14938</u>
<u>M2007</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339607</u>	<u>1FDUF5GN3LEE90600</u>

EXHIBIT "F"

City of Pembroke Pines

Fiscal Year 2020 2021

Community Bus Service - (\$36.87/Hour <u>\$29.21/Hour</u>)							
Buses	Route	Service	Span of Service	Frequency	Total Vehicle Hours	Funding Per Vehicle Hour	Annual Funding
2	Green	Mon-Sat	7:45a-7:55p	60 min	24.75	\$36.8729.21	\$270,322.41 <u>220,498.99</u>
2	Gold - East	Mon-Sat	7:00a-7:03p	45 min	23.63	\$36.8729.21	\$265,727.62 <u>210,520.85</u>
1	Gold - West	Mon-Sat	7:30a-7:21p	60 min	12.35	\$36.8729.21	\$138,880.07 <u>110,026.77</u>
1	Blue - East	Tue/Wed/Fri	9:00a-3:25p	70 min	6.52	\$36.8729.21	\$37,741.61 <u>29,900.52</u>
1	Blue - West	Tue/Wed/Fri	8:00a-3:15p	70 min	7.85	\$36.8729.21	\$45,440.43 <u>35,999.86</u>
Total Annual Funding							\$766,112.14 <u>606,946.99</u>
Decrease Annual Cost to Amendment							<u>(\$159,165.15)</u>

Rojas, Dominique

From: PurchasingRenewals <PurchasingRenewals@broward.org>
Sent: Saturday, June 11, 2022 6:02 PM
To: Matos, Jessica
Cc: PurchasingRenewals; Gleason, Robert; Jean-Pierre, Windelle; Lovett, Sonia; Mathurin, Sherley
Subject: CONTRACT RENEWAL – Contract#: TR2120193A1_12 - Community Shuttle Interlocal A
Attachments: ATT00001.jpg; ATT00002.jpg

Dear Vendor:

This email is to inform you that contract No. **TR2120193A1_12** for **Community Shuttle Interlocal A** will be renewed on **09/20/2022** and **2 renewal(s)** remains.

The Master Agreement Renewal System (MARS) is set up to renew the contract unless action is taken by the Contract Administrator NOT to renew, or the vendor refuses to renew the contract.

If the vendor decides NOT to renew the contract, please notify your Contract Administrator at least 90 days prior to the end of the contract. Below is their contact information:

Contract Administrator: Sherley Mathurin
Email Address: smathurin@broward.org
Phone Number: (954) 357-8615

', N'Vendor Renewal Notification', CAST(N'2019-01-29T00:00:00.000' AS DateTime), 58, NULL, NULL)

Rojas, Dominique

From: Master Agreement Renewal Team <PurchasingRenewals@broward.org>
Sent: Sunday, June 11, 2023 6:02 PM
To: Matos, Jessica
Cc: Master Agreement Renewal Team; ROBERTGLEASON; Windelle Jean-Pierre; SLOVETT@broward.org; Sherley Mathurin
Subject: CONTRACT RENEWAL – Contract#: TR2120193A1_12 - Community Shuttle Interlocal A

 This sender is trusted.

Dear **Vendor**:

This email is to inform you that contract No. **TR2120193A1_12** for **Community Shuttle Interlocal A** will be renewed on **09/20/2023** and **1** renewal(s) remains.

The Master Agreement Renewal System (MARS) is set up to renew the contract unless action is taken by the Contract Administrator NOT to renew, or the vendor refuses to renew the contract.

If the vendor decides NOT to renew the contract, please notify your Contract Administrator at least 90 days prior to the end of the contract. Below is their contact information:

Contract Administrator: Sherley Mathurin

Email Address: smathurin@broward.org

Phone Number: (954) 357-8615

', N'Vendor Renewal Notification', CAST(N'2019-01-29T00:00:00.000' AS DateTime), 58, NULL, NULL)

DRAFT DOCUMENT FOR COMMISSION REVIEW

Community Bus Service CITY OF PEMBROKE PINES GREEN ROUTE

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Green Community Bus Route. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Green Route include: Westfork Plaza, Academic Village, Heritage Lakes Mobile Home Park (MHP), Chapel Trail Estates, Walmart at SW 184 Ave, Sedanos Plaza, Pines Professional Campus, Academic Village, NW 184 Ave between Sheridan St and Pines Blvd, NW 17 St/NW 178 Ave between NW 184 Ave and Pines Blvd and surrounding neighborhoods.

Connections are available from the Green Route to BCT routes 7 (Pines Boulevard), 28 (Memorial Hospital Miramar); Pembroke Pines Gold Community Bus at Westfork Plaza and Academic Village; Miramar Orange Route at Memorial Hospital Miramar.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the Americans with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Green Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

Monday- Saturday • 7:45 am – 7:55 pm

The Pembroke Pines Green Route operates approximately every 57 – 60 minutes, with designated stops. The last trip begins at 6:27 pm and ends at West Fork Plaza.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Green Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holidays

The Pembroke Pines Green Route does not operate on the following holidays observed by City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day
Independence Day • Labor Day • Veterans' Day
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

Bike racks are available on The Pembroke Pines Green Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

954.450.6850

Monday - Friday: 8 am - 4:30 pm

Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines web site at: www.ppines.com

For additional information about BCT routes, fares or connections, call:

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY

954.357.8302

This publication can be made available in LARGE PRINT, tape cassette, or braille by request.



