



**OPERATION AND MANAGEMENT OF TRANSPORTATION SERVICES**  
**AGREEMENT BETWEEN THE CITY OF PEMBROKE PINES AND**  
**THE TRANSPORTATION AUTHORITY, LLC**

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

**THE TRANSPORTATION AUTHORITY, LLC**, a Limited Liability Company as listed with the Florida Division of Corporations, with a business address of **1311 SW 87th Way, Pembroke Pines, FL 33025** (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 **December 13, 2023**, the CITY advertised its notice to bidders of the CITY's desire to hire a firm to provide for the **operation, maintenance, and management of Transportation Services for the CITY's Charter Schools, the Community Bus System, and the Senior Transportation Program** as more particularly described in **Exhibit "A"** attached hereto and by this reference made a part hereof, for the said bid entitled:

**“Operations and Management of Transportation Services”**  
**Request for Proposals (“RFP”) # AD-23-02**

1.2 On **January 23, 2024**, the bids were opened at the offices of the City Clerk.



1.3 On \_\_\_\_\_, the CITY Commission awarded this Agreement to CONTRACTOR and authorized the proper CITY officials to negotiate and enter into this 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 **operation, maintenance, and management of Transportation Services for the CITY’s Charter Schools, the Community Bus System, and the Senior Transportation Program**, throughout the CITY utilizing CITY-owned and Broward County-owned vehicles, CITY office space, vehicle maintenance Area, and bus parking spaces more particularly located at 901 Poinciana Drive, Pembroke Pines, FL 33025 (each the "Property", and collectively the “Properties”), as more particularly described in and in accordance with the CITY’s “RFP” # **AD-23-02**, attached hereto and made a part hereof as **Exhibit "A"**, CONTRACTOR's response thereto, attached hereto and made a part hereof as **Exhibit "B"**, the CITY Vehicle Inventory, attached hereto and made a part hereof as **Exhibit "C"**, and CITY’s Driver Requirements, attached hereto and made a part hereof as **Exhibit "D"**. 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. CONTRACTOR shall perform the services herein required at the CITY locations as more particularly described herein below:

2.1.1 **Property Locations.**

<b>Property Locations</b>	<b>Address</b>
Charter School – East Campus	10801 Pembroke Road, Pembroke Pines, FL 33025
Charter School – West Campus	1680 S.W. 184 <sup>th</sup> Avenue, Pembroke Pines, FL 33029
Charter School – Central Campus	12350 Sheridan Street, Pembroke Pines, FL 33026
Charter Schools – FSU Elementary Campus	601 S.W. 172 <sup>nd</sup> Avenue, Pembroke Pines, FL 33029
Charter School – Academic Village Campus	17189 Sheridan Street, Pembroke Pines, FL 33331
CITY Office Space	901 Poinciana Drive, Pembroke Pines, FL 33025
Vehicle Maintenance Area	901 Poinciana Drive, Pembroke Pines, FL 33025
Bus Parking Spaces	901 Poinciana Drive, Pembroke Pines, FL 33025
Community Bus Services Hub (Carl Shechter Southwest Focal Point Community Center)	301 NW 103 <sup>rd</sup> Avenue, Pembroke Pines, FL 33026



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 "D"**. 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., and 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 "C"**, 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 "C"** 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

2.11 **Background Screening.** CONTRACTOR shall comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by CONTRACTOR in advance of personnel providing any services under the conditions described in the previous sentence. CONTRACTOR respectively shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement. The failure of CONTRACTOR to perform any of the duties described in this section shall constitute a material breach of Agreement. CONTRACTOR agrees to indemnify and hold harmless CITY, its elected and appointed officials, officers, employees, and agents from any liability in the form of physical or mental injury, death, or property damage resulting from the CONTRACTOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.12 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, maintenance, and management of transportation services**, as more particularly described herein and in **Exhibit “A”**, for an initial **five (5) year** period commencing on **July 1, 2024**, and expiring on **June 30, 2029**.

3.2 This Agreement may be renewed for **two (2)**, additional, **five (5) year** renewal periods 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 **one hundred eighty (180) calendar days** 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 hereby agrees to compensate CONTRACTOR for all services provided by CONTRACTOR pursuant to the provisions of this Agreement and as set forth in **Exhibit “E”**.

