



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

This Fourth Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and City of Pembroke Pines, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida ("City") (each a "Party" and collectively referred to as the "Parties").

RECITALS

A. The Parties entered into the Interlocal Agreement, dated October 28, 2019 (the "Original Agreement"), to provide Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of City. The Original Agreement was amended on September 24, 2021, June 5, 2024, and September 27, 2024 (collectively, the "Agreement").

B. The Parties desire to enter into this Amendment to extend the term of the Agreement through September 30, 2027.

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

1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment shall retain the meaning ascribed to such terms in the Agreement.
2. The Agreement is extended through September 30, 2027, with the current rates continuing until amended by the Parties in writing.
3. Except as modified herein, all remaining terms and conditions of the Agreement shall remain in full force and effect.
4. In the event of any conflict or ambiguity between this Amendment, any prior amendments, and the Agreement, the Parties agree that the terms of the most recent amendment shall control. The Agreement, as amended by successive amendments including this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as so amended. Accordingly, the Parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

5. Preparation of this Amendment has been a joint effort of the Parties and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
6. City acknowledges that through the date this Amendment is executed by City, City has no claims or disputes against County with respect to any of the matters covered by the Agreement.
7. The effective date of this Amendment shall be the date of complete execution by the Parties.
8. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which shall be deemed to be an original, and all of which, taken together, shall constitute one and the same agreement.
9. Each individual executing this Amendment on behalf of a Party represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(The remainder of this page is blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: Broward County, through its Board of County Commissioners, signing by and through its County Administrator, authorized to execute same by Board Item ____ on ____; and City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

By: _____
County Administrator

____ day of _____, 2025

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

By: _____
McKillop Erlandson (Date)
Assistant County Attorney

By: _____
Douglas Gonzales (Date)
Senior Assistant County Attorney

MBE
FOURTH – PEMBROKE PINES.docx
7/23/2025
#1179668v1

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

CITY

CITY OF PEMBROKE PINES

By: _____
Authorized Signer

Print Name and Title

_____ day of _____, 2025

Approved as to form:

By: _____

Print Name and Title

EXHIBIT “F”

City of Pembroke Pines

Fiscal Year 2026

Community Shuttle Service - (\$32.33/Hour)								
Buses	Route	Service	Span of Service	Frequency	Total Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Green	Mon-Sat	7:45a-7:55p	60 min	24.75	305	\$32.33	\$ 244,051.09
2	Gold - East	Mon-Sat	7:00a-7:03p	45 min	24.35	305	\$32.33	\$ 240,106.83
1	Gold - West	Mon-Sat	7:30a-7:21p	60 min	12.35	305	\$32.33	\$ 121,779.03
1	Blue - East	Tue/Wed/Fri	9:00a-3:25p	70 min	6.74	155	\$32.33	\$ 33,775.15
1	Blue - West	Tue/Wed/Fri	8:00a-3:15p	70 min	7.85	155	\$32.33	\$ 39,337.53
Total Annual Funding								\$ 679,049.63



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 13.

File ID: 25-1595

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 05/13/2025

Short Title: Contracts Database Report - May 21, 2025

Final Action: 05/21/2025

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Baptist Health South Florida, Inc. - Programming to Improve the Health
and Wellness of Members of COPP/Senior Center - Renewal

(B) Fox-Mar Photography, Inc. - Photography Services - Charter Schools -
Renewal

**ITEMS (C), (D) AND (E) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

(C) Broward County - Community Shuttle Service - Non-Renewal

(D) Elan Lawn and Landscape, Inc. - City-wide Landscape Maintenance -
Non-Renewal

(E) Hawkins Water Treatment Group, Inc. - Purchase of Hydrofluosilicic Acid -
CO-OP - Non-renewal

***Agenda Date:** 05/21/2025

Agenda Number: 13.

Internal Notes:

Attachments: 1. Contract Performance Report Card - May 21st, 2025, 2. A. Baptist Health SFL - Collaboration Agreement (All-Backup), 3. B. Fox-Mar - School Pictures Agreement - Fully Executed Agreement (AB), 4. C. Broward County - Community Shuttle Service (All-Backup), 5. D. Elan Lawn and Landscape Services, Inc. - City-wide Landscaping (AB), 6. E. Hawkins Hydrofluosilicic CO-OP (AB)

Related Files:

1 City Commission 05/21/2025 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Mayor Castillo, Vice Mayor Hernandez, Commissioner Good Jr.,
Commissioner Rodriguez, and Commissioner Schwartz
Nay: - 0

**MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE
FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

(A) Baptist Health South Florida, Inc. - Programming to Improve the Health and Wellness of
Members of COPP/Senior Center - Renewal

(B) Fox-Mar Photography, Inc. - Photography Services - Charter Schools - Renewal

**ITEMS (C), (D) AND (E) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS THEY ARE PRESENTED
FOR NOTIFICATION PURPOSES ONLY PURSUANT TO SECTION 35.29 (F) OF THE
CITY'S PROCUREMENT CODE:**

(C) Broward County - Community Shuttle Service - Non-Renewal

(D) Elan Lawn and Landscape, Inc. - City-wide Landscape Maintenance - Non-Renewal

(E) Hawkins Water Treatment Group, Inc. - Purchase of Hydrofluosilicic Acid - CO-OP -
Non-renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."

2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.

3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

**(A) Baptist Health South Florida, Inc. - Programming to Improve the Health and
Wellness of Members of COPP/Senior Center - Renewal**

1. On September 3, 2020, the City entered into an Agreement with Baptist Health South

Florida, Inc. for an initial one (1) year period, which expired on August 31, 2021.

2. The City of Pembroke Pines Community Services Department collaborates with Baptist Health South Florida, Inc. for Professional Health and Wellness Events.

3. Section 3.1 of the Original Agreement authorizes the term to be extended for additional one (1) year periods upon execution of a written Amendment.

4. On May 19, 2021, the Parties executed the First Amendment to increase the In-Person Class rates from \$45.00 to \$50.00 and to renew the term for an additional one (1) year period which expired on August 31, 2022.

5. On June 27, 2022, the Parties executed the Second Amendment to increase the In-Person Class rates to \$55.00 and to renew the term for an additional one (1) year period which expired on August 31, 2023.

6. On May 9th, 2023, the Parties executed the Third Amendment to increase the In-Person Class rates to \$60.00 and to renew the term for an additional one (1) year period which expired on August 31, 2024.

7. On June 17th, 2024, the Parties executed the Fourth Amendment to increase the In-Person Class rates to \$65.00 and to renew the term for an additional one (1) year period which will expire on August 31, 2025.

8. The Community Services Department recommends that the City Commission approve this Fifth Amendment to renew the term for an additional one (1) year period which shall commence on September 1, 2025, and naturally expire on August 31, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** No Cost to City.

b) **Amount budgeted for this item in Account No:**

Revenue Acct 001-000-8001-347556-0000-000-0000 Recreation Classes \$6,760

Expense Acct 001-569-8001-534990-0000-000-0000 \$6,760

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **1-year projection of the operational cost of the project:**

	Current FY	FY 2025-26
Revenues	\$650.00	\$6,110.00
Expenditures	\$650.00	\$6,110.00
Net Cost	\$0.00	\$0.00

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing

contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Fox-Mar Photography, Inc. - Photography Services - Charter Schools - Renewal

1. On September 18, 2019, the City entered into an Agreement with Fox-Mar photography, Inc., for an initial three (3) year period, which expired on July 31, 2022.
2. Fox-Mar Photography, Inc. provides photography services to the City's Charter Schools.
3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for three (3) additional three (3) year terms, evidenced by written Amendments.
4. On April 14, 2022, the parties executed the First Amendment to the Original Agreement, to renew the term for an additional three (3) year period, which expires on July 31, 2025.
5. The City's Charter Schools are satisfied with the performance and execution of the Original Agreement, as amended, and recommend that the City Commission approve this Second Amendment for a three (3) year renewal term, which shall commence August 1, 2025, and shall naturally expire on July 31, 2028, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Not applicable.

b) Amount budgeted for this item in Account No: All proceeds from the sales commissions will be deposited in the following Charter School deposit accounts:

School Site Description	Deposit Account	Deposit Acct.
East Elementary	170-000-0000-220530-2220-000-0000-00550	Field Trips
East Elementary	170-000-0000-220525-2220-000-0000-00550	Sunshine
East Elementary	170-000-0000-220590-2220-000-0000-00550	Misc Charter School
East Elementary	170-000-0000-220618-2220-000-0000-00550	Fifth Grade
West Elementary	170-000-0000-220590-2220-000-0000-00551	Misc Charter School
West Middle	171-000-0000-220590-2220-000-0000-00553	Misc Charter School
Central Elementary	170-000-0000-220590-2220-000-0000-00552	Misc Charter School
Central Middle	171-000-0000-220590-2220-000-0000-00554	Misc Charter School
Academic Village	172-000-0000-220545-2220-000-0000-00000	Yearbook
FSU Elementary	173-000-0000-220590-2220-000-0000-00000	Misc Charter School

- c) **Source of funding for difference, if not fully budgeted:** Not applicable.
- d) **3-year projection of the operational cost of the project:** Not applicable.
- e) **Detail of additional staff requirements:** Not applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not applicable.

(C) Broward County - Community Shuttle Service - Non-Renewal

1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial two (2) year period, commencing on October 1, 2019, and expiring on September 30, 2022.
2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.
3. Section 5.1 of the Original Agreement authorized renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.
4. On August 3, 2022, the City Commission approved the first, one (1) year renewal term which expired on September 30, 2023.
5. On June 7, 2023, the City Commission approved the second, one (1) year renewal term which will expire on September 30, 2024.
6. On September 27, 2024, the City and Broward County executed the Third Amendment to the Agreement for a one (1) year extension period which will expire on September 30, 2025.
7. The Agreement does not provide for any further renewal terms and Broward County is preparing a new agreement for continuation of the services.

(D) Elan Lawn and Landscape, Inc. - City-wide Landscape Maintenance - Non-Renewal

1. On November 19, 2020, the City entered into an agreement with Elan Lawn and Landscape,

Inc., for a five (5) year period, which expires on December 27, 2025.

2. The City contracts with Elan Lawn and Landscape, Inc. to provide landscaping maintenance services on City-owned properties and Right of Ways (ROW).

3. Section 3.2 of the Original Agreement does not allow for further renewal terms of the Agreement.

4. The Original Agreement is presented to the City Commission for notification purposes as the term of the agreement will expire on December 27, 2025, and does not allow for further renewals.

(E) Hawkins Water Treatment Group, Inc. - Purchase of Hydrofluosilicic Acid - CO-OP - Non-renewal

1. On September 18, 2019, the City Commission approved the purchase of Hydrofluosilicic Acid on as needed basis from Hawkins Water Treatment Group, Inc. utilizing the Southeast Florida Governmental Cooperative Purchasing Group (CO-OP) Bid #19-C-020-F for an initial period which expired on August 18, 2021.

2. Hawkins Water Treatment Group, Inc. provides Hydrofluosilicic Acid to the City's Water Treatment Plant and the City's Wastewater Treatment Plant.

3. The term of the CO-OP Agreement allows for two (2) additional (2) year renewal terms.

4. On August 18, 2021, the City Commission approved to continue utilizing the CO-OP Agreement for the purchase of Hydrofluosilicic Acid on as needed basis for an additional 2-year term which expired on August 18, 2023.

5. On August 18, 2023, the City Commission approved to continue utilizing the CO-OP Agreement for the purchase of Hydrofluosilicic Acid on as needed basis for an additional 2-year term which will expire on August 18, 2025.

6. This CO-OP Agreement is presented to the City Commission for notification purposes, since the term will expire with no further renewal terms available.

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

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

RECITALS

A. The Parties entered into an Interlocal Agreement dated October 28, 2019, as amended September 24, 2021 and June 5, 2024 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this Amendment to (a) amend Exhibit A, (b) amend Exhibit F, and (c) extend the term of the Agreement.

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

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Effective as of the date of this Amendment, Exhibit A to the Agreement is hereby deleted and replaced with the schedules and maps attached hereto as Exhibit A.
3. Effective as of the date of this Amendment, Exhibit F to the Agreement is hereby deleted and replaced with the City of Pembroke Pines Funding chart for Fiscal Year 2024, attached hereto as Exhibit F.
4. Section 5.1 of the Agreement is amended as follows (deletions shown by strikethrough text and additions shown by bold and underlined text):

The term of this Agreement shall begin on the date it is fully executed by the parties and shall end on ~~September 30, 2022~~ **September 30, 2025**. ~~The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term.~~ The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5. This Amendment, together with the Agreement, represents the final and complete

understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Amendment or the Agreement that is not contained in this written document or the Agreement.