Visit Broward County's web site
www.broward.org/BCT



BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT
TRANSIT DIVISION

An equal opportunity employer and provider of services.

PROTECTIONS OF 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, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

00,000 copies of this public document were promulgated at a gross cost of \$000.00 and \$0.00 per copy to Broward County Transit (BCT) and the City of Pembroke Pines.
SD3759 3/16

CITY OF PEMBROKE PINES Green Route

BCT Route 724



Community Bus Service Route and Timetable



Effective July 2016

DRAFT DOCUMENT FOR COMMISSION REVIEW

CITY OF PEMBROKE PINES COMMUNITY BUS GOLD ROUTE BCT ROUTE 725

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Gold Community Bus Route. The Gold Community Bus Route operates on a two directional eastbound and westbound service. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Gold Route:

Eastbound service includes: Century Village Pembroke Pines, Flamingo Pines Plaza, Pembroke Lakes Mall, Memorial Hospital West, Southwest Focal Point, Flamingo Fall Plaza Fresh Market, Flanagan High School.

Connections are available from the Gold Route Eastbound service to BCT Routes 5 (Pembroke Lakes Mall, Memorial West Hospital), 7 (Pembroke Lakes Mall), 16 (Pembroke Lakes Mall, Memorial Hospital West), 23 (Pembroke Lakes Mall) 95express in front and opposite side of C.B. Smith Park; Pembroke Pines Blue East and Blue West Community Bus at Southwest Focal Point, Memorial Hospital West, Pembroke Lakes Mall, Hiatus Rd and Johnson St, Flamingo Rd and Johnson Street; Miramar Red Community Bus at Pembroke Lakes Mall.

Westbound service includes: Century Village Pembroke Pines, Shops of Pembroke Gardens, Westfork Plaza, Sedanos Plaza, Whole Foods, BJ'S Plaza, Pines Professional Campus, Walmart at SW 184 Ave

Connections are available from the Gold Route Westbound service to BCT Routes 7 (Along Pines Blvd), Pembroke Pines Green Route Community Bus at Westfork; Plaza, Walmart at SW 184 Ave; Pines Professional Campus and Sedanos Plaza.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Gold Route is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

Monday - Saturday • 7:00 am - 7:21 pm

The Pembroke Pines Gold Route operates approximately every 45 minutes on the Eastbound Service and 65 minutes on the Westbound Service

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Gold Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus

Holiday Schedule

The Pembroke Pines Gold Route does not operate on the following holidays observed by the City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day
Independence Day • Labor Day • Veterans' Day
Thanksgiving Day • Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

Bike racks are available on The Pembroke Pines Gold Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- **Move quickly to the curb.**

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

954.450.6850

Monday - Friday: 8 am - 4:30 pm

Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines web site at: www.ppines.com

For additional information about BCT routes, fares or connections, call:

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY

954.357.8302

This publication can be made available in LARGE PRINT, tape cassette, or braille by request.



Visit Broward County's web site
www.Broward.org/BCT



BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT
TRANSIT DIVISION

An equal opportunity employer and provider of services.

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3,500 copies of this public document were promulgated at a gross cost of \$402 or \$.114 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes.