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:

**Transportation Authority, LLC**  
**901 Poinciana Drive, Pembroke Pines, FL 33025**



**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**  
**INDEMNIFICATION**

6.1 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.

6.2 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.

6.3 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.

6.4 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.



6.5 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 7** **INSURANCE**

7.1 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.

7.2 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.

7.3 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, 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.

7.4 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.

7.5 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.



7.6 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

7.6.1 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

Aggregate Reduction: CONTRACTOR shall advise the CITY in the event any aggregate limits are reduced below the required per-occurrence limit. At its own expense, the CONTRACTOR will reinstate the aggregate limits to comply with the minimum requirements and shall furnish the CITY with a new certificate of insurance showing such coverage is in force.

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

7.6.2 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

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

Yes No

7.6.3 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) - \$1,000,000
- 2. Hired Autos (Symbol 8)  
Combined Single Limit (Each Accident) - \$1,000,000
- 3. Non-Owned Autos (Symbol 9)  
Combined Single Limit (Each Accident) - \$1,000,000

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

✘

7.6.3.1 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

✓

7.6.5 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

✓

7.6.6 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

✓

7.6.7 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

7.6.8 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.**

7.7 REQUIRED ENDORSEMENTS

- 7.7.1 The City of Pembroke Pines shall be named as an Additional Insured on each of the Liability Policies required herein.
- 7.7.2 Waiver of all Rights of Subrogation against the CITY.
- 7.7.3 Thirty (30) calendar day Notice of Cancellation or Non-Renewal to the CITY.
- 7.7.4 CONTRACTOR’s policies shall be Primary & Non-Contributory.
- 7.7.5 All policies shall contain a “severability of interest” or “cross liability” clause without obligation for premium payment of the CITY.
- 7.7.6 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.

7.8 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.

7.9 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.

7.10 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 8**  
**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 9** **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 10** **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 11** **UNCONTROLLABLE FORCES**



11.1 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.

11.2 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 12** **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 13** **SIGNATORY AUTHORITY**

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

#### **ARTICLE 14** **DEFAULT OF CONTRACT & REMEDIES**

14.1 **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.

14.2 **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.

14.3 **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:



14.3.1 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 Public Services Director relative thereto.

14.3.2. 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.

14.3.3. 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.

14.3.4. 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.

14.4 **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. 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.

14.4.1. 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 CONTRACTOR.

14.4.2. 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 together with the costs incident thereto to such default.



14.4.3. 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.

14.4.4 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 (14) calendar days of the receipt by CONTRACTOR of such notice from CITY.

#### **ARTICLE 15** **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 16** **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 17** **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 18** **PUBLIC RECORDS**

18.1 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:



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

18.1.2 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;

18.1.3 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

18.1.4 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.

18.2 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, 4<sup>th</sup> FLOOR  
PEMBROKE PINES, FL 33025  
(954) 450-1050  
[mgraham@ppines.com](mailto:mgraham@ppines.com)**

**ARTICLE 19  
SCRUTINIZED COMPANIES**

19.1 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 Iran Terrorism Sectors 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:



19.1.1 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

19.1.2 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:

19.1.2.1 Is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Terrorism Sectors List, created pursuant to Section 215.473, Florida Statutes ; or

19.1.2.2 Is engaged in business operations in Syria.

**ARTICLE 20**  
**EQUAL BENEFITS FOR EMPLOYEES**

20.1 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.

20.2 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.

20.3 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.

20.4 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](mailto:drotstein@ppines.com).

20.5 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 21**

### **EMPLOYMENT ELIGIBILITY**

21.1 **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.



**21.1.1 Definitions for this Section.**

21.1.1.1 “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.

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

21.1.1.3 “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.

21.1.1.4 “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.

**21.2 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 eligibility of:

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

21.2.2 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

21.2.3 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 22**



## **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:

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

22.1.1 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.

22.1.2 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.

22.1.3 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.

22.1.4 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.



22.1.5 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.

22.1.6 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.

22.1.7 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.