6. This Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
7. Each individual executing this Amendment on behalf of a party hereto hereby represents and warrants that they are, on the date they sign this Amendment, duly authorized by all necessary and appropriate action to execute this Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment to Agreement: Broward County, through its County Administrator, authorized to execute same by Board action on the 20th day of August 2019, and June 4, 2024, and the City, signing by and through its duly authorized representative.

COUNTY

BROWARD COUNTY, by and through
its County Administrator

For By Dr. Kimmie Campbell
County Administrator

27 day of September, 2024

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



By MBE Digitally signed by
McKillop Erlandson Date: 2024.09.25
15:48:07 -04'00'
McKillop Erlandson (Date)
Assistant County Attorney

By Benjamin Salzillo Digitally signed by
Benjamin Salzillo Date: 2024.09.25
15:54:20 -04'00'
Benjamin R. Salzillo (Date)
Senior Assistant County Attorney

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

CITY

CITY OF PEMBROKE PINES

By: Charles F. Dodge

Name: Charles F. Dodge
Title: City manager

24 day of Sept, 2024

Approved as to form:

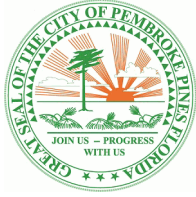
By: Jacob Hernandez

Name: Jacob Hernandez
Title: CAO

EXHIBIT "F"
City of Pembroke Pines

Fiscal Year 2024

Community Bus Service - (\$32.33/Hour)								
Buses	Route	Service	Span of Service	Frequency	Total Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Green	Mon-Sat	7:45a-7:55p	60 min	24.75	305	\$32.33	\$244,051.09
2	Gold - East	Mon-Sat	7:00a-7:00p	45 min	28.63 <u>24.38</u>	305	\$32.33	\$302,000.46 <u>\$249,395.81</u>
1	Gold - West	Mon-Sat	7:30a-7:21p	60 min	12.35	305	\$32.33	\$121,779.08
1	Blue - East	Tue/Wed/Fri	9:00a-9:20p	70 min	6.60 <u>6.74</u>	167	\$32.33	\$99,694.20 <u>\$216.98</u>
1	Blue - West	Tue/Wed/Fri	8:00a-3:15p	70 min	7.85	157	\$32.33	\$39,845.11
Total Annual Funding								\$674,226.46 <u>\$679,993.01</u>



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 5.

File ID: 24-0863

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 09/03/2024

Short Title: Contracts Database - September 18th, 2024

Final Action: 09/18/2024

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:**

- (A) B.P. Academy, Inc. - Facility Use Agreement - Renewal
- (B) Broward County - Community Shuttle Service - Renewal
- (C) FileOnQ, Inc. - Public Safety Platform - Renewal
- (D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal
- (E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal
- (F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal
- (G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal
- (H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal
- (I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal
- (J) Stryker Sales, LLC. - PowerLoad System - Renewal
- (K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal
- (L) West Pines United Futbol Club, Inc. - Facility Use Agreement- Renewal

*Agenda Date: 09/18/2024

Agenda Number: 5.

Internal Notes:

Attachments: 1. Contracts Database Report - September 18th, 2024 (revised), 2. A. BP Academy, Inc. FUA (Fletcher Park) (AB), 3. B. Broward County - Community Shuttle Service Agreement (All Backup), 4. C. FileOnQ -Existing Customer Platform Agreement (All Backup), 5. D. NCS Pearson-Certiport Agreement-Microsoft Training for Charter Schools (All Backup), 6. E. Optimist Club of Pembroke Lakes (PLO) - Facility Use Agreement (AB), 7. F. Optimist Club of West Pembroke Pines (WPPO) - FUA (AB), 8. G. Pembroke Pines Optimist Club (PPO) Facility Use Agreement (AB), 10. I. Statewide Mutual Aid Agreement (SMAA) - 2023 (2024-25)(ABD), 11. J. Stryker Sales, LLC. - Power Load System (AB), 9. H. SoFIA MOU RSVP Tech & Community Services Program (All Backup), 12. K. West Pines Girls Softball (WPGS) - Facility Use (AB), 13. L. West Pines Futbol Club, Inc. - Facility Use Agreement (AB)

Related Files:

1	City Commission	09/18/2024	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda		
		Aye: - 5	Mayor Castillo, Vice Mayor Good Jr., Commissioner Rodriguez, Commissioner Schwartz, and Commissioner Hernandez	
		Nay: - 0		

MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS DATABASE REPORT:

- (A) B.P. Academy, Inc. - Facility Use Agreement - Renewal
- (B) Broward County - Community Shuttle Service - Renewal
- (C) FileOnQ, Inc. - Public Safety Platform - Renewal
- (D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal
- (E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal
- (F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal
- (G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal
- (H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal
- (I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal

(J) Stryker Sales, LLC. - PowerLoad System - Renewal

(K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal

(L) West Pines United Futbol Club, Inc. - Facility Use Agreement- Renewal

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) B.P. Academy, Inc. - Facility Use Agreement - Renewal

1. On October 25, 2022, the City entered into an Agreement with B.P. Academy, Inc. for the use of certain athletic fields owned, operated, and/or maintained by the City for recreational purposes, for an initial one (1) year period, which expired on September 30, 2023.
2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional terms upon mutual consent evidenced by written Amendments to the Agreement extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed one (1) time extending the term to September 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$4,065.00
- b) **Amount budgeted for this item in Account No:**
001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(B) Broward County - Community Shuttle Service - Renewal

1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial three (3) year period, commencing on October 1, 2019, and expiring on September 30, 2022.
2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.
3. Section 5.1 of the Original Agreement authorized renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.
4. On August 3, 2022, the City Commission approved the first, one (1) year renewal term which expired on September 30, 2023.
5. On June 7, 2023, the City Commission approved the second, one (1) year renewal term which will expire on September 30, 2024.
6. The Parties wish to further extend the term of the agreement for an additional one (1) year term from October 1, 2024, to September 30, 2025.
7. The Community Services Department recommends that the City Commission approve the Third Amendment to the Agreement to provide for an additional, one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$679,993 (Third Amendment)
- b) **Amount budgeted for this item in Account No:**

Revenue:

Broward County Transportation Grant:

\$605,937	128-000-8004-337410-0000-000-0000 (BCT Grant Gold & Green Routes)
<u>\$ 74,056</u>	128-000-8004-337410-0000-000-0000-00042 (BCT Grant Blue Route)
\$679,993	Total

Transfer from Road and Bridge Fund:

\$392,313	128-000-8004-381100-0000-000-0000 (Gold & Green Routes)
<u>\$ 40,722</u>	128-000-8004-381100-0000-000-0000-00042 (Blue Route)
\$433,035	Total

c) Source of funding for difference, if not fully budgeted:

d) 1-year projection of the operational cost of the project:

	Current FY	FY 2024-25
Revenue	\$0.00	\$679,993.00
Expenditure	\$0.00	\$1,113,028.00
Net Cost	\$0.00	\$433,035.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(C) FileOnQ, Inc. - Public Safety Platform - Renewal

1. On September 26, 2022, the City entered into a Software License Agreement with FileOnQ, Inc. for an initial, two (2) year period, which will expire on September 30, 2024.

2. The City of Pembroke Pines Police Department contracted with FileOnQ, Inc, to provide the software and software maintenance for a public safety platform comprised of EvidenceOnQ (property-evidence management software), DigitalOnQ (digital evidence management software), QuarterMasterOnQ (supply-equipment management software), and FoundropOnQ.

3. Section 3.4 of the Agreement authorizes the renewal of the Agreement for three (3), additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment extending the term thereof.

4. The Police Department has opted to renew only the DigitalOnQ portion of the subscriptions, thus reducing the contract value below the \$25,000 threshold that would require this agreement to be brought to commission for approval.

5. The Police Department informs the City Commission of this 2024-25 Renewal Agreement for the first, one (1) year renewal term commencing on October 1, 2024, and expiring on September 30, 2025, as allowed by the Agreement. Future renewals of the Agreement for an amount under \$25,000 will no longer be brought before the City Commission.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$10,431.72

b) Amount budgeted for this item in Account No: \$31,000,
001-521-3001-534995-0000-000-0000-: Other Svc - IT

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 1-year projection of the operational cost of the project:

	Current FY	FY 2024-25
Revenues	\$0.00	\$0.00
Expenditures	\$0.00	\$10,431.72
Net Cost	\$0.00	\$10,431.72

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(D) NCS Pearson, Inc. (Certiport) - Certification Assessment & Training - Renewal

1. On October 6, 2021, the City entered into an Original Agreement with NCS Pearson, Inc. for an initial one (1) year period which naturally expired on October 2, 2022.

2. NCS Pearson, Inc. provides courseware and exams for the Microsoft Office Specialist (MOS) and the Adobe Certified Association (ACA) industry certification programs for the City's Charter Schools.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. On September 14, 2022, the City executed the First Amendment to the Original Agreement to extend the term thereof for an additional one (1) year term which expired on October 2, 2023.

5. On September 20, 2023, the City executed the Second Amendment to the Original Agreement to extend the term thereof for an additional one (1) year term which will expire on October 2, 2024.

6. The City's Charter Schools recommend that the City Commission approve this Third Amendment for a one (1) year term which shall commence on October 3, 2024, and shall naturally expire on October 2, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$51,593

b) Amount budgeted for this item in Account No: Funding is available the Noncapital software accounts:

School Site	Account Coding	Account Description	Amount
West Middle	171-569-5052-552652-5102-369-0000-00553	Noncapital Software & Licenses	\$8,739
Central Middle	171-569-5052-552652-5102-369-0000-00554	Noncapital Software & Licenses	\$19,601
Academic Village Middle	172-569-5053-552652-5102-369-0000-	Noncapital Software & Licenses	\$23,253
Total			\$51,593

c) Source of funding for difference, if not fully budgeted: Not applicable.

d) 1-year projection of the operational cost of the project:

	School FY 2024-25
Revenues	\$0.00
Expenditures	\$51,593.00
Net Cost	\$51,593.00

e) Detail of additional staff requirements: Not applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not applicable.

(E) Optimist Club of Pembroke Lakes, Florida, Inc. (PLO) - Facility Use Agreement - Renewal

1. On February 6, 2016, the City entered into a Facility Use Agreement with Optimist Club

of Pembroke Lakes, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Revenue:** \$24,755.00

b) **Amount budgeted for this item in Account No:** \$24,755.00

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5-year projection of the operational cost of the project:** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(F) Optimist Club of West Pembroke Pines, Inc. (WPPO) - Facility Use Agreement - Renewal

1. On February 15, 2017, the City entered into a Facility Use Agreement with Optimist Club of West Pembroke Pines, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual

consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Annual Renewal Cost: \$34,430.00

b) Amount budgeted for this item in Account No: \$34,430

001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

c) Source of funding for difference, if not fully budgeted: Not Applicable

d) 5-year projection of the operational cost of the project: Not Applicable

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) Pembroke Pines Optimist Club, Inc. (PPO) - Facility Use Agreement - Renewal

1. On January 31, 2017, the City entered into a Facility Use Agreement with Pembroke Pines Optimist Club, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period,

which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$22,110.00
- b) **Amount budgeted for this item in Account No:** \$22,110.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(H) South Florida Institute on Aging, Inc. ("SoFIA") - RSVP Tech & Community Services Program - Renewal

1. In June of 2024, the City approved and entered into a Memorandum of Understanding with the SoFIA RSVP Tech & Community Services Program, Inc. by and through the South Florida Institute on Aging, Inc. ("SoFIA"), for an initial, one (1) year period, which commenced on December 11, 2023, and will expire on December 10, 2024.

2. SoFIA trains and certifies a network of volunteers to provide organizational program support and/or conduct computer classes for enrolled participants. SoFIA provides technology course materials for all participants, develops publicity and marketing and is responsible for enrollment and data collection, i.e. pre and post student surveys. The program ensures implementation of the technology services and computer classes provided in the community to persons ages 60 and over. SoFIA programs about 10 classes each year with an average of 16 participants per class, and they hold weekly tech help sessions for all members of the Carl Shechter Southwest Focal Point Community Center.