SD4012 9/16

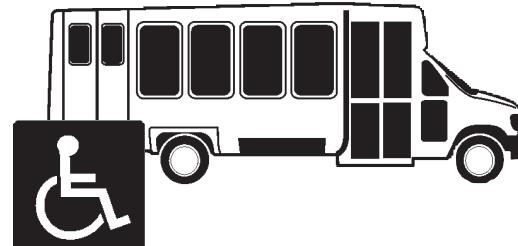
CITY OF PEMBROKE PINES Gold Route

Eastbound / Westbound Service

BCT Route 725

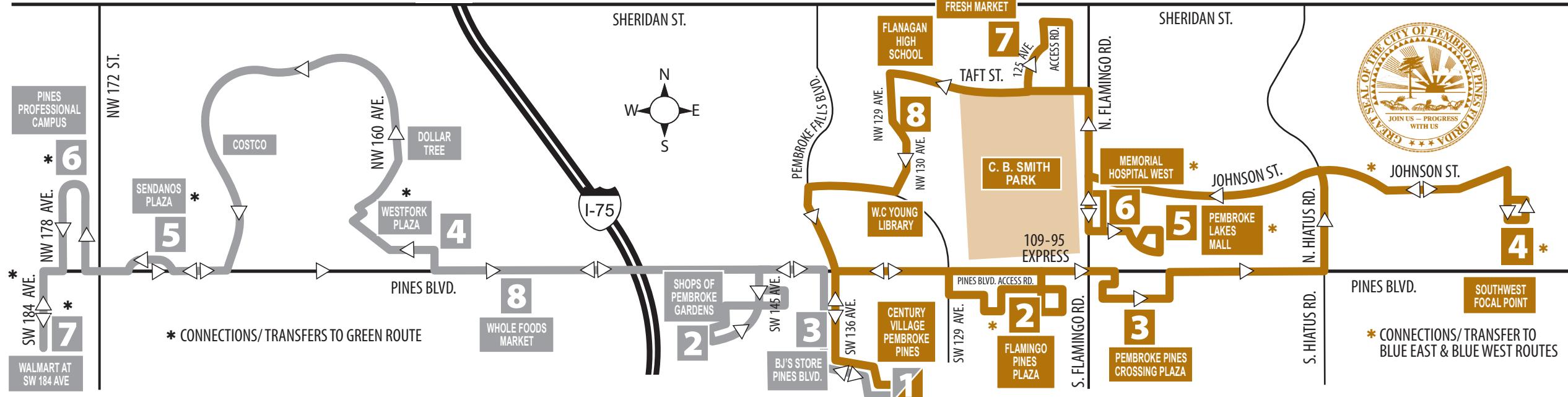


Community Bus Service Route and Timetable



Effective September 22, 2016

DRAFT DOCUMENT FOR COMMISSION REVIEW



GOLD WESTBOUND

1	2	3	4	5	6	7	8	2	3	1
7:30a	7:39a	7:42a	7:50a	7:56a	8:01a	8:07a	8:17a	8:25a	8:28a	8:31a
8:35a	8:44a	8:47a	8:55a	9:01a	9:07a	9:11a	9:20a	9:27a	9:30a	9:33a
9:40a	9:48a	9:51a	9:59a	10:08a	10:14a	10:18a	10:27a	10:34a	10:37a	10:40a
10:45a	10:53a	10:56a	11:04a	11:13a	11:19a	11:23a	11:32a	11:39a	11:42a	11:45a
11:50a	11:58a	12:01p	12:09p	12:18p	12:24p	12:28p	12:37p	12:44p	12:47p	12:50p
12:55p	1:03p	1:06p	1:14p	1:23p	1:29p	1:33p	1:42p	1:49p	1:52p	1:55p
2:00p	2:08p	2:11p	2:19p	2:28p	2:34p	2:38p	2:47p	2:54p	2:57p	3:00p
3:05p	3:13p	3:16p	3:24p	3:33p	3:39p	3:43p	3:52p	3:59p	4:02p	4:05p
4:10p	4:18p	4:21p	4:29p	4:38p	4:44p	4:48p	4:57p	5:04p	5:07p	5:10p
5:15p	5:23p	5:26p	5:34p	5:43p	5:49p	5:53p	6:02p	6:09p	6:12p	6:15p
6:21p	6:29p	6:32p	6:40p	6:49p	6:55p	6:59p	7:08p	7:15p	7:18p	7:21p

GOLD ROUTE

GOLD EASTBOUND

1	2	3	4	4	5	6	7	8	2	1
7:00a	7:14a	7:22a	7:31a	7:39a	7:49a	7:53a	8:01a	8:07a	8:17a	8:30a
7:45a	7:59a	8:07a	8:16a	8:24a	8:34a	8:38a	8:46a	8:52a	9:02a	9:15a
8:30a	8:44a	8:52a	9:01a	9:09a	9:19a	9:23a	9:31a	9:37a	9:47a	10:00a
9:15a	9:29a	9:37a	9:46a	9:54a	10:04a	10:08a	10:16a	10:22a	10:32a	10:45a
10:00a	10:14a	10:22a	10:31a	10:39a	10:49a	10:53a	11:01a	11:07a	11:17a	11:30a
10:45a	10:59a	11:07a	11:16a	11:24a	11:34a	11:38a	11:46a	11:52a	12:02p	12:15p
11:30a	11:44a	11:52a	12:01p	12:09p	12:19p	12:23p	12:31p	12:37p	12:47p	1:00p
12:15p	12:29p	12:37p	12:46p	12:54p	1:04p	1:08p	1:16p	1:22p	1:32p	1:45p
1:00p	1:14p	1:22p	1:31p	1:39p	1:49p	1:53p	2:01p	2:07p	2:17p	2:30p
1:45p	1:59p	2:07p	2:16p	2:24p	2:34p	2:38p	2:46p	2:52p	3:02p	3:15p
2:30p	2:44p	2:52p	3:01p	3:09p	3:19p	3:23p	3:31p	3:37p	3:47p	4:00p
3:15p	3:29p	3:37p	3:46p	3:54p	4:04p	4:08p	4:16p	4:22p	4:32p	4:46p
4:00p	4:14p	4:22p	4:31p	4:36p	4:46p	4:50p	4:58p	5:04p	5:14p	5:28p
4:45p	5:06p	5:14p	5:23p	5:28p	5:38p	5:42p	5:50p	5:56p	6:06p	6:20p
5:35p	5:49p	5:57p	6:06p	6:11p	6:21p	6:25p	6:33p	6:39p	6:49p	7:03p

Bold times indicate pm hours.

DRAFT DOCUMENT FOR COMMISSION REVIEW

CITY OF PEMBROKE PINES COMMUNITY BUS

BLUE EAST AND BLUE WEST ROUTES

The City of Pembroke Pines and Broward County Transit (BCT) have partnered to provide the Blue East and Blue West Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Blue East and Blue West Routes include:

BLUE EAST

Destinations along the Blue East include: Pines Place, Big Lots Plaza, Publix-Pembroke Commons, Sedano's Pines Blvd & NW 103 Ave, Pembroke Pines City Hall, Carl Shechter Southwest Focal Point Community Center, Beall's-Plaza-Doris'Market, Douglas Gardens and surrounding neighborhoods.