22.1.8 CONTRACTOR will include the provisions of paragraphs (22.1.1) 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.

22.2 **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.

22.3 **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.

22.4 **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.

22.4.1 **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.

22.4.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (22.4.1) 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 (22.4.1) 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 (22.4.1) of this section.

22.4.3 **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 (22.4.2) of this section.

22.4.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (22.4.1) through (22.4.4) 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 (22.4.1) through (22.4.4) of this section.

22.5 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).

22.5.1 **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.

22.5.2 **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.

22.6 **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).

22.6.1 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.

22.6.2 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.

22.7 **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.

22.8 **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).

22.9 **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.



22.10 **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.

22.11 **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.

22.12 **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.

22.13 **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.

22.14 **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.

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

22.16 **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.

## **ARTICLE 23** **MISCELLANEOUS**

23.1 **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.

23.2 **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.



23.3 **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 Statutes.

23.4 **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.

23.5 **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.

23.6 **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, 4<sup>th</sup> Floor  
Pembroke Pines, Florida 33025  
Telephone No. (954) 450-1040

Copy To: Samuel S. Goren, City Attorney  
Goren, Cherof, 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: **Richard A. Passero, President**  
**The Transportation Authority, LLC**  
**1311 SW 87th Way,**  
**Pembroke Pines, FL 33025**  
**E-mail: tainc@aol.com**  
**Telephone No: (954) 364-4790**  
**Cell phone No: (954) 214-7421**  
**Facsimile No: (954) 364-4791**

23.7 **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.

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

23.9 **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.

23.10 **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.

23.11 **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", Exhibit "B", Exhibit "C", Exhibit "D", and Exhibit "E"**, this Agreement shall prevail, followed by **Exhibit "A", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "B"**.

23.12 **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.

23.13 **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.



23.14 **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.

23.15 **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.

23.16 **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.

23.17 **Compliance with Jessica Lunsford Act.** In addition, to any other background screening requirements that may be required in this Agreement and/or by statutes, ordinances, rules, orders, regulations, and requirements of all local, City, state, and federal agencies, CONTRACTOR 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.

**SIGNATURE PAGE FOLLOWS**

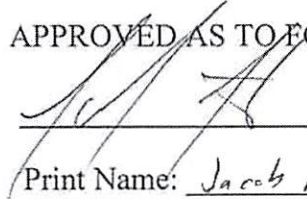


IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY:**

CITY OF PEMBROKE PINES, FLORIDA

APPROVED AS TO FORM:

  
\_\_\_\_\_

Print Name: Jacob Henst  
OFFICE OF THE CITY ATTORNEY

BY: \_\_\_\_\_

MAYOR ANGELO CASTILLO

ATTEST:

\_\_\_\_\_

MARLENE D. GRAHAM, CITY CLERK

BY: \_\_\_\_\_

CHARLES F. DODGE, CITY MANAGER

**CONTRACTOR:**

THE TRANSPORTATION AUTHORITY, LLC

Signed By:  \_\_\_\_\_

Printed Name: Richard A. Tressero \_\_\_\_\_

Title: PRESIDENT \_\_\_\_\_

**City Vehicle Inventory (Property)**

Exhibit "C"