3. A new Memorandum of Understanding provides for the program to continue for an additional one (1) year term.

4. The Community Services Department recommends that the City Commission approve the new Memorandum of Understanding to provide continuation of the program for the one (1) year period from December 11, 2024, to December 10, 2025.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None (The services are free of charge or obligation and are provided to members registered with the Carl Shechter Southwest Focal Point Community Center.)
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(I) State of Florida, Emergency Management Division (The) - Statewide Mutual Aid Agreement - Renewal

1. On February 28, 2024, the City entered into a Statewide Mutual Aid Agreement with the State of Florida, Division of Emergency Management, for an initial period of one (1) year which will expire on February 27, 2025.
2. Resolution No. 3855 approving and adopting the Statewide Mutual Aid Agreement was approved by the City Commission on February 21, 2024.
3. The State Emergency Management Act, which has been Codified as Chapter 252 (the "Statutes"), Fla. Stat., provides the Florida Division of Emergency Management (the "Department") with the authority to coordinate and direct emergency management assistance between local governments, including rendering mutual aid among the political subdivisions of the State to carry out emergency management functions and responsibilities. The Statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State of its political subdivisions for use in the affected area upon the request of the duly constituted authority of the area. There is no need for a declaration of emergency to be issued for the agreement to be activated. When an entity requests aid, the requesting entity agrees to reimburse the assisting party per the terms of the reimbursement in the SMAA.
4. Article XI, Section D of the Statewide Mutual Aid Agreement provides for annual, automatic renewal of the term each year after its execution.

5. The City Administration recommends that the City Commission approve the automatic renewal of the agreement term for the one (1) year period commencing on February 28, 2025, and expiring on February 27, 2026, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** None.
- b) **Amount budgeted for this item in Account No:** Not Applicable
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **5-year projection of the operational cost of the project:** Not Applicable.
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(J) Stryker Sales, LLC. - PowerLoad System - Renewal

1. On April 7, 2021, the City entered into an Agreement with Stryker Sales, LLC. for the provision of maintenance services for Stryker Stretchers and PowerLoad System, for an initial one (1) year period which naturally expired on April 14, 2022.
2. The Original Agreement allows for additional one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.
3. On April 14, 2022, the City entered into the First Amendment to the Original Agreement to increase the annual compensation from \$24,392.00 to \$26,096.00, and to renew the term for an additional one (1) year period, which expired on April 14, 2023.
4. On April 11, 2023, the City entered into the Second Amendment to the Original Agreement, as amended, to extend and align the term of the Original Agreement an extra 5.5 months for a total of 17.5 months, as amended, with the City's Fiscal year which expires on September 30, 2024, for a total amount of \$43,563.33.
5. Stryker Sales cannot provide a financial breakdown of our previous year's costs for repairs made, which precludes the Fire Department from completing a cost analysis. Given this situation, the Fire Department assessed its options and determined that paying for a preventive maintenance plan and repairs separately would be less expensive than continuing to pay for an annual service.

6. The Fire Department recommends that the City Commission approve this Third Amendment to decrease the compensation to \$7,920.00 and to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$7,920.00

b) **Amount budgeted for this item in Account No:**

001-529-4003-546800-0000-000-0000 (Maintenance & Contracts)

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **1-year projection of the operational cost of the project:**

	FY 2025
Revenues	\$0.00
Expenditures	\$7,920.00
Net Cost	\$7,920.00

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(K) West Pines Girls Softball, Inc. (WPGS) - Facility Use Agreement - Renewal

1. On February 14, 2017, the City entered into a Facility Use Agreement with West Pines Girls Softball, Inc. for the use of certain athletic fields and buildings for recreational purposes for the use and benefit of both residents and non-residents of the City, for an initial period, which expired on September 30, 2017.

2. Section 2.2 of the Original Agreement, as amended, authorizes the renewal of the Original Agreement, as amended, for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

3. The term of the Original Agreement, as amended, has been renewed seven (7) times extending the term to September 30, 2024.

4. The Recreation and Cultural Arts Department recommends that the City Commission approve this Eighth Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as

allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$8,910.00
- b) **Amount budgeted for this item in Account No:** \$8,910.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program
001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **5-year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable.

(L) West Pines United Futbol Club, Inc. - Facility Use Agreement - Renewal

1. On October 5, 2022, the City entered into an Agreement with West Pines United Futbol Club, Inc. for the use of certain athletic fields owned, operated, and/or maintained by the City for recreational purposes, for an initial one (1) year period, which expired on September 30, 2023.
2. Section 2.1 of the Original Agreement authorizes the renewal of the Original Agreement for additional terms upon mutual consent evidenced by written Amendments to the Agreement extending the term thereof.
3. The term of the Original Agreement, as amended, has been renewed one (1) time extending the term to September 30, 2024.
4. The Recreation Department recommends that the City Commission approve this Second Amendment to renew the term for an additional one (1) year period, which shall commence on October 1, 2024, and naturally expire on September 30, 2025, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$103,455.00
- b) **Amount budgeted for this item in Account No:** \$103,455.00
001-000-7001-347225-0000-000-0000-Youth Athletic Program

001-000-7001-347565-0000-000-0000-Athletic Fees - Non-resident

001-000-7001-362035-0000-000-0000-Field Rentals

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **5 year projection of the operational cost of the project:** Not Applicable

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

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

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

RECITALS

A. The Parties entered into an Agreement dated October 28, 2019, as amended September 24, 2021 ("Agreement"), which provides for Community Shuttle Service as an alternative form of public transportation for residents within the jurisdictional limits of the City.

B. The Parties desire to enter this Second Amendment to reflect a funding change consistent with the City's estimated operations and maintenance costs.

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

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement pursuant to this Second Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Exhibit F is hereby amended as indicated in the attached Exhibit F.
3. The rates in Exhibit F are hereby amended as indicated in the attached Exhibit F retroactive to October 1, 2023.
4. The effective date of this Second Amendment shall be the date of complete execution by both Parties. This Second Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Second Amendment or the Agreement that is not contained in this written document or the Agreement.
5. This Second Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

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

(Remainder of Page Intentionally Left Blank)

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

COUNTY

BROWARD COUNTY, by and through
its County Administrator

for By Linda Campbell
County Administrator
5th day of June, 2024



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

William J.
By Bucciero
William J. Bucciero (Date)
Assistant County Attorney

Digitally signed by William J. Bucciero
Date: 2024.06.05 10:56:32 -04'00'

NATHANIEL A.
By KLITSBERG
Nathaniel Klitsberg (Date)
Transportation Surtax General Counsel

Digitally signed by
NATHANIEL A. KLITSBERG
Date: 2024.06.05 11:22:29
-04'00'

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

CITY

City of Pembroke Pines

By: Charles F. Dodge

Name: Charles F. Dodge
Title: City manager

3 day of June 2024

ATTEST:

Marlene D. Graham 6/4/2024
MARLENE D. GRAHAM, CITY CLERK
CITY OF PEMBROKE PINES

Approved as to form:

(CORPORATE SEAL)

By: Julie Klehr

Name: _____
Title: 6/3/24

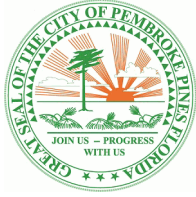
Exhibit "F"

City of Pembroke Pines

Fiscal Year 2021 2024

Community Bus Service - (~~\$20.21/Hour~~ \$32.33/Hour)

Buses	Route	Service	Span of Service	Frequency	Total Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Green	Mon-Sat	7:45a-7:55p	60 min	24.75	305	\$20.21 <u>32.33</u>	\$220,498.99 <u>244,051.09</u>
2	Gold - East	Mon-Sat	7:00a-7:03p	45 min	23.63	305	\$20.21 <u>32.33</u>	\$210,520.85 <u>233,007.16</u>
1	Gold - West	Mon-Sat	7:30a-7:21p	60 min	12.35	305	\$20.21 <u>32.33</u>	\$110,026.77 <u>121,779.03</u>
1	Blue - East	Tue/Wed/Fri	9:00a-3:25p	70 min	6.52	157	\$20.21 <u>32.33</u>	\$20,900.52 <u>33,094.28</u>
1	Blue - West	Tue/Wed/Fri	8:00a-3:15p	70 min	7.85	157	\$20.21 <u>32.33</u>	\$35,999.86 <u>39,845.11</u>
Total Annual Funding								\$606,946.99 <u>671,776.66</u>
Decrease <u>Increase</u> Annual Cost to Amendment								(\$159,165.15) <u>\$64,829.76</u>



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 3.

File ID: 24-0196

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/29/2024

Short Title: CBS Second Amendment

Final Action: 03/20/2024

Title: MOTION TO APPROVE SECOND AMENDMENT (A2) TO THE INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE BETWEEN BROWARD COUNTY AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER TO INCREASE THE ANNUAL FUNDING TO \$671,776.66 RETROACTIVE TO OCTOBER 1, 2023.

***Agenda Date:** 03/20/2024

Internal Notes:

Attachments: 1. Pembroke Pines Community Bus Interlocal Agreement, 2. Pembroke Pines Community Bus First Amendment, 3. CONTRACT RENEWAL 2022 – Contract#_ TR2120193A1_12 - Community Shuttle Interlocal A, 4. CONTRACT RENEWAL 2023 – Contract#_ TR2120193A1_12 - Community Shuttle Interlocal A, 5. Pembroke Pines Community Bus Second Amendment

Related Files:

1 City Commission 03/20/2024 approve Pass
Action Text: A motion was made to approve on the Consent Agenda
Aye: - 5 Ortis, Siple, Commissioner Schwartz, Mayor Castillo, and Good Jr.
Nay: - 0

MOTION TO APPROVE SECOND AMENDMENT (A2) TO THE INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE BETWEEN BROWARD COUNTY AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER TO INCREASE THE ANNUAL FUNDING TO \$671,776.66 RETROACTIVE TO OCTOBER 1, 2023.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 2, 2019, with Agenda Item#19-1040, the current Interlocal Agreement for Community Bus Service was approved for a total amount of \$766,112.14.

2. On September 1, 2021, with Agenda Item#21-0740, the first amendment (A1) to the Interlocal Agreement representing a revenue decrease in the amount of \$159,165.15 for a total annual amount of \$606,946.99 was approved. As referenced in exhibit "F" these rates were retroactive to October 1, 2020.
3. On June 11, 2022, an automated email (MARS - Master Agreement Renewal System) confirmed the renewal would be in effect on 9/20/2022 with 2 renewals remaining.
4. On June 11, 2023, an automated email (MARS - Master Agreement Renewal System) confirmed the renewal would be in effect on 9/20/2023 with 1 renewal remaining.
5. On February 29, 2024, with Agenda Item# 24-0196, the second amendment is being presented to City Commission increasing funding per vehicle hour from \$29.21 to \$32.33 for a total annual amount of \$671,776,.66. The rates in Exhibit "F" are hereby amended as indicated in the attached exhibit F retroactive to October 1, 2023.
6. The Community Bus Service supplements the public transportation provided by the County to service a greater number of people traveling within the City.
7. Staff recommends City Commission approve the Second Amendment (A2) to the Interlocal Agreement for Community Bus Service between Broward County and the City of Pembroke Pines/Southwest Focal Point Senior Center to increase the annual funding to \$671,776.66 retroactive to October 1, 2023.

FINANCIAL IMPACT DETAIL:

- a) **Initial Cost:** The adopted FY2024 transfer from the Road & Bridge Fund is \$304,333, this funding increase (\$64,829.76) reduces the amount needed to be transferred to \$239,503.24.
- b) **Amount budgeted for this item in Account No:** 128-000-8004-337410-0000-000-0000 Broward County Transit Grant (Gold & Green Routes) and 128-000-8004-337410-000-000-0000-00042 (Blue Route).
- c) **Source of funding for difference, if not fully budgeted:** Road & Bridge Fund
- d) **5 year projection of the operational cost of the project:** Not Applicable
- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

Rojas, Dominique

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

This sender is trusted.

Dear **Vendor:**

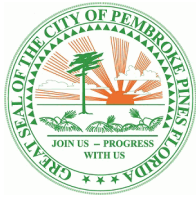
This email is to inform you that contract No. **TR2120193A1_12** for **Community Shuttle Interlocal A** will be renewed on **09/20/2023** and **1 renewal(s)** remains.