Connections are available from the Blue East Route to BCT routes 2 and University Breeze (University Dr), 7 (Pines Blvd), 107-95 Express University Dr Park & Ride (next to Pembroke Commons Plaza), Pembroke Pines Community Bus Gold and Blue West at Carl Shechter Southwest Focal Point Center, Beall's Plaza.

BLUE WEST

Destinations along the Blue West Routes include: Century Village Clubhouse, Park Place, Carl Shechter Southwest Focal Point Community Center, Villas West, Memorial Hospital West, Pembroke Lakes Mall, Flamingo Pines Plaza, Colony Point, and surrounding neighborhoods.

Connections are available from the Blue West Route to BCT routes 5(Pembroke Lakes Mall), 7(Pines Blvd and Pembroke Lakes Mall) 23(Pembroke Lakes Mall), 109-95 Express (in front and opposite side of C.B. Smith Park), Pembroke Pines Blue East and Gold Community Bus at Carl Shechter Southwest Focal Point Community Center, Memorial Hospital West, Pembroke Lakes Mall, and Miramar Red Community Bus at Pembroke Lakes Mall.

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Pembroke Pines Blue East and Blue West are free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

Hours of Operation

Tuesday, Wednesday & Friday

9:00 am – 3:25 pm Blue East

Tuesday, Wednesday and Friday

8:00 am – 3:15 pm Blue West

The Pembroke Pines Blue East and Blue West Routes operate approximately every 69 and 70 minutes, with designated stops for each route.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Pembroke Pines Blue East and Blue West Routes will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holiday Schedule

The Pembroke Pines Blue East and Blue West Routes do not operate on the following holidays observed by City of Pembroke Pines:

New Year's Day • Martin Luther King Jr. Birthday
Presidents' Day • Memorial Day • Independence Day
Labor Day • Veterans' Day • Thanksgiving Day
Christmas Day

Holidays falling on a Sunday are not observed.

Bike Racks

The Pembroke Pines Blue Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack, fitting the wheels into the slots of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting, notify the operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.
- Move quickly to the curb.

Information

For additional information about the Pembroke Pines Community Bus Service routes and connections, call the Pembroke Pines Southwest Focal Point Senior Center:

954.450.6850

Monday - Friday: 8 am - 4:30 pm
Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines web site at: www.ppinies.com

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BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY

954.357.8302

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



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BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
TRANSIT DIVISION

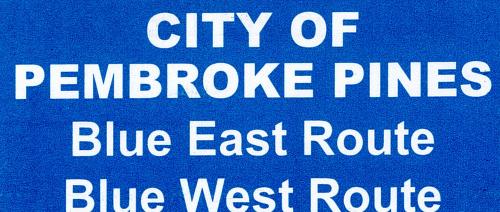
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SD4650 Reprinted 1/18

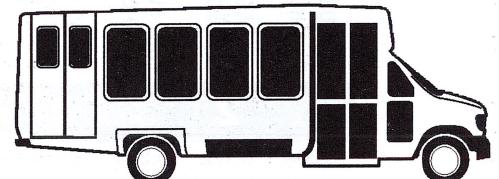


BCT Route 726 East

BCT Route 727 West



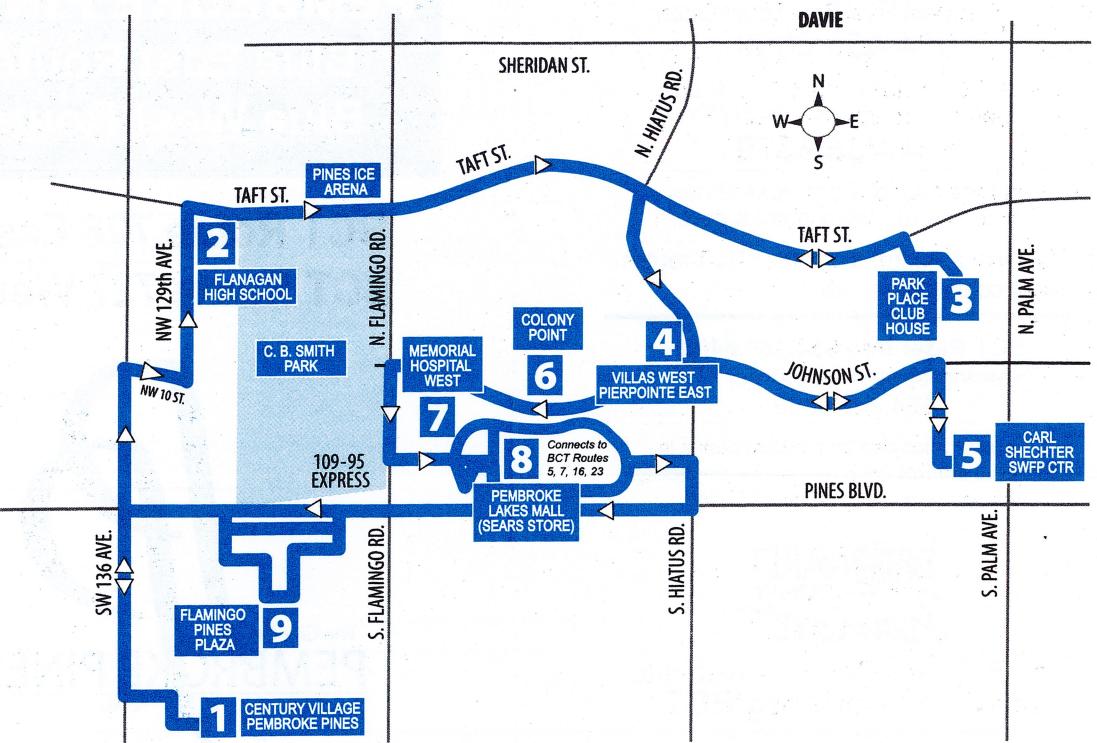
Community Bus Service Route and Timetable