	<b>Vehicle #</b>	<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Capacity / # Passengers</b>	<b>Wheel Chair Lift</b>	<b>VIN</b>	<b>Most recent inspection date</b>	<b>Program</b>
1	8201	2002		BlueBird	65	None	1HVBBAAN22H546705	2/23/2024	Charter School Transportation
2	8202	2002		BlueBird	65	None	1HVBBAAN42H546706	2/20/2024	Charter School Transportation
3	8203	2002		BlueBird	65	None	1HVBBAAN62H546707	11/2/2023-O.O.S.	Charter School Transportation
4	8204	2002		BlueBird	65	None	1HVBBAAN82H546708	2/20/2024	Charter School Transportation
5	8205	2002		BlueBird	65	None	1HVBBAANX2H546709	2/28/2024	Charter School Transportation
6	8206	2002		BlueBird	65	None	1HVBBAAN62H546710	3/6/2024	Charter School Transportation
7	8207	2002		BlueBird	65	None	1HVBBAAN82H546711	2/23/2023-O.O.S.	Charter School Transportation
8	8208	2002		BlueBird	65	None	1HVBBAANX2H546712	3/6/2024	Charter School Transportation
9	8209	2002		BlueBird	65	None	1HVBBAAN12H546713	2/21/2024	Charter School Transportation
10	8210	2002		BlueBird	65	None	1HVBBAAN32H546714	2/28/2024	Charter School Transportation
11	8211	2002		BlueBird	65	None	1HVBBAAN52H546715	3/14/2024	Charter School Transportation
12	8212	2002		BlueBird	65	None	1HVBBAAN72H546716	3/14/2024	Charter School Transportation
13	8213	2002		BlueBird	65	None	1HVBBAAN92H546717	2/20/2024	Charter School Transportation
14	8214	2002		BlueBird	65	None	1HVBBAAN02H546718	3/6/2024	Charter School Transportation
15	8215	2002		BlueBird	65	None	1HVBBAAN22H546719	4/2/2024	Charter School Transportation
16	8216	2002		BlueBird	65	None	1HVBBAAN92H546720	2/23/2024	Charter School Transportation
17	8218	2002		BlueBird	65	None	1HVBBAAN22H546722	3/5/2024	Charter School Transportation
18	8219	2002		BlueBird	65	None	1HVBBAAN42H546723	4/3/2024	Charter School Transportation
19	8220	2002		BlueBird	65	None	1HVBBAAN62H546724	3/13/2024	Charter School Transportation
20	8221	2002		BlueBird	65	None	1HVBBAAN82H546725	3/18/2024	Charter School Transportation
21	8222	2002		BlueBird	65	None	1HVBBAANX2H546726	2/27/2024	Charter School Transportation
22	8223	2002		BlueBird	65	None	1HVBBAAN12H546727	3/15/2024	Charter School Transportation
23	8224	2002		BlueBird	65	None	1HVBBAAN32H546728	3/11/2024	Charter School Transportation
24	8225	2002		BlueBird	65	None	1HVBBAAN52H546729	11/9/2023-O.O.S.	Charter School Transportation
25	8226	2002		BlueBird	65	None	1HVBBAAN12H546730	2/29/2024	Charter School Transportation
26	8228	2002		BlueBird	65	None	1HVBBAAN52H546732	3/18/2024	Charter School Transportation
27	8229	2002		BlueBird	65	None	1HVBBAAN72H546733	8/31/2023-O.O.S.	Charter School Transportation
28	8230	2002		BlueBird	65	None	1HVBBAAN92H546734	3/1/2024	Charter School Transportation
29	8231	2002		BlueBird	65	None	1HVBBAAN13H592902	4/4/2024	Charter School Transportation
30	8232	2003		BlueBird	65	None	1HVBBAAN33H592903	4/5/2024	Charter School Transportation
31	8233	2003		BlueBird	65	None	1HVBBAAN53H592904	3/13/2024	Charter School Transportation
32	8234	2003		BlueBird	65	None	1HVBBAAN73H592905	2/22/2024	Charter School Transportation
33	8235	2003		BlueBird	65	None	1HVBBAAN93H592906	3/22/2024	Charter School Transportation
34	8236	2003		BlueBird	65	None	1HVBBAAN03H592907	2/22/2024	Charter School Transportation
35	8237	2003		BlueBird	65	None	1HVBBAAN23H592908	2/27/2024	Charter School Transportation
36	8238	2003		BlueBird	65	None	1HVBBAAN83H595361	3/19/2024	Charter School Transportation
37	8239	2003		BlueBird	65	None	1HVBBAANX3H595362	3/4/2024	Charter School Transportation
38	8240	2003		BlueBird	65	None	1HVBBAAN13H595363	2/26/2024	Charter School Transportation

**City Vehicle Inventory (Property)**

Exhibit "C"