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

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

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

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



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 11.

File ID: 23-0052

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 01/23/2023

Short Title: Contracts Database Report - June 7th, 2023

Final Action: 06/07/2023

Title: **MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) MSL, P.A. - Commission Auditor - Renewal

(B) Broward County - Community Shuttle Service - Renewal

(C) Marlin Engineering, Inc - Traffic Engineering - Renewal

(D) R.J. Behar & Company, Inc. - Civil Engineering, Development Review
Committee
(DRC) Engineering Permit Review and Inspection Related Services -
Renewal

(E) Hawkins Water Treatment Group, Inc. - Purchase of Ammonia Sulfate
40% - Renewal

**ITEMS (F) AND (G) WILL EXPIRE WITH NO RENEWAL TERMS
AVAILABLE, THEREFORE, NO COMMISSION ACTION IS REQUIRED
AS THEY ARE PRESENTED FOR NOTIFICATION PURPOSES ONLY
PURSUANT TO SECTION 35.29 (F) OF THE CITY'S PROCUREMENT
CODE:**

(F) The McClatchy Company, LLC - Printing of Newspapers - Non-Renewal

(G) The McClatchy Company, LLC - Direct Mail Advertising Agreement -
Non-Renewal

***Agenda Date:** 06/07/2023

Agenda Number: 11.

Internal Notes:

Attachments: 1. Contracts Database Report - June 7th, 2023, 2. A. MSL, P.A. - Commission Auditor Agreement (all backup), 3. B. Broward County - Community Shuttle Service (all backup), 4. C. Marlin Engineering-Traffic Engineering (all backup), 5. D. R J BEHAR COMPANY INC - PSEN-19-07 - Professional Services (all backup), 6. E. Hawkins Water Treatment Group - Purchase of Amonia Sulfate 40% (all backup), 7. F. McClatchy Company - Printing of Newspapers (AB), 8. G. McClatchy Company, LLC - Direct Mail Advertising (AB)

1	City Commission	06/07/2023	approve	Pass
	Action Text: A motion was made to approve on the Consent Agenda			
		Aye: - 5	Mayor Ortis, Vice Mayor Siple, Commissioner Schwartz, Commissioner Good Jr., and Commissioner Castillo	
		Nay: - 0		

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) MSL, P.A. - Commission Auditor - Renewal

1. On June 12th, 2016 the City Commission approved to enter into a new agreement with Moore Stephens Lovelace, P.A. for a seven (7) year term to perform commission auditor services for the City Commission, in accordance with the requirements set forth in Section 218.391, Florida Statutes, and Section 4.13 of the City's Code of Ordinance.
2. On July 12th, 2016, the City and Moore Stephens Lovelace, P.A. ("Commission Auditor") entered into a Professional Services Agreement for a seven (7) year period which will expire on August 2nd, 2023, with no renewal options.
3. On October 7th, 2020, the parties executed the First Amendment to change the Commission Auditor's corporate name to MSL, P.A.
4. MSL, P.A. is requesting for the City Commission to allow the Agreement to be amended to extend the term for an additional seven (7) year term and to allow for additional renewals upon mutual written consent.
5. Request Commission approve the Second Amendment to extend the term of the Original

Agreement, as amended, for a seven (7) year period commencing on August 3rd, 2023 and expiring on July 31st, 2030, and to allow the Agreement to be renewed for additional terms upon mutual written consent of the parties.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$1,750,000 (\$250,000 Annually, comprised of an annual Audit Plan fee of \$22,500.00, leaving approximately \$227,500.00 to execute the annual audit plan, as approved by Commission on an annual basis).

b) Amount budgeted for this item in Account No: 001-511-0100-534990-0000-000-0000
- Other Svc

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5-year projection of the operational cost of the project:

	FY 2023-24		FY 2024-25		FY 2025-26		FY 2026-27		FY 2027-28	
Revenues	\$.00	\$.00	\$.00	\$.00	\$.00	\$.00				
Expenditures	\$250,000.00		\$250,000.00		\$250,000.00		\$250,000.00		\$250,000.00	
Net Cost	\$250,000.00		\$250,000.00		\$250,000.00		\$250,000.00		\$250,000.00	

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(B) Broward County - Community Shuttle Service - Renewal

1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial two (2) year period, commencing on October 1, 2019, and expiring on September 30, 2022.

2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.

3. Section 5.1 of the Original Agreement authorizes renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.

4. On August 3, 2022, the City Commission approved the first, one (1) year renewal term which will expire on September 30, 2023.

5. Broward County has provided confirmation of renewal for the term from October 1, 2023, to September 30, 2024.

6. The Community Services Department recommends that the City Commission approve renewal of the Agreement for the second, one (1) year renewal term commencing on October 1, 2023, and expiring on September 30, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Transfer from Road & Bridge Fund:

\$274,925 128-000-8004-381100-0000-000-0000

\$ 29,408 128-000-8004-381100-0000-000-0000-00042

\$304,333 TOTAL

b) Amount budgeted for this item in Account No:

\$541,047 Gold & Green Routes 128-000-8004-337410-0000-000-0000 BCT Grant

\$ 65,900 Blue Route 128-000-8004-337410-0000-000-0000-00042 BCT Grant

\$606,947 Total Revenue

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 1-year projection of the operational cost of the project:

	Current FY
Revenues	\$606,947.00
Expenditures	\$911,280.00
Net Cost	\$304,333.00

e) Detail of additional staff requirements: Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable.

(C) Marlin Engineering, Inc-Traffic Engineering-Renewal

1. On August 5, 2020, the City Commission approved for the City to enter into a Continuing Professional Agreement with Marlin Engineering, Inc. for an initial three (3) year period, which will naturally expire on August 4, 2023.

2. Marlin Engineering, Inc. provides engineering review of traffic issues associated with new and modified projects for the Development Review Committee and performs traffic engineering reviews of projects submitted for permitting and miscellaneous traffic projects.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2), additional, one (1) year renewal terms upon mutual consent, evidenced by a written Amendment.

4. The Engineering Department recommends that the City Commission approve this First Amendment for the first, one (1) year renewal term which shall commence on August 5, 2023 and shall naturally expire on August 4, 2024, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Renewal Cost:** \$85,000 (Per Year)

b) **Amount budgeted for this item in Account No:** 001-519-6006-531100-0000-000-0000

c) **Source of funding for difference, if not fully budgeted:** Not Applicable.

d) **1-year projection of the operational cost of the project**

	Contract Yr. 1
Revenues	\$0.00
Expenditures	\$85,000.00
Net Cost	\$85,000.00

e) **Detail of additional staff requirements:** Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(D) R.J. Behar & Company, Inc. - Civil Engineering, Development Review Committee (DRC) Engineering Permit Review and Inspection Related Services - Renewal

1. On August 5th, 2020, the City entered into an Agreement with R.J. Behar & Company, Inc. for an initial three (3) year period which will expire on August 12th, 2023.

2. The City contracts R.J. Behar & Company, Inc. to provide Civil Engineering, Development Review (DRC), engineering permit review and inspection related services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement, in writing by the parties, for two (2) additional, one (1) year renewal terms.

4. The Engineering Department recommends that the City Commission approve this First Amendment for the first, one (1) year renewal term commencing on August 13th, 2023 and expiring on August 12th, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$85,000.00 (Per Contract Year)
- b) **Amount budgeted for this item in Account No:** 001-519-6006-531100-0000-000-0000
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable
- d) **1-year projection of the operational cost of the project:**

	FY 2022-23	FY 2023-24
Revenues	\$0.00	\$0.00
Expenditures	\$7,083.00	\$77,917.00
Net Cost	\$7,083.00	\$77,917.00

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(E) Hawkins Water Treatment Group, Inc. - Purchase of Ammonia Sulfate 40% - Renewal

- 1. On March 23, 2022, the City entered into an Agreement with Hawkins Water Treatment Group, Inc. for an initial one (1) year period, which expired on March 22, 2023.
- 2. Hawkins Water Treatment Group, Inc. provides ammonia sulfate 40% for the City's Water Treatment Plant.
- 3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.
- 4. On March 28, 2023, the Parties entered into the First Amendment to the Original

Agreement, to extend the term for an additional ninety (90) days, which expires on June 21, 2023.

5. The Utilities Department recommends that the City Commission approve this Second Amendment to increase the total annual compensation from \$22,750.00 to \$33,250.00 effective June 21, 2023, and to extend the term for an additional period which shall commence on June 22, 2023 and naturally expire on June 21, 2024, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Cost:** \$33,250.00 (7,000 estimated gallons x \$4.75/gal)
- b) **Amount budgeted for this item in Account No:**
471-533-6031-552430-0000-000-0000- (Operating chemicals)
- c) **Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) **2 year projection of the operational cost of the project**

	Current FY	Year 2
Revenues	\$0.00	\$0.00
Expenditures	\$8,312.50	\$24,937.50
Net Cost	\$8,312.50	\$24,937.50

- e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable.
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(F) The McClatchy Company, LLC - Printing of Newspapers - Non-Renewal

1. On August 31, 2015, the City entered into an agreement with the McClatchy Company, LLC. for an initial two (2) year period, which expired on August 30, 2017.
2. McClatchy Company, LLC. provides the City's Media Division with the printing of the Pembroke Pines City Connect publication.
3. On August 30, 2017, the City executed the First Amendment to the Original Agreement, to increase the annual compensation from \$20,466.00 to \$25,734.00 and to renew the term for an additional one (1) year period, which expired on August 30, 2018.

4. On August 30, 2018, the City executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional one (1) year period, which expired on September 30, 2019.
5. On September 5, 2019, the City executed the Third Amendment to the Original Agreement, as amended, to decrease the annual compensation to \$24,876.00 and to renew the term for an additional two (2) year period, which expired on September 30, 2021.
6. On August 8, 2021, the City executed the Fourth Amendment to the Original Agreement, as amended, to increase the annual compensation to \$274,240.00 and to renew the term for an additional two (2) year period which expires on September 30, 2023.
7. On February 2, 2022, the City executed the Fifth Amendment to the Original Agreement, as amended, to increase the annual compensation to \$29,028.00.
8. On January 18, 2023, the City executed the Sixth Amendment to the Original Agreement, as amended, to increase total annual compensation to \$31,290.00.
9. The City's Media Division will not renew the agreement for additional periods and has commenced a new procurement process to secure these services.

(G) The McClatchy Company, LLC - Direct Mail Advertising Agreement - Non-Renewal

1. On August 24, 2015, the City entered into an agreement with the McClatchy Company, LLC. for an initial two (2) year period, which expired on August 23, 2017.
2. McClatchy Company, LLC. provides the City's Media Division with the distribution of the City Connect newspaper to the residents and businesses throughout the City of Pembroke Pines.
3. On September 14, 2017, the City executed the First Amendment to the Original Agreement, to increase the annual compensation from \$13,061.58 to \$13,688.40 and to renew the term for an additional two (2) year period, which expired on August 23, 2019.
4. On October 10, 2019, the City executed the Second Amendment to the Original Agreement, as amended, to renew the term for an additional two (2) year period, which expired on September 30, 2021.
5. On August 25, 2021, the City executed the Third Amendment to the Original Agreement, as amended, to increase the annual compensation to \$14,349.66 and to renew the term for an additional two (2) year period, which expired on September 30, 2023.
6. On March 30, 2022, the City executed the Fourth Amendment to the Original Agreement, as amended, to add an annual map and address filing fee of \$1,591.70 increasing the annual compensation to \$15,941.36.

7. On October 24, 2022, the City executed the Fifth Amendment to the Original Agreement, as amended, to increase the annual compensation to \$22,824.62 effective October 1, 2022.
8. On February 2, 2023, the City executed the Sixth Amendment to the Original Agreement, as amended, to increase total annual compensation to \$29,967.14 effective January 6, 2023.
9. The City's Media Division will not renew the agreement for additional periods and has commenced a new procurement process to secure these services.