Effective September 2017

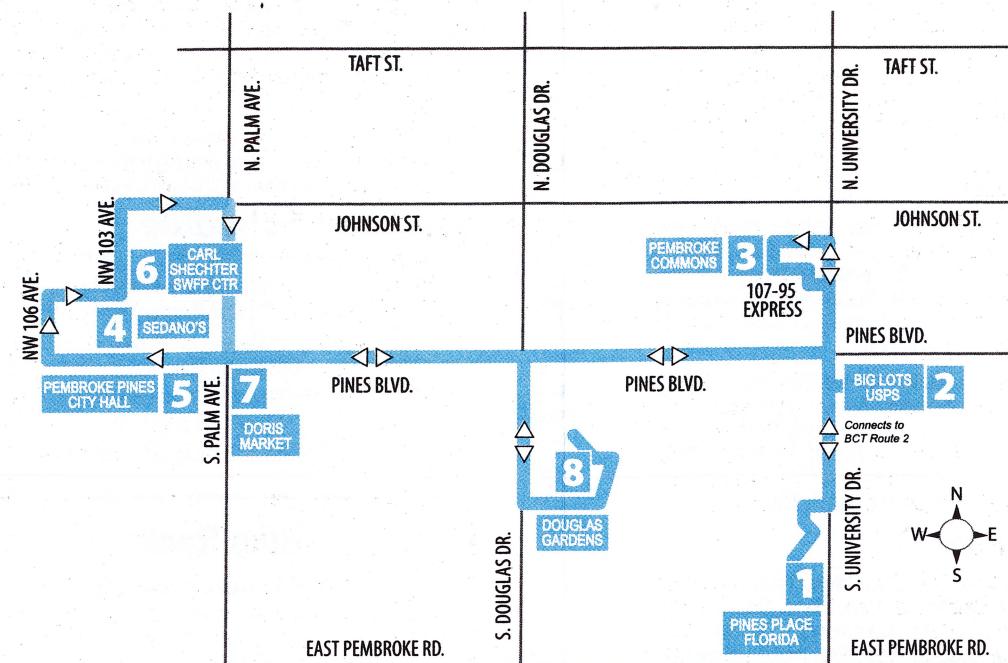
DRAFT DOCUMENT FOR COMMISSION REVIEW

BCT ROUTE 727 BLUE WEST ROUTE



CENTURY VILLAGE CLUBHOUSE	FLANAGAN HIGH SCHOOL	PARK PLACE CLUBHOUSE	VILLAS WEST PIERPOINTE EAST	CARL SHECHTER SW FOCAL PT. CTR ARRIVAL	CARL SHECHTER SW FOCAL PT. CTR DEPART	COLONY POINT	MEMORIAL HOSPITAL WEST	PEMBROKE LAKES MALL (SEARS STORE)	FLAMINGO PINES PLAZA (PUBLIX, WALMART)	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	5	5	6	7	8	9	1
8:00a	8:12a	8:20a	8:25a	8:30a	8:35a	8:38a	8:45a	8:50a	9:00a	9:10a
9:10a	9:18a	9:30a	9:35a	9:40a	9:45a	9:48a	9:55a	10:00a	10:10a	10:20a
10:20a	10:28a	10:40a	10:45a	10:50a	10:55a	10:58a	11:05a	11:10a	11:20a	11:30a
11:30a	11:38a	11:50a	11:55a	12:00p	12:05p	12:08p	12:15p	12:20p	12:30p	12:40p
12:40p	12:48p	1:00p	1:05p	1:10p	1:15p	1:18p	1:25p	1:30p	1:40p	1:50p
1:50p	1:58p	2:10p	2:15p	2:20p	2:25p	2:28p	2:35p	2:40p	2:50p	3:00p
3:00p				3:15p						