	Vehicle #	Year	Make	Model	Capacity / # Passengers	Wheel Chair Lift	VIN	Most recent inspection date	Program
39	8241	2003		BlueBird	65	None	1HVBBAAN33H595364	10/31/2023-O.O.S.	Charter School Transportation
40	8242	2003		BlueBird	65	None	1HVBBAAN34H595365	3/5/2024	Charter School Transportation
41	8243	2003		BlueBird	65	None	1HVBBAAN54H595366	2/26/2024	Charter School Transportation
42	8244	2003		BlueBird	65	None	1HVBBAAN74H595367	3/4/2024	Charter School Transportation
43	8853	2000		Thomas	1+30	W/C Lift	4UZAAXAK91CH54586	9/8/2022-O.O.S.	Charter School Transportation
44	8854	2000		Thomas	1+30	W/C Lift	4UZAAXAK71CH54585	4/1/2024	Charter School Transportation
45	8855	2000		Thomas	1+30	W/C Lift	4UZAAXAK01CH54587	4/3/2024	Charter School Transportation
46	8856	2000		Thomas	1+30	W/C Lift	4UZAAXAK21CH54588	3/15/2024	Charter School Transportation
47	8857	2003		BlueBird	3+42	W/C Lift	1HVBBAAN44H595360	3/12/2024	Charter School Transportation
48	9201	2023		BlueBird	65	None	1BAKFCSAXPF392713	2/29/2024	Charter School Transportation
49	9202	2023		BlueBird	65	None	1BAKFCSA1PF392714	3/22/2024	Charter School Transportation
50	9203	2023		BlueBird	65	None	1BAKFCSAXPF392715	3/1/2024	Charter School Transportation
51	9204	2024		BlueBird	65	None	1BAKFCSA1RF801913	3/19/2024	Charter School Transportation
52	9205	2024		BlueBird	65	None	1BAKFCSAXRF801912	4/1/2024	Charter School Transportation
53	9206	2024		BlueBird	65	None	1BAKFCSA3RF801914	4/2/2024	Charter School Transportation
54	4000	2013		1500 Pick Up	2	None	1GCNCPEA9DZ158958	Non passenger	Charter School Transportation
55	8820			2014 Ford El Dorado	17 (w/out W/C)	W/C Lift	1FDFE4FS7DDB27284	7/3/2023	Local Service Provider Senior Transportation Program
56	8870			2010 Ford GOSH Bus	16 (w/out W/C)	W/C Lift	1FDFE4FS7ADA02555	6/30/2023	Local Service Provider Senior Transportation Program
57	8880			2013 Ford E450 Bus	20 (w/out W/C)	W/C Lift	1FDFE4FS1CDB30437	9/6/2022	Local Service Provider Senior Transportation Program
58	8882			2013 Ford E450 Bus	20 (w/out W/C)	W/C Lift	1FDFE4FS8CDB30435	9/7/2023	Local Service Provider Senior Transportation Program
59	8883			2013 Ford E450 Bus	20 (w/out W/C)	W/C Lift	1FDFE4FS3CDB38233	2/28/2023	Local Service Provider Senior Transportation Program
60	8884			2013 Ford E450 Bus	20 (w/out W/C)	W/C Lift	1FDFE4FS2CDB38241	5/10/2023	Local Service Provider Senior Transportation Program
61	8889			2014 Ford Elkhart E450	20 (w/out W/C)	W/C Lift	1FDFE4FS5EDA88289	2/8/2023	Local Service Provider Senior Transportation Program
62	8893			2015 Ford/Turtle Top F550 4x2	18 (w/out W/C)	W/C Lift	1FDUF5GYOFEC84827	5/5/2023	Local Service Provider Senior Transportation Program
63	8896			2016 Ford Cutaway Turtle Top Odyssey XL	18 (w/out W/C)	W/C Lift	1FDAF5GY4GEA75174	5/12/2023	Local Service Provider Senior Transportation Program
64	8897			2016 Ford Cutaway Turtle Top Odyssey XL	18 (w/out W/C)	W/C Lift	1FDAF5GYXGEA75177	7/21/2023	Local Service Provider Senior Transportation Program
65	8898			2018 Ford F550 Goshen Coach	16 (w/out W/C)	W/C Lift	1FDAF5GY1HEF01047	9/26/2023	Local Service Provider Senior Transportation Program
66	8899			2018 Ford F550 Goshen Gforce Bus	20 (w/out W/C)	W/C Lift	1FDAF5GY4HEF22376	7/11/2023	Local Service Provider Senior Transportation Program
67	8900			2018 Ford F550 Goshen Gforce Bus	16 (w/out W/C)	W/C Lift	1FDAF5GYXHEF01046	9/28/2023	Local Service Provider Senior Transportation Program
68	8901			2018 Ford F550 Goshen Gforce Bus	20 (w/out W/C)	W/C Lift	1FDAF5GY5HEF22385	4/24/2023	Local Service Provider Senior Transportation Program
69	8902			2019 Ford F550 Goshen Coach Bus	18 (w/out W/C)	W/C Lift	1FDAF5GY1KDA16145	4/4/2023	Local Service Provider Senior Transportation Program/Community Bus
70	8903			2019 Ford F550 Goshen Coach Bus	18 (w/out W/C)	W/C Lift	1FDAF5GY4KEE69167	3/7/2024	Local Service Provider Senior Transportation Program/Community Bus
71	8904			2020 Ford E-450 Cutaway Turtle Top Bus	14 (w/out W/C)	W/C Lift	1FDFE4FSXKDC72798	7/13/2023	Local Service Provider Senior Transportation Program
72	8905			2020 Ford E-450 Cutaway Turtle Top Bus	14 (w/out W/C)	W/C Lift	1FDFE4FS1KDC72799	9/28/2023	Local Service Provider Senior Transportation Program
73	8906			2021 F550 G-Force Champion Bus	18 (w/out W/C)	W/C Lift	1FDUF5GN3MEE11038	7/31/2023	Local Service Provider Senior Transportation Program
74	8907			2021 F550 G-Force Champion Bus	18 (w/out W/C)	W/C Lift	1FDUF5GNXMDA13380	9/1/2023	Local Service Provider Senior Transportation Program/Community Bus