Rojas, Dominique

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

Dear **Vendor**:

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

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

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

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

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



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: ADD-1

File ID: 22-0138

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 02/22/2022

Short Title: Contracts Database Report - August 3rd, 2022

Final Action: 08/03/2022

**Title: MOTION TO APPROVE THE DEPARTMENT RECOMMENDATIONS
FOR THE FOLLOWING ITEMS LISTED ON THE CONTRACTS
DATABASE REPORT:**

(A) Broward County - Community Shuttle Service - Renewal

(B) Broward County - Lease of Real Property for 911 Emergency Dispatch
Center - Renewal

(C) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting
Systems - Renewal

(D) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and
Software Subscriptions & Maintenance - Renewal

(E) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services
for Utilities Department - Renewal

(F) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

**ITEM (G) WILL EXPIRE WITH NO RENEWAL TERMS AVAILABLE,
THEREFORE, NO COMMISSION ACTION IS REQUIRED AS IT IS
PRESENTED FOR NOTIFICATION PURPOSES ONLY PURSUANT TO
SECTION 35.29 (F) OF THE CITY'S PROCUREMENT CODE:**

(G) The School Board of Washington County, Florida, Panhandle Area
Education Consortium ("PAEC") - Professional Development Plan for
Teachers - Non-Renewal

***Agenda Date:** 08/03/2022

Agenda Number: ADD-1

Internal Notes:

Attachments: 1. Contract Database Report - August 3rd, 2022, 2. A. Broward County - Community Shuttle Service - all back-up, 3. B. Broward County - Lease of Real Property for a 911 Dispatch Center - all back-up, 4. C. Keylite Power & Lighting Corp - Station Alerting System Service Agreement - All Backup, 5. D. Vigilant Solutions LLC - ESA & IDP (all back-up), 6. E. Hillers Electrical Engineering - Power Electrical Engineering CCNA AB, 7. F. Polydyne - Purchase of CLARIFOLIC A3333P Polymer ALL Backup, 8. G. 2021-22 PAEC.FSU Pembroke Pines resolution (all back-up)

1	City Commission	08/03/2022	approve	Pass
	Action Text:	A motion was made to approve on the Consent Agenda. Vice Mayor Schwartz commented on Section (B) of ADD-1 pertaining to the lease with Broward County on the 911 contract. The item was not pulled for discussion.		
		Aye: - 5	Mayor Ortis, Vice Mayor Schwartz, Commissioner Good Jr., Commissioner Castillo, and Commissioner Siple	
		Nay: - 0		

SUMMARY EXPLANATION AND BACKGROUND:

1. Pursuant to Section 35.29(F) "City Commission notification" of the City's Code of Ordinances, "The City Manager, or his or her designee, shall notify the Commission, in writing, at least three months in advance of the expiration, renewal, automatic renewal or extension date, and shall provide a copy of the contract or agreement and a vendor performance report card for the contract or agreement to the City Commission."
2. On May 17, 2017, Commission approved the motion to place all contracts from the Contract Database Reports on consent agendas as they come up for contractual term renewal so that City Commission affirms directions to administration whether to renew or to go out to bid.
3. The Agreements shown below are listed on the Contracts Database Reports for renewal.

(A) Broward County - Community Shuttle Service - Renewal

1. On October 2, 2019, the City Commission approved for the City to enter into an Agreement with Broward County for an initial two (2) year period, commencing on October 1, 2019, and expiring on September 30, 2022.
2. Broward County Transit Division supplements the mass transit county system and provides funding and community bus transportation to the residents of Pembroke Pines. The service includes the blue, gold, and green routes.
3. Section 5.1 of the Original Agreement authorizes renewal of the Original Agreement for two (2) additional one (1) year periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration of the current term.
4. Broward County has provided confirmation of renewal for the term from October 1, 2022, to September 30, 2023.

5. The Community Services Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve renewal of the Agreement for the first, one (1) year renewal term commencing on October 1, 2022, and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: Transfer from Road & Bridge Fund:

\$316,465 128-000-8004-381100-0000-000-0000

\$ 22,086 128-000-8004-381100-0000-000-0000-00042

\$338,551 TOTAL

b) Amount budgeted for this item in Account No:

\$541,047 Gold & Green Routes 128-000-8004-337410-0000-000-0000 BCT Grant

\$ 65,900 Blue Route 128-000-337410-0000-000-0000-00042 BCT Grant

\$606,947 Total Revenue

c) Source of funding for difference, if not fully budgeted: Road & Bridge Accounts

128-8004-381100-0000-000-0000 (Gold & Green Routes) and

128-000-8004-381100-0000-000-0000-00042 (Blue Route).

d) 1 year projection of the operational cost of the project:

	FY 2022-23
Revenues	\$606,947.00
Expenditures	\$945,498.00
Net Cost	\$338,551.00

e) Detail of additional staff requirements: Not Applicable.

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable.

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(B) Broward County - Lease of Real Property for 911 Emergency Dispatch Center (PSAP) - Renewal

1. On October 15, 2013, the City entered into an Agreement with Broward County for an initial five (5) year period, which expired on September 30, 2018.

2. Broward County leases approximately 5,347 square feet of real property for use as a 911 Emergency Dispatch Center (A/K/A Public Safety Answer Point "PSAP").

3. Section 1 of the Original Agreement authorizes extension of the Lease for up to five (5) successive renewal terms of five (5) years each, for up to a total of twenty-five (25) additional years.
4. On March 7, 2018, the Parties entered into the first, five (5) year renewal term, extending the Agreement to September 30, 2023.
5. The Fire Department and City Administration are satisfied with the performance and execution of the Original Agreement, as amended, and recommend that the City Commission approve renewal of the lease for the second, five (5) year renewal term commencing on October 1, 2023, and expiring on September 30, 2028, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) **Renewal Revenue:** \$693,596.92
- b) **Amount budgeted for this item in Account No:** 001-000-6001-362030-0000-000-0000
Rental City Facilities (Revenue)
- c) **Source of funding for difference, if not fully budgeted:** "Not Applicable"
- d) **5-year projection of the operational cost of the project:**

	FY 2023-24	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28
Revenues	\$133,280.47	\$135,946.08	\$138,665.00	\$141,438.30	\$144,267.07
Expenditures	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Net Revenue	\$133,280.47	\$135,946.08	\$138,665.00	\$141,438.30	\$144,267.07

- e) **Detail of additional staff requirements:** "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

- a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** "Not Applicable"
- b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** "Not Applicable"

(C) Keylite Power & Lighting Corp - Maintenance of Fire Station Alerting Systems - Renewal

1. On May 1, 2018, the City entered into a Service Agreement with Keylite Power & Lighting Corp. for an initial one (1) year period, commencing on May 1, 2018, and expiring on April 30, 2019.

2. Keylite Power and Lighting Corp. is the sole source supplier and service company for the G2 Fire Station Alerting system that was installed in all of City's Fire Stations in 2019. Keylite Power and Lighting Corp. provides the Fire Department with twenty-four hour service to the alerting systems for emergency call outs and repairs.

3. Section 10 of the Original Agreement authorizes the renewal of the Original Agreement for four (4) additional one (1) year periods upon mutual consent, evidenced by written Amendment.

4. On May 1, 2019, the Parties executed the First Amendment to the Original Agreement to extend the term thereof for one (1) year, commencing on May 1, 2019, and expiring on April 30, 2020.

5. On February 5, 2020, the Parties executed the Second Amendment to the Original Agreement to align the term with the City's fiscal year, extending the renewal period to September 30, 2021.

6. On June 16, 2021, the Parties executed the Third Amendment to the Original Agreement to extend the term thereof which will expire on September 30, 2022.

7. The Fire Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Fourth Amendment to extend the Agreement for an additional one (1) year term commencing on October 1, 2022, and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$42,654.68

b) **Amount budgeted for this item in Account No:** 001-529-4003-534995-0000-000-0000 (Other Svc - IT)

c) **Source of funding for difference, if not fully budgeted:** "Not Applicable."

d) **1 year projection of the operational cost of the project:**

	FY 2022-23
Revenues	\$.00
Expenditures	\$42,654.68
Net Cost	\$42,654.68

e) **Detail of additional staff requirements:** "Not Applicable"

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** "Not Applicable."

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? "Not Applicable."

(D) Vigilant Solutions, Inc. - ESA - License Plate Reader - Annual Hosting and Software Subscriptions & Maintenance - Renewal

1. On November 16, 2015, the City entered into an Enterprise Service Agreement with Vigilant Solutions for an initial one (1) year period, commencing on January 16, 2016 and expiring on January 16, 2018.
2. The City of Pembroke Pines Police Department utilizes Vigilant Solutions to provide software licenses for their license plate reader database, systems, and associated cameras.
3. Section III.A of the Original Agreement authorizes the extension of the Original Agreement for additional one (1) year Service Periods.
4. The Original Agreement has been extended six (6) times, with the Sixth Amendment extending the term to September 30, 2022.
5. The Police Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Seventh Amendment for the one (1) year renewal term commencing on October 1, 2022, and expiring on September 30, 2023, as allowed by the Agreement.

FINANCIAL IMPACT DETAIL:

- a) Renewal Cost:** \$53,560.00
- b) Amount budgeted for this item in Account No:** \$19,500 in
001-521-3001-546800-0000-000-0000: Maintenance Contracts; \$34,060 in
001-521-3001-534990-0000-000-0000: Other Svc.
- c) Source of funding for difference, if not fully budgeted:** Not Applicable.
- d) 1 year projection of the operational cost of the project:**

	FY 2022-23
Revenues	\$.00
Expenditures	\$53,560.00
Net Cost	\$53,560.00

- e) Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) **Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service?** Not Applicable

b) **If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service?** Not Applicable

(E) Hillers Electrical Engineering, Inc. - Power Electric Engineering Services for Utilities Department - Renewal

1. On November 13, 2019, the City entered into an Agreement with Hillers Electrical Engineering, Inc. for an initial three (3) year period, which expires on November 12, 2022.

2. Hiller Electrical Engineering, Inc. provides the City's Utilities Department with electrical engineering services.

3. Section 3.2 of the Original Agreement authorizes the renewal of the Original Agreement for two (2) additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments extending the term thereof.

4. On December 9, 2021, the Parties executed the First Amendment to the Original Agreement to revise the total compensation amount from \$225,000 annually for the three (3) year term to \$675,000 total for the initial term of the Agreement.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement, as amended, and recommends that the City Commission approve this Second Amendment to revise the compensation amount to \$225,000.00 annually and to renew the term for one (1) year which shall commence on November 13, 2022 and naturally expire on November 12, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) **Initial Cost:** \$225,000.00

b) **Amount budgeted for this item in Account No:** \$225,000.00 available in accounts:

\$12,500.00 available in account No. 471-533-6031-531100-0000-000-0000

\$65,000.00 available in account No. 471-535-6021-531100-0000-000-0000

\$47,500.00 available in account No. 471-535-6022-531100-0000-000-0000

c) **Source of funding for difference, if not fully budgeted:** Not Applicable

d) **1 year projection of the operational cost of the**

	FY 2022-2023
Revenues	\$.00
Expenditures	\$225,000.00
Net Cost	\$225,000.00

e) **Detail of additional staff requirements:** Not Applicable

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(F) Polydyne, Inc. - Purchase of CLARIFLOC A-3333P Polymer - Renewal

1. On November 13, 2019, the City entered into an Agreement with Polydyne, Inc. for an initial ten (10) months period, which expired on September 30, 2020.

2. Polydyne, Inc. provides the City's Utilities Department with CLARIFLOC A-3333P Polymer for the Water Treatment Plant.

3. Section 4.2 of the Original Agreement authorizes the renewal of the Original Agreement for additional one (1) year renewal terms upon mutual consent, evidenced by written Amendments, extending the term thereof.

4. To date, the Original Agreement has had two (2) amendments, which extended the term to September 30, 2022.

5. The Utilities Department is satisfied with the performance and execution of the Original Agreement and recommends that the City Commission approve this Third Amendment to increase the total annual compensation from \$29,930.00 to \$33,000.00 based on an estimated usage of 20,000 pounds at a rate of \$1.65 and to renew the term for an additional one (1) year renewal term which shall commence on October 1, 2022, and naturally expire on September 30, 2023, as allowed by the agreement.