BCT ROUTE 726 BLUE EAST ROUTE



PINES PLACE 8203 FLORIDA DR - BUILDING	BIG LOT/USPS PINES BL & UNIVERSITY DR.	PUBlix-PEMBROKE COMMONS	SEDANO'S PINES B & 103 A	PEMBROKE PINES CITY HALL	CARL SHECHTER SW FOCAL PT. CTR ARRIVAL	CARL SHECHTER SW FOCAL PT. CTR DEPART	BEALLS PLAZA (DORIS MKT.) PINES BL & PALM AV	DOUGLAS GARDENS SW 88 AVE-BUILDING	PINES PLACE 8203 FLORIDA DR - BUILDING
1	2	3	4	5	6	6	7	8	1
9:00a	9:07a	9:15a	9:25a	9:28a	9:34a	9:40a	9:49a	9:58a	10:09a
10:09a	10:16a	10:24a	10:34a	10:37a	10:43a	10:49a	10:58a	11:07a	11:18a
11:18a	11:25a	11:33a	11:43a	11:46a	11:52a	11:58a	12:07p	12:16p	12:27p
12:27p	12:34p	12:42p	12:52p	12:55p	1:01p	1:07p	1:16p	1:25p	1:36p
1:36p	1:43p	1:51p	2:01p	2:04p	2:10p	2:16p	2:25p	2:34p	2:45p
2:51p	2:58p	3:06p	3:16p	3:19p	3:25p				

For an ADA accessible version of this calendar, visit browardschools.com/accessiblecalendar.

AUGUST				
M	T	W	T	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

OCTOBER				
M	T	W	T	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

DECEMBER				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

JANUARY				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

FEBRUARY				
M	T	W	T	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	

MARCH				
M	T	W	T	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

APRIL				
M	T	W	T	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY				
M	T	W	T	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

JUNE				
M	T	W	T	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

- █ Employee Planning (no school for students)
- █ Schools and Administrative Offices Closed
- █ Schools Closed
- █ Report Cards Issued
- █ Interim Reports Issued
- █ Early Release Day
- First and Last Day of School

Current Vehicles Utilized for the School Transportation Program

Bus #	VIN	Body	Chasis	Passenger	Seat	Wheel	Estimated		
		Model	Manufacturer		Belted?	Chair?	Year	Value	
1	8201	1HVBBAAN22H546705	BlueBird	International	65	Yes	No	2002	26,000
2	8202	1HVBBAAN42H546706	BlueBird	International	65	Yes	No	2002	26,000
3	8203	1HVBBAAN62H546707	BlueBird	International	65	Yes	No	2002	26,000
4	8204	1HVBBAAN82H546708	BlueBird	International	65	Yes	No	2002	26,000
5	8205	1HVBBAANX2H546709	BlueBird	International	65	Yes	No	2002	26,000
6	8206	1HVBBAAN62H546710	BlueBird	International	65	Yes	No	2002	26,000
7	8207	1HVBBAAN82H546711	BlueBird	International	65	Yes	No	2002	26,000
8	8208	1HVBBAANX2H546712	BlueBird	International	65	Yes	No	2002	26,000
9	8209	1HVBBAAN12H546713	BlueBird	International	65	Yes	No	2002	26,000
10	8210	1HVBBAAN32H546714	BlueBird	International	65	Yes	No	2002	26,000
11	8211	1HVBBAAN52H546715	BlueBird	International	65	Yes	No	2002	26,000
12	8212	1HVBBAAN72H546716	BlueBird	International	65	Yes	No	2002	26,000
13	8213	1HVBBAAN92H546717	BlueBird	International	65	Yes	No	2002	26,000
14	8214	1HVBBAAN02H546718	BlueBird	International	65	Yes	No	2002	26,000
15	8215	1HVBBAAN22H546719	BlueBird	International	65	Yes	No	2002	26,000
16	8216	1HVBBAAN92H546720	BlueBird	International	65	Yes	No	2002	26,000
17	8218	1HVBBAAN22H546722	BlueBird	International	65	Yes	No	2002	26,000
18	8219	1HVBBAAN42H546723	BlueBird	International	65	Yes	No	2002	26,000
19	8220	1HVBBAAN62H546724	BlueBird	International	65	Yes	No	2002	26,000
20	8221	1HVBBAAN82H546725	BlueBird	International	65	Yes	No	2002	26,000
21	8222	1HVBBAANX2H546726	BlueBird	International	65	Yes	No	2002	26,000
22	8223	1HVBBAAN12H546727	BlueBird	International	65	Yes	No	2002	26,000
23	8224	1HVBBAAN32H546728	BlueBird	International	65	Yes	No	2002	26,000
24	8225	1HVBBAAN52H546729	BlueBird	International	65	Yes	No	2002	26,000
25	8226	1HVBBAAN12H546730	BlueBird	International	65	Yes	No	2002	26,000
26	8228	1HVBBAAN52H546732	BlueBird	International	65	Yes	No	2002	26,000
27	8229	1HVBBAAN72H546733	BlueBird	International	65	Yes	No	2002	26,000
28	8230	1HVBBAAN92H546734	BlueBird	International	65	Yes	No	2002	26,000
29	8231	1HVBBAAN13H592902	BlueBird	International	65	Yes	No	2002	32,500
30	8232	1HVBBAAN33H592903	BlueBird	International	65	Yes	No	2003	32,500
31	8233	1HVBBAAN53H592904	BlueBird	International	65	Yes	No	2003	32,500
32	8234	1HVBBAAN73H592905	BlueBird	International	65	Yes	No	2003	32,500
33	8235	1HVBBAAN93H592906	BlueBird	International	65	Yes	No	2003	32,500
34	8236	1HVBBAAN03H592907	BlueBird	International	65	Yes	No	2003	32,500
35	8237	1HVBBAAN23H592908	BlueBird	International	65	Yes	No	2003	32,500
36	8238	1HVBBAAN83H595361	BlueBird	International	65	Yes	No	2003	32,500
37	8239	1HVBBAANX3H595362	BlueBird	International	65	Yes	No	2003	32,500
38	8240	1HVBBAAN13H595363	BlueBird	International	65	Yes	No	2003	32,500
39	8241	1HVBBAAN33H595364	BlueBird	International	65	Yes	No	2003	39,200
40	8242	1HVBBAAN34H595365	BlueBird	International	65	Yes	No	2003	39,200
41	8243	1HVBBAAN54H595366	BlueBird	International	65	Yes	No	2003	39,200
42	8244	1HVBBAAN74H595367	BlueBird	International	65	Yes	No	2003	39,200
43	8853	4UZAAXAK91CH54586	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
44	8854	4UZAAXAK71CH54585	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
45	8855	4UZAAXAKO1CH54587	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
46	8856	4UZAAXAK21CH54588	Thomas	Freightliner	1+30	Yes	Yes	2000	18,000
47	8857	1HVBBAAN44H595360	BlueBird	International	3+42	Yes	Yes	2003	26,800
48	9201	1BAKFC SAXPF392713	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
49	9202	1BAKFC SCA1PF392714	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
50	9203	1BAKFC SAXPF392715	BlueBird	Florida Trans Systems	65	Yes	No	2023	116,000
51	9204	1BAKFC SCA1RF801913	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
52	9205	1BAKFC SAXRF801912	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
53	9206	1BAKFC SCA3RF801914	BlueBird	Florida Trans Systems	65	Yes	No	2024	135,844
54	4000	1GCNCPEA9DZ158958	1500 Pick Up	Chevoret	2	Yes	N/A	2013	15,000