Note: OOS = Out Of Service to be repaired

## DRIVER REQUIREMENTS

### A. Employment

- 1) CONTRACTOR shall take all necessary actions to ensure 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.
- 2) 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).
- 3) All drivers shall have previous bus driving experience, possess a valid Commercial Driver's 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, on an annual basis, complete at least eight (8) hours in-service road, reflex, and written testing.
- 4) All drivers shall wear a uniform shirt and carry an identification badge.
- 5) 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 requirements) and 49 CFR Part 391 (Driver Qualifications), all as may be amended from time to time.

### B. Safety

- 1) 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.
- 2) 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 on a daily basis by the assigned driver and document with a pre-trip report.
- 3) 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.
- 4) 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.

C. General

- 1) 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.).
- 2) CONTRACTOR, while providing Services, shall comply with all applicable laws and regulations relating to non-discrimination 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 Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

## **EXHIBIT "E"**

### **COMPENSATION**

The term "Cost of the Work" shall mean cost necessarily incurred by The Transportation Authority, LLC, in the performance of their duties.

A. The City and The Transportation Authority, LLC agree that the following generally defines, but does not limit, the costs to be reimbursed under this Agreement:

1. Wages of workers directly employed by Transportation Authority to perform the work;
2. Wages or salaries of The Transportation Authority's supervisory and administrative personnel providing for the operation and management for the City's transportation services;
3. Costs paid by The Transportation Authority, LLC, for taxes, insurance, contributions for benefits or other taxes required by law. The City shall pre-approve an employee benefit plans;
4. Payment made by The Transportation Authority, LLC 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 Transportation Authority 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 The Transportation Authority, LLC reasonably incurred by Transportation Authority 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 Transportation Authority;
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 Transportation Authority 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 The Transportation Authority, LLC from insurance sureties, or suppliers;
14. Miscellaneous expenses such as supplies, uniforms, costs of drug screening, drug tests, fingerprinting, background searches and trainings; and
15. All other costs approved by the City Administration.

B. The City hereby agrees to furnish the following to The Transportation Authority, LLC or its employees assigned to the work:

1. Office space and maintenance facility located at 901 Poinciana Drive, Pembroke Pines, FL 33025 for The Transportation Authority on-site management;
2. Office furniture for Transportation Authority on-site management; and
3. Telephone, utilities, communication services for on-site management complex