FINANCIAL IMPACT DETAIL:

a) Renewal Cost: \$33,000.00 (20,000 lbs(pounds) x \$1.65 per pound)

b) Amount budgeted for this item in Account No: A B.A. will be requested upon Commission's Approval for the amount of \$33,000.00 From the Account "Operating Chemicals #471-533-6031-552430-0000-000-0000-

c) Source of funding for difference, if not fully budgeted: N/A

d) 1 year projection of the operational cost of the project:

	FY2022-2023
Revenues	\$.00
Expenditures	\$33,000.00

Net Cost \$33,000.00

e) Detail of additional staff requirements: N/A

FEASIBILITY REVIEW:

A feasibility review is required for the award, renewal and/or expiration of all function sourcing contracts. This analysis is to determine the financial effectiveness of function sourcing services.

a) Was a Feasibility Review/Cost Analysis of Out-Sourcing vs. In-House Labor Conducted for this service? Not Applicable

b) If Yes, what is the total cost or total savings of utilizing Out-Sourcing vs. In-House Labor for this service? Not Applicable

(G) The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") - Professional Development Plan for Teachers - Non-Renewal

1. On July 3, 2020, the City entered into an Agreement with The School Board of Washington County, Florida, Panhandle Area Education Consortium ("PAEC") for an initial one (1) year period, commencing July 1, 2020, and expiring June 30, 2021.
2. The Pembroke Pines-Florida State University Charter Elementary School participates in the professional development plan for teachers through the Panhandle Area Educational Consortium (PAEC). This professional development plan allows teachers to participate in trainings, record in-service points for re-certification, and fulfill requirements for added endorsements. PAEC requires approval for all plans and contracts through the governing board of each school.
3. Section VI of the Original Agreement authorized the renewal of the Original Agreement for one (1) year and on August 17th, 2021, the Parties renewed the Agreement for an additional term which expired on June 30, 2022. The Agreement does not provide for further renewals.
4. The Schools are satisfied with the performance and execution of the Original Agreement and will present a new agreement for these services on August 3rd, 2022 Commission Meeting (File ID# 22-0545).

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

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

RECITALS

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

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

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

1. Except as expressly modified herein, all terms and conditions of the Agreement remain in full force and effect. Amendments made to the Agreement pursuant to this First Amendment are indicated herein by use of strikethroughs to indicate deletions and bold/underlining to indicate additions. Terms used herein but not defined herein shall have the meaning ascribed to such terms in the Agreement.
2. Exhibit D is hereby amended as indicated in the attached Exhibit D.
3. Exhibit F is hereby amended as indicated in the attached Exhibit F.
4. The rates in Exhibit F are hereby amended as indicated in the attached Exhibit F retroactive to October 1, 2020.
5. The effective date of this First Amendment shall be the date of complete execution by both Parties. This First Amendment, together with the Agreement, represents the final and complete understanding of the Parties regarding the subject matter of the items addressed herein, and together with the Agreement, supersedes all prior and contemporaneous negotiations and discussions regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this First Amendment or the Agreement that is not contained in this written document or the Agreement.

6. This First Amendment may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
7. Each individual executing this First Amendment on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this First Amendment, duly authorized by all necessary and appropriate action to execute this First Amendment on behalf of such party and does so with full legal authority.

(Remainder of Page Intentionally Left Blank)

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

COUNTY

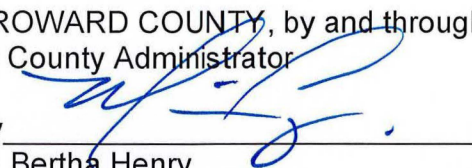
WITNESSES:


(Signature)

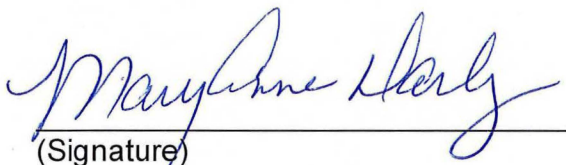
Ariel Walker

(Print Name of Witness)

BROWARD COUNTY, by and through
its County Administrator

By 
for Bertha Henry
County Administrator

24th day of September, 2021

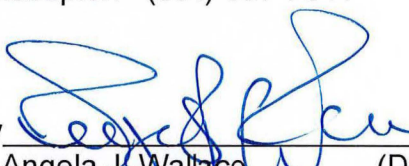

(Signature)

MARYANNE DARBY

(Print Name of Witness)

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



By  9/22/2021
Angela J. Wallace (Date)
Transportation Surtax General Counsel

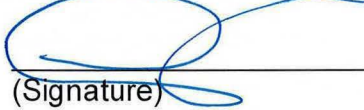
AJW/hb
City of Pembroke Pines Community Bus First Amendment
08/16/2021
#21-114.00

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

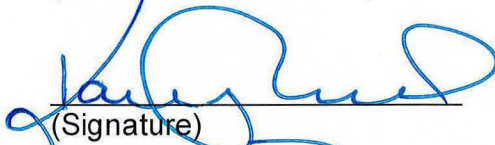
CITY

CITY OF PEMBROKE PINES

WITNESSES:


(Signature)

Michelle Dawson
(Print Name of Witness)


(Signature)

Karen Richards
(Print Name of Witness)

By Charles F. Dodge

13 day of Sept., 2021

Approved as to form:

By Samuel S. G... 7/9/21
City Attorney

EXHIBIT "D"

City of Pembroke Pines

Vehicles for Fiscal Year ~~2020~~ 2021

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1255	2012	Chevy-ElDorado—ENG-Aerotech-	16/2	311431	1GB6G5BL1C1160093
M1265	2013	Chevy-ElDorado—ENG-Aerotech-	16/2	312219	1GB6G5BL3C1179535
M1372	2013	Chevy-ElDorado—ENG-Aerotech-	16/2	316405	1GB6G5BL2D1122308
M1373	2013	Chevy-ElDorado—ENG-Aerotech-	16/2	316416	1GB6G5BL5D1124148
M1455	2015	Chevy-ElDorado—ENG-Aerotech-	16/2	316623	1GB6G5BL4F1131384
M1456	2015	Chevy-ElDorado—ENG-Aerotech-	16/2	316624	1GB6G5BL4F1129957
<u>M2000</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339600</u>	<u>1FDUF5GN0LED72018</u>
<u>M2001</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339601</u>	<u>1FDUF5GN9LED72020</u>
<u>M2002</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339606</u>	<u>1FDUF5GN5LEE97645</u>
<u>M2003</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339602</u>	<u>1FDUF5GN0LDA14939</u>
<u>M2004</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339603</u>	<u>1FDUF5GN5LDA14936</u>
<u>M2005</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339604</u>	<u>1FDUF5GN7LDA14940</u>
<u>M2006</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339605</u>	<u>1FDUF5GN9LDA14938</u>
<u>M2007</u>	<u>2021</u>	<u>Champion Defender</u>	<u>16/2</u>	<u>339607</u>	<u>1FDUF5GN3LEE90600</u>

EXHIBIT "F"
City of Pembroke Pines

Fiscal Year 2020 2021

Community Bus Service - (\$36.87/Hour <u>\$29.21/Hour</u>)								
Buses	Route	Service	Span of Service	Frequency	Total Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Green	Mon-Sat	7:45a-7:55p	60 min	24.75	305	\$36.87 <u>29.21</u>	\$278,322.41 <u>220,498.99</u>
2	Gold - East	Mon-Sat	7:00a-7:03p	45 min	23.63	305	\$36.87 <u>29.21</u>	\$265,727.62 <u>210,520.85</u>
1	Gold - West	Mon-Sat	7:30a-7:21p	60 min	12.35	305	\$36.87 <u>29.21</u>	\$138,880.07 <u>110,026.77</u>
1	Blue - East	Tue/Wed/Fri	9:00a-3:25p	70 min	6.52	157	\$36.87 <u>29.21</u>	\$37,741.61 <u>29,900.52</u>
1	Blue - West	Tue/Wed/Fri	8:00a-3:15p	70 min	7.85	157	\$36.87 <u>29.21</u>	\$45,440.43 <u>35,999.86</u>
Total Annual Funding								\$766,112.14 <u>606,946.99</u>
Decrease Annual Cost to Amendment								<u>(\$159,165.15)</u>



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 6.

File ID: 21-0740

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/23/2021

Short Title: CBS First Amendment

Final Action: 09/01/2021

Title: MOTION TO APPROVE FIRST AMENDMENT(A1) TO THE INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE BETWEEN BROWARD COUNTY AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022 EXTENDED FOR UP TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL.

***Agenda Date:** 09/01/2021

Agenda Number: 6.

Internal Notes:

Attachments: 1. Pembroke Pines Community Bus First Amendment.pdf

1 City Commission 09/01/2021 approve

Pass

Action Text: A motion was made to approve on the Consent Agenda

Aye: - 5 Mayor Ortis, Vice Mayor Good Jr., Commissioner Castillo,
Commissioner Siple, and Commissioner Schwartz
Nay: - 0

MOTION TO APPROVE FIRST AMENDMENT(A1) TO THE INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE BETWEEN BROWARD COUNTY AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022 EXTENDED FOR UP TWO (2) ADDITIONAL ONE (1) YEAR RENEWAL.

SUMMARY EXPLANATION AND BACKGROUND:

1. On October 2, 2019 with Agenda Item #19-1040 the current Interlocal Agreement for Community Bus Service was approved for a total amount of \$766,112.14.
2. The First Amendment (A1) to the Interlocal Agreement represents a Revenue decrease in the amount of \$159,165.15 for a total amount of \$606,946.99. Please refer to Exhibit "F", these rates are retroactive to October 1, 2020.

3. Exhibit D has been revised to provide current vehicle inventory.
3. The Community Bus Service supplements the public transportation provided by the County to service a greater number of people traveling within the City.
4. Requesting Commission approval.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: Transfer from Road & Bridge Fund: \$159,165.15 and transfer into the Community Bus Fund as follows:

\$141,883.49 128-000-8004-381100-0000-000-0000

\$ 17,281.66 128-000-8004-381100-0000-000-0000-00042

\$159,165.15 TOTAL

b) Amount budgeted for this item in Account No: 128-000-8004-337410-0000-000-0000
Broward County Transit Grant (Gold & Green Routes) and
128-000-8004-337410-0000-000-0000-00042 (Blue Route).

c) Source of funding for difference, if not fully budgeted:

d) 5 year projection of the operational cost of the project: Not Applicable

	Current FY	Year 2	Year 3	Year 4	Year 5
Revenues	\$606,946.99				
Expenditures	\$766,112.14				
Net Cost	\$159,165.15				

e) Detail of additional staff requirements: Not Applicable.

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

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

RECITALS

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

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

ARTICLE 1. DEFINITIONS

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

1.1 **ADA** means Americans with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.

- 1.2 **BCT** means the Broward County Transit Division.
- 1.3 **Board** means the Board of County Commissioners of Broward County, Florida.
- 1.4 **Community Shuttle Service** means the public transportation service described herein, including Emergency Transportation Service, provided hereunder by City through the use of its employees or a Subcontractor.
- 1.5 **Contract Administrator** means the Director of the County's Transportation Department, or Deputy Director of the Transportation Department, or such other person designated by same in writing.
- 1.6 **Emergency Transportation Service** means the transportation service scheduled at the direction of County during periods of adverse weather or other emergency conditions as determined by County including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.
- 1.7 **Revenue Service Hour** means the time when any Vehicle is available to the general public and there is an expectation of carrying Community Shuttle passengers. Revenue Service Hour includes layover/recovery time but excludes deadhead (travel time from the yard to start of the route and from the end of the route to the yard) and maintenance testing.
- 1.8 **Subcontractor** means an entity or individual providing services to County through City for all or any portion of the work under this Agreement. The term "Subcontractor" shall include all subconsultants.
- 1.9 **Vehicle(s)** means the wheelchair accessible, passenger Vehicle(s), as described in Exhibit D.

ARTICLE 2. SCOPE

CITY'S OBLIGATIONS

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

2.2 USE OF SUBCONTRACTOR. Community Shuttle Service may be performed by City through the use of its employees, or City may enter into a contract with a third party to perform the Community Shuttle Service. In the event City contracts with a third party, City shall remain fully responsible hereunder and shall ensure that its Subcontractor complies at all times with each and every term, condition, duty, and obligation imposed on City by this Agreement.

2.3 ADA. City shall at all times ensure that Community Shuttle Service is provided in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

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

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

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

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

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

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

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

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

2.5.2 City shall:

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

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

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

2.6.1 At least one (1) Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) business days prior to the date of the public hearing. The notice shall contain, at a minimum:

- (1) A description of the contemplated service or fare change, as appropriate;

- (2) The date, time, and accessible location of the hearing;
- (3) The location and addressee to whom written comments may be sent; and
- (4) Criteria for requesting available accommodations and alternative formats.