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Current Vehicles Utilized for the Shuttle Bus Transportation Programs

	VEH NO.	SEAT CAP W/O DRIVER	YEAR/MAKE	VIN #	TAG #	FDOT Control#	FUEL TYPE	DIESEL EXHAUST FLUID	W/C LIFT/NONE	HANDICAP PERMIT #	SECUREMENT SYSTEM	Estimated Value for Insurance	FUNDING SOURCE	Program Use	DELIVERY DATE
1	8820	17 (w/out W/C)	2014 Ford El Dorado	1FDFE4FS7DDB27284	XA4701	97441	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	73,641.00	City&5310	LSP	9/17/14
2	8870	16 (w/out W/C)	2010 Ford GOSH Bus	1FDFE4FS7ADA02555	241590		Gas	NO	W/C Lift	A7035871	Ricon/Q'Straint	45,000.00	City	LSP	12/14/09
3	8880	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS1CDB30437	139197		Gas	NO	W/C Lift	A8473894	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
4	8882	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS8CDB30435	223063		Gas	NO	W/C Lift	A8473839	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
5	8883	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS3CDB38233	223064		Gas	NO	W/C Lift	A8473838	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
6	8884	20 (w/out W/C)	2013 Ford E450 Bus	1FDFE4FS2CDB38241	81937		Gas	NO	W/C Lift	A8473840	Ricon/Q'Straint	65,000.00	City&SFRTA -5309	LSP	10/29/12
7	8889	20 (w/out W/C)	2014 Ford Elkhart E450	1FDFE4FS5EDA88289	204662		Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	40,000.00	City&SFRTA -5309	LSP	8/26/14
8	8893	18 (w/out W/C)	2015 Ford/Turtle Top F550 4x2	1FDUF5GYOFEC84827	XE6616	98450	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	103,042.00	City&5310	LSP	7/31/15
9	8896	18 (w/out W/C)	2016 Ford Cutaway Turtle Top Odyssey XL	1FDFA5GY4GEA75174	134758	70411	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,245.00	City&5310	LSP	10/13/16
10	8897	18 (w/out W/C)	2016 Ford Cutaway Turtle Top Odyssey XL	1FDFA5GYXGEA75177	134757	70421	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,245.00	City&5310	LSP	10/13/16
11	8898	16 (w/out W/C)	2018 Ford F550 Goshen Coach	1FDFA5GY1HEF01047	XF5133	70494	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City&5310	LSP	5/25/18
12	8899	20 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDFA5GY4HEF22376	XF5134	40002	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	7/31/18
13	8900	16 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDFA5GYXHEF01046	216579	40009	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	10/4/18
14	8901	20 (w/out W/C)	2018 Ford F550 Goshen Gforce Bus	1FDFA5GY5HEF22385	216580	40046	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	101,334.00	City & 5310	LSP	11/26/16
15	8902	18 (w/out W/C)	2019 Ford F550 Goshen Coach Bus	1FDFA5GY1KDA16145	XA8018	40123	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,943.00	City & 5310	LSP	6/18/19
16	8903	18 (w/out W/C)	2019 Ford F550 Goshen Coach Bus	1FDFA5GY4KEE69167	XA8019	40124	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,943.00	City & 5310	LSP	6/18/19
17	8904	14 (w/out W/C)	2020 Ford E-450 Cutaway Turtle Top Bus	1FDFE4FSXKDC72798	104860	40219	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	91,993.00	City & 5310	LSP	9/28/20
18	8905	14 (w/out W/C)	2020 Ford E-450 Cutaway Turtle Top Bus	1FDDE4FS1KDC72799	XA2162	40220	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	91,993.00	City & 5310	LSP	9/28/20
19	8906	18 (w/out W/C)	2021 F550 G-Force Champion Bus	1FDUF5GN3MEE11038	XJ0566	40282	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	City & 5310	LSP	9/23/21
20	8907	18 (w/out W/C)	2021 F550 G-Force Champion Bus	1FDUF5GNXMDA13380	XJ0565	40283	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	City & 5310	LSP	9/23/21
21	8920	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN0LED72018	TJ4656	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
22	8921	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN9LED72020	TJ4567	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
23	8922	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN5LEE97645	TJ4664	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
24	8923	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN0LDA14939	TJ4652	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	3/25/21
25	8924	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN5LDA14936	TJ4653	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
26	8925	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN7LDA14940	TJ4654	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
27	8926	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN9LDA14938	TJ4555	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21
28	8927	18 (w/out W/C)	2021 Ford Champion Defender Bus	1FDUF5GN3LEE90600	TJ4662	N/A	Gas	NO	W/C Lift	TBA	Ricon/Q'Straint	105,000.00	BCT	CBS	4/7/21

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Attachment J

Charter School General Bus Schedule

Bus #	5:30	6:30	7:30	8:30	9:30	10:30	11:30	12:30	1:30	2:30	3:30	4:30	5:30
8214	5:30	H.S. # 1	West A						1:00	H.S. # 1	West A		
			Red								Red		
8243	5:30	H.S. # 8	West B						1:15	H.S. # 8	West B		
			Blue								Blue		
8220	6:30		West C						1:00		West C		
			Green								Green		
8232	5:30	H.S. # 6	West D						1:15	H.S. # 6	West D		
			Orange								Orange		
8219	6:45		West E						1:00	Embassy Creek	West E		
			Black								Black		
8210	5:30	H.S. # 23	West F						1:00	H.S. # 23	West F		
			Pink								Pink		
8205	5:30	H.S. # 2	West G						1:15	H.S. # 2	West G		
			Purple								Purple		
8207	5:30	H.S. # 10	West H						1:00	H.S. # 10	West H-FSU		
			Gold								Gold - Shuttle		
8235	6:45		West I						12:45	Embassy Creek	West I		
			Yellow								Yellow		
8231	5:30	H.S. # 9	West J						1:15	H.S. # 9	West J		
			Gray								Gray		
8230	5:30	H.S.	West						1:00	H.S.	West		
8208	5:30	H.S. # 17	Central A						1:15	H.S. # 17	Central A		
			Red								Red		
8218	5:30	H.S. # 14	Central B						1:00	H.S. # 14	Central B		
			Blue								Blue		
8203	5:45	H.S. # 22	Central C						1:15	H.S. # 22	Central C		
			Green								Green		
8209	6:45		Central D	Sheridan Tech					1:00	Sheridan Park	Central D		
			Orange								Orange		
8223	5:30		Central E						1:00	Fox Trail Elem.	Central E		
			Black								Silver Ridge Elem.		
8224	5:45	H.S. # 11	Central F						1:15	H.S. # 11	Central F		
			Pink								Pink		
8206	5:45	H.S. # 18	Central G						1:00	H.S. # 18	Central G		
			Purple								Purple		
8238	5:30	H.S. # 15	Central H						1:00	Griffin /Cooper City	Central H		
			Gold								Gold		
8212	5:30	H.S. # 19	Central I						1:00	H.S. # 19	Central I		
			Yellow								Yellow		
8244	5:45	H.S. # 16	Central J						1:00	H.S. # 16	Central J		
			Gray								Gray		
8213	6:45		East A						1:00	H.S. # 15	East A		
			Red								Red		
8202	5:30	H.S. # 12	East B						1:00	H.S. # 12	East B		
			Blue								Blue		
8221	5:30	H.S. # 13	East C						1:00	H.S. # 13	East C		
			Green								Green		
9202	5:45	H.S. # 21	South A - FSU						1:15	H.S. # 21	South A		
			Red	Shuttle							Red		
9201	5:30	H.S. # 5	South B - FSU						1:15	H.S. # 5	South B		
			Blue								Blue		
9203	6:15	H.S. # 24	South C						1:30	H.S. # 24	South C		
			Green-Shuttle								Green		
8225	5:30	H.S. # 3	AVM C						1:15	H.S. # 3	AVM C		
			Green								Green		
8222	5:30	H.S. # 4	AVM B						1:15	H.S. # 4	AVM B		
			Blue								Blue		
8239	6:45		AVM A						1:15	H.S. # 20	AVM A		
			Red								Red		
8242	5:30	H.S. # 7	AVM D						1:15	H.S. # 7	AVM D		
			Orange								Orange		
8226									1:00	Embassy Creek	Renaissance		
											Pioneer		

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Vendor Name:

Attachment K

Pricing Submission Sheet - Labor Rates

***Note - The School Bus Drivers** typically work 180 days in the school year. There are also field trips during the winter break, spring break, and summer break which may increase the number of days and hours that the drivers work. Similarly, the **Shuttle Bus Drivers** may also work additional trips. In addition, the Senior Transportation Program operates 5 days per week, while the Community Bus Service operates 6 days per week for the Green & Gold Routes, while only operating 3 days for the Blue Route.