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

2.6.3 City shall provide County with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307 within seven (7) calendar days after the public hearing.

2.7 BUS STOPS. It shall be City's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Shuttle Service (a bus stop).

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

- (1) County will review bus stops prior to start of service for ADA compliance. If County determines a bus stop to be ADA non-compliant, it will be removed and not used until City makes stop ADA compliant.
- (2) "Flag Stops," nondesignated bus stop locations at which a Vehicle stops on signal to allow passengers to board or alight a vehicle, are not acceptable and will not be used to support Community Shuttle Service.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months after the commencement of Community Shuttle Service, City shall maintain a minimum average of 7.1 Passengers per Revenue Service Hour (PPRH) per route operated by City. City shall monitor trends relating to any reductions in PPRH and shall promptly notify County of possible conditions or remedies that are needed to address the reductions in passengers. It is understood and agreed between County and City that

City's failure to maintain a minimum average of 7.1 PPRH per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling County to terminate this Agreement and shall entitle County to pursue any and all other remedies provided under this Agreement and any remedies available to County at law or in equity. City shall return any and all funds paid in advance to City for services that were not performed prior to the date specified in any written notice of termination. City shall return the funds no later than thirty (30) calendar days after receipt by City of the notice of termination.

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

2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Shuttle Service as set forth in Exhibit A, City, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by County. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and, at County's discretion, County may require City to authorize the use of any Vehicle(s) leased to City herein by County or any other City that has an agreement with County for Community Shuttle Service. City shall not be entitled to any compensation for the use of any Vehicle(s) that is(are) utilized by another City as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.

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

2.10 EMERGENCY RESPONSE PLAN (ERP). City shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine or other restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators, and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to County thirty (30) days after the effective date of this Agreement.

2.11 ON-BOARD SURVEYS. City shall allow any on-board surveys and/or inspections as may be requested by County.

2.12 PUBLIC TRANSIT PROVIDER. City, as a contracted public transit provider, shall comply with the provisions of Florida law relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, Florida Administrative Code, titled "Equipment and Operational Safety Standards for Bus Transit Systems," as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

2.13.1 City shall be solely responsible for the operation of any Vehicle(s) in accordance with all federal, state, and local regulations which shall include, but not be limited to, the discharge of pollutants while operating, cleaning, fueling, and maintaining the Vehicle(s). City shall utilize every practicable safeguard to minimize the discharge of pollutants. City shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminants resulting from the Community Shuttle Service provided hereunder.

2.13.2 City shall be solely responsible to provide sufficient personnel, training, labor, and materials necessary to provide a high quality Community Shuttle Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Shuttle Service required herein throughout the term of this Agreement.

2.13.3 City shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.

2.13.4 City shall be responsible to maintain Community Shuttle Service as described in Exhibit A. Should there be a service disruption on any route, City shall have forty-five (45) minutes to restore normal service levels. If City fails to restore normal services levels as required, County will reduce the next applicable invoice to reflect the missed service.

2.13.5 City shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all Vehicle operators are properly licensed for the service which they are providing. City shall ensure that all Vehicle operators meet all requirements for performing Community Shuttle Service under federal, state, and local law, which shall include, but not be limited to, the requirements of Chapter 14-90.

2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.

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

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

2.13.8 City shall:

- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
- b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.
- e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
- f. Supervise Community Shuttle Service operations.
- g. Provide a means of direct communication between supervisors and Vehicle operators.
- h. Comply with and make appropriate personnel available for County's monitoring and audits.

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

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

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

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

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

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

*All time periods shall be rolling.

2.15.3 City shall provide current copies of the following records of all employees that operate the Vehicle(s) to County's Safety Manager or the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

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

2.15.4 City shall maintain, at all times, an up-to-date personnel file for each Vehicle operator, which shall include the verifications required in Section 2.15.3 above and the employee's vehicle operator's license number and expiration date. In addition, City shall maintain, at all times,

a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. City shall provide the Contract Administrator with each employee's name and driver's license number when the operator is hired and prior to the operator participating in any required Vehicle operator training.

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

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

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

- a. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. Section 794, prohibits discrimination on the basis of disability by recipients of federal financial assistance.
 - b. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
 - c. The United States Department of Transportation (DOT), Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.
- 2.17 DRUG AND ALCOHOL PROGRAM. City agrees to participate in County's drug and alcohol testing program, or establish and implement, subject to County review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, City agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Shuttle Service, and shall permit any authorized representative of the DOT or its operating administrations, the State Oversight Agency, or County, to inspect City's facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.
- 2.17.1 City agrees to comply with the provisions established in the Drug Free Workplace Act of 1988 and the Omnibus Transportation Act of 1991.
 - 2.17.2 City agrees to certify compliance with current Federal Transit Administration (FTA) regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, prior to the commencement of services under this Agreement and annually thereafter. A model format for certifying compliance is attached as Exhibit B.
 - 2.17.3 City agrees to prepare, maintain, and submit annual Drug & Alcohol Management Information System (DAMIS) reports summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the BCT Drug and Alcohol Program Manager by a date determined by the

Contract Administrator, but no later than February 15th of each year. Additionally, City shall provide quarterly reports to the BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit the BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. City shall maintain complete and accurate records of all Community Shuttle Services provided pursuant to this Agreement. City shall supply reports in compliance with the schedule and requirements set forth in Exhibit C and in any other format requested by County.

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

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

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

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

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

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

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

2.22 STANDARDS. City shall comply with the following:

- a. City, as a contracted public transit provider, shall comply with all applicable requirements of Chapter 14-90 of the Florida Administrative Code ("Chapter 14-90").
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that comply with the requirements set forth in Chapter 14-90. The SSPP and the SPP shall be provided to County prior to providing Community Shuttle Service.
- c. Permit inspections, and safety and security review by County and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than biannually on all Vehicles operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to law enforcement.
- f. Report to CTO all accidents or incidents, including passenger-related occurrences, and any non-routine events within twenty-four (24) hours via phone call and follow up with written notification via e-mail correspondence within seventy-two (72) hours to include a police report, if available, and/or City accident or incident report. If any accident or incident requires a passenger to be transported from the scene, immediately call the CTO.
- g. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and driver's and passenger's side mirrors and rearview mirrors are in good working order.
- h. Advertising, if allowed by County on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. Signs that encourage, advertise for, or otherwise solicit driver tips are strictly prohibited.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, and free from torn or damaged upholstery or floor coverings, or damaged or broken seats.

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

COUNTY'S OBLIGATIONS

2.23 DRIVER TRAINING. County shall provide operators hired by City or its Subcontractors who have a valid Florida commercial driver license with training in passenger relations, rules of the road, and transit system information. All Florida commercial driver licensed operators shall be required to attend and successfully complete County's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial driver licensed operators employed at any time during the term of this Agreement.

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

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

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

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

ARTICLE 3. VEHICLES

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

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

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

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

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

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

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

3.7 INSPECTIONS. County shall have the right to inspect, or cause to be inspected, the Vehicle(s). County may inspect the Vehicle(s) at any time, provided that such inspections shall not be scheduled in a manner that would have a detrimental impact on City's ability to perform Community Shuttle Service. Chapter 14-90 inspections are to be conducted twice per year at a minimum: once at the beginning of the calendar year and again halfway through the calendar year. Should extraordinary wear and tear and/or damage be identified by such inspections, County shall provide written notification to the

City regarding the repairs required to be performed on the Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by County to be unacceptable to provide service will be removed from service by City and all deficiencies corrected immediately. Failure by County to inspect or supply such written notification shall not imply County's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At County's request, City shall take the Vehicle(s) to a location designated by the Contract Administrator for inspection.

3.8 PRE-TRIP AND POST-TRIP INSPECTIONS. City shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit E. City shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Shuttle Service. City shall maintain onsite a written record of inspections of all Vehicles, which record shall be available to the Contract Administrator or his/her designee upon request.

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

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

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

3.10 MAINTENANCE AND REPAIR. City shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. City shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.

- 3.10.1 Any Vehicle that becomes inoperable must be repaired and back in Community Shuttle Service within ten (10) business days of becoming inoperable. If a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or due to the nature of the repair, City shall notify the Contract Administrator in writing and include the reason for the delay. City must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Shuttle Service for more than ten (10) business days.
- 3.10.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). City shall maintain the Vehicle(s) in compliance with BCT's and the manufacturer's standards for preventive maintenance. City shall develop a preventive maintenance schedule, which shall be approved by County prior to initiating Community Shuttle Service.
- 3.10.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by City. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. City shall receive written approval from the Contract Administrator before beginning any major maintenance and/or repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor exceeds Two Thousand Five Hundred Dollars (\$2,500.00).
- 3.10.4 City shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.10.5 City shall maintain any Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Shuttle Service in a manner so that any Vehicle(s) will accrue relatively equal mileage at any one time.

3.11 SIGNAGE AND ADVERTISING. All Vehicles shall display their assigned bus number in a minimum of four (4) inch numbers in the following locations:

- a. Above or beside the passenger entrance door(s);
 - b. On the exterior rear of the Vehicle;
 - c. On the exterior front of the Vehicle; and
 - d. On the interior of the Vehicle above the front windshield.
- 3.11.1 Vehicle(s) route identification information must contrast in color with the background color to which they are affixed.

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

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

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

3.15 INSTALLATION OF EQUIPMENT. County reserves the right to install equipment (hardware or software) determined necessary by County, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", automatic passenger counters ("APC Equipment"), and wireless fidelity (Wi-Fi Equipment) in Vehicle(s). This may be done at a County or City facility. City agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from County. If County installs any equipment in the Vehicle(s), Exhibit D shall be updated in an amendment that includes the equipment installed in the Vehicle(s).

3.15.1 Cost: The cost of AVL/MDC Equipment, APC Equipment, Wi-Fi Equipment, and installation of and training on the equipment shall be at County's expense. County shall be responsible for securing and paying for any recurring wireless (cellular), data, and voice service deemed necessary by County.

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

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

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

3.15.4 County shall pay for routine maintenance, provided, however, that City shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by County if maintenance is required by reason of:

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

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

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

- a. City shall keep the AVL/MDC Equipment, APC Equipment, and Wi-Fi Equipment free and clear of all claims, liens, and encumbrances. Any act of City purporting to create such a claim, lien, or encumbrance shall be void;
- b. City shall not use the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited;
- c. City shall not permit any physical alteration of the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;
- d. City shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment, APC Equipment, or Wi-Fi Equipment without the prior written consent of County;

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

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

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

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

3.16 DAMAGE TO AND RISK OF LOSS OF VEHICLE(S). City shall bear the entire risk of loss or damage to all Vehicles. Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Shuttle Service shall be the sole responsibility of City, and any and all damage shall be repaired at the sole cost and expense of City. City shall provide the Community Shuttle Service or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4. COMPLAINTS

4.1 County shall provide City with signs that include County's Customer Service Center contact information and inform customers that they can contact the center regarding questions, comments, or to request schedule information. City shall display the signs conspicuously on each Vehicle. City shall respond to complaints (excluding Title VI complaints, which will be handled by County as outlined in Article 10 of this Agreement) brought by persons or by County on its own initiative or otherwise. In the event that complaints regarding City's Community Shuttle Service are received by County's Customer Service Center, the Contract Administrator shall forward the complaint to City upon receipt.

4.1.1 Upon receipt of any complaint, from whatever source, City shall conduct the necessary investigation and respond in writing to each complainant. City shall forward the results of such investigation and the complaint resolution to the Contract Administrator within five (5) business days after completion of the investigation or resolution of the complaint, as applicable.

4.2 County shall provide City with County's formally adopted Title VI Notice and Complaint procedures. City shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. City shall display the Title VI Notice conspicuously on each Vehicle. If City receives any Title VI complaints, City shall forward the complaints to the Broward County Transit Division Compliance Manager.

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

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

ARTICLE 5. TERM AND TIME OF PERFORMANCE

5.1 The term of this Agreement shall begin retroactive to October 1, 2019, and shall end on September 30, 2022. The term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator at least ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

5.2 Community Shuttle Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6. FUNDING

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate of thirty-six dollars and eighty-seven cents (\$36.87) for Total Vehicle Hours, subject to the availability of Transportation Surtax funds. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

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

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

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

- 6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.
 - 6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.
 - 6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.
 - 6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.
 - 6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty (30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.
- 6.4 Payment shall be made to City at:

City of Pembroke Pines
601 City Center Way
Pembroke Pines, FL 33025

ARTICLE 7. INSURANCE

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

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

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

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

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

ARTICLE 8. TERMINATION

8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) business days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in the written notice provided by County, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances if the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If County erroneously, improperly, or

unjustifiably terminates for cause, such termination shall be deemed a termination for convenience and shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

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

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

8.2.2 City's failure to maintain a minimum average of 7.1 Passengers Per Revenue Service Hour per Route during any rolling twelve (12) month period; or

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

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

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

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

ARTICLE 9. EEO COMPLIANCE

9.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

9.2 This Agreement is assisted by United States Department of Transportation ("DOT") funds. City and its Subcontractors shall comply with the non-discrimination requirements in 49 C.F.R. Part 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as County deems appropriate.

9.3 City shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. City shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by County, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, City shall take affirmative steps to prevent discrimination in employment against disabled persons.

9.4 By execution of this Agreement, City represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. County hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle County to terminate this Agreement and recover from City all monies paid by County pursuant to this Agreement and may result in debarment from County's competitive procurement activities.

ARTICLE 10. TITLE VI

10.1 By execution of this Agreement, City, as a subrecipient of FTA funding, shall ensure that Community Shuttle Service and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d et seq. ("Title VI") and 49 C.F.R. part 21. City shall provide information to the public regarding the Title VI Complaint Procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. City shall permit County to monitor City for Title VI compliance in accordance with the Title VI Program and shall take all actions that may be required to maintain compliance with Title VI. An updated and Board-approved Title VI Program must be submitted to County upon expiration.

10.2 Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal funding, City, without regard to race, color, or national origin, shall operate and plan for transit services so that: transit services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision making processes are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary. This Title VI Program for City, a subrecipient of County, was prepared in accordance with the requirements specified in the FTA, Circular 4702.1B, "Title VI

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

10.3 TITLE VI NOTICE AND COMPLAINT PROCEDURES. All subrecipients use County's adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger Vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as follows:

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

10.4 TITLE VI INVESTIGATIONS, COMPLAINTS, AND LAWSUITS. City has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with County procedures.

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

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

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

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

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

ARTICLE 11. MISCELLANEOUS

11.1 RIGHTS IN DOCUMENTS AND WORK. Any and all reports, photographs, surveys, and documents created by City in connection with performing Community Shuttle Service under this Agreement shall be owned by County and shall be deemed works for hire by City and its agents; in the event the Community Shuttle Service is determined not to be a work for hire, City hereby assigns all right, title, and interest, including any copyright or other intellectual property rights in or to the work, to County. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by City, whether finished or unfinished, shall become the property of County and shall be delivered by City to the Contract Administrator within seven (7) days after termination of this Agreement. Any compensation due to City may be withheld until all documents are received as provided in this Agreement. City shall ensure that the requirements of this section are included in all agreements with its Subcontractors.

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

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

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

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

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

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

11.3 AUDIT RIGHTS, AND RETENTION OF RECORDS. County shall have the right to audit the books, records, and accounts of City and its Subcontractors that are related to this Agreement. City and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement and performance under this Agreement. All such books, records, and accounts shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, City or its Subcontractors shall make same available in written form at no cost to City.

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

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

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

11.4 PUBLIC ENTITY CRIME ACT. City represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. City further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether City has been placed on the convicted vendor list.

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

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

11.7 THIRD-PARTY BENEFICIARIES. Neither City nor County intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

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

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

FOR COUNTY:

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

FOR CITY:

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

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

11.10 MATERIALITY AND WAIVER OF BREACH. Each requirement, duty, and obligation set forth in this Agreement was bargained for at arm's length and is agreed to by the Parties. Each requirement, duty, and obligation set forth in this Agreement is substantial and important to the formation of this Agreement, and each is, therefore, a material term of this Agreement. County's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement. To be effective, any waiver must be in writing signed by an authorized signatory of the Party.

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

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

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

11.14 INTERPRETATION. The titles and headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a section or article of this Agreement, such reference is to the section or article as a whole, including all of the subsections of such section, unless the reference is made to a particular subsection or subparagraph of such section or article. Any reference to "days" means calendar days, unless otherwise expressly stated.

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

11.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

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

11.19 PAYABLE INTEREST

11.19.1 Payment of Interest. County shall not be liable to pay any interest to City for any reason, whether as prejudgment interest or for any other

purpose, and in furtherance thereof City waives, rejects, disclaims, and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim arising from, related to, or in connection with this Agreement. This subsection shall not apply to any claim for interest, including for post judgment interest, if such application would be contrary to applicable law.

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

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

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

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

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

(The remainder of this page is intentionally left blank.)

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

COUNTY

WITNESSES:

By Susan Seherian
Print Name: SUSAN SEHERIAN

By Matthew Eaton
Print Name: MATTHEW EATON

BROWARD COUNTY, by and through
its County Administrator

By Bertha Henry
for Bertha Henry, County Administrator

28th day of October, 2019



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

By Angela J. Wallace 10/24/19
Deputy County Attorney (Date)

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

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

CITY

ATTEST:

Rep. City Clerk
Rep. City Clerk

(CORPORATE SEAL)



CITY OF *Pembroke Pines*

By: *Charles F. Dodge*
Charles, F. Dodge City Manager
8 day of *Nov* *October* 20 *19*.

APPROVED AS TO FORM:

By: *Julie Blahn* *10/7/19*
City Attorney

Exhibit A
Service Schedules, Routes & Maps

Information

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

954.450.6850

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

954.435.6579

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

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

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY
954.357.8302

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



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



**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
TRANSIT DIVISION**

An equal opportunity employer and
provider of services.

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

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

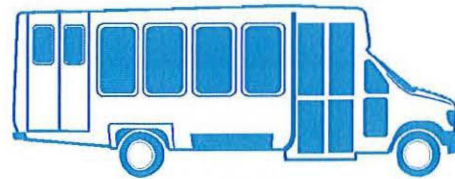
2,500 copies of this public document were promulgated at a gross cost of \$38.66 or \$0.015 per copy to inform the public about Broward County Transit (BCT) and the City of Pembroke Pines Bus routes. SD4363 • 9/17

CITY OF PEMBROKE PINES Blue East Route Blue West Route

BCT Route 726 East BCT Route 727 West

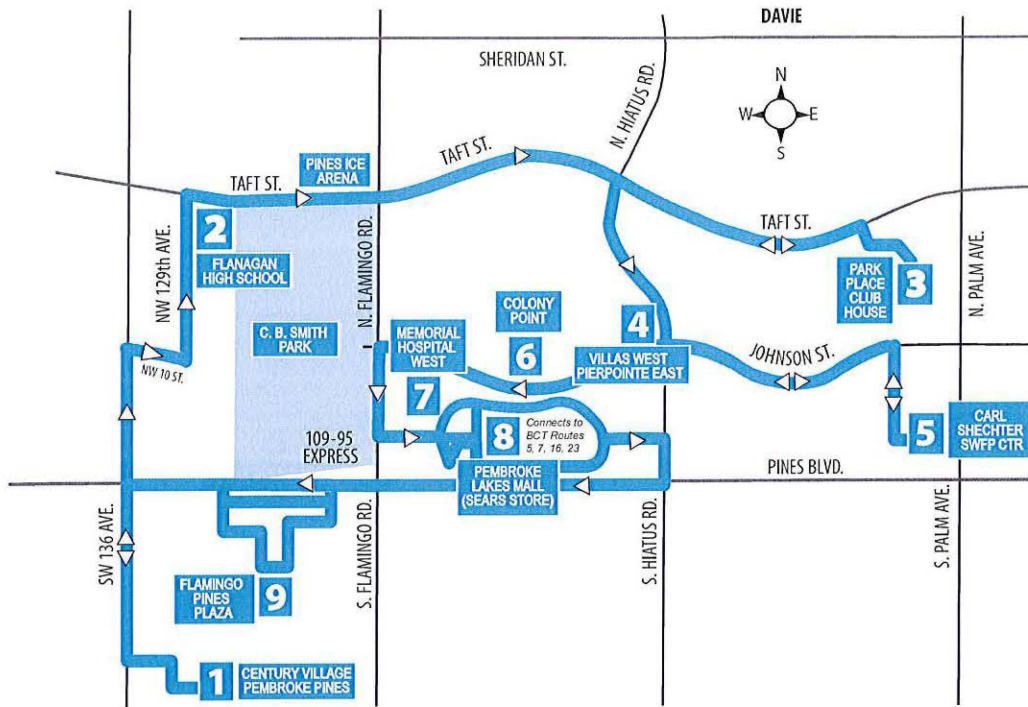


Community Bus Service Route and Timetable



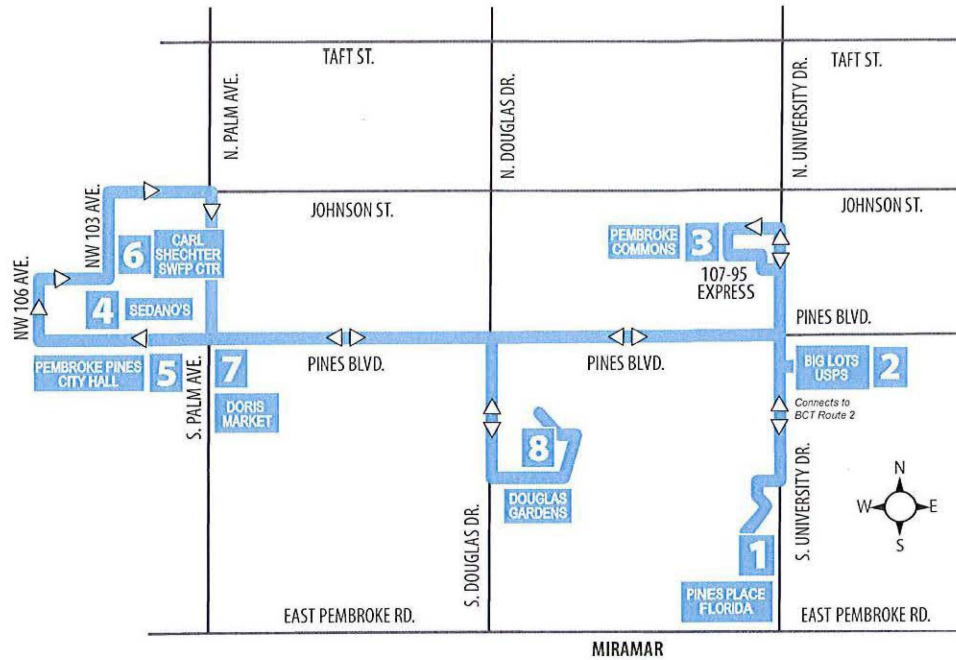
Effective September 2017

BCT ROUTE 727 BLUE WEST ROUTE



CENTURY VILLAGE CLUBHOUSE	FLANAGAN HIGH SCHOOL	PARK PLACE CLUBHOUSE	VILLAS WEST PIERPOINTE EAST	CARL SHECHTER SW FOCAL PT. CTR ARRIVAL	CARL SHECHTER SW FOCAL PT. CTR DEPART	COLONY POINT	MEMORIAL HOSPITAL WEST	PEMBROKE LAKES MALL (SEARS STORE)	FLAMINGO PINES PLAZA (PUBLIX, WALMART)	CENTURY VILLAGE CLUBHOUSE
1	2	3	4	5	5	6	7	8	9	1
8:00a	8:12a	8:20a	8:25a	8:30a	8:35a	8:38a	8:45a	8:50a	9:00a	9:10a
9:10a	9:18a	9:30a	9:35a	9:40a	9:45a	9:48a	9:55a	10:00a	10:10a	10:20a
10:20a	10:28a	10:40a	10:45a	10:50a	10:55a	10:58a	11:05a	11:10a	11:20a	11:30a
11:30a	11:38a	11:50a	11:55a	12:00p	12:05p	12:08p	12:15p	12:20p	12:30p	12:40p
12:40p	12:48p	1:00p	1:05p	1:10p	1:15p	1:18p	1:25p	1:30p	1:40p	1:50p
1:50p	1:58p	2:10p	2:15p	2:20p	2:25p	2:28p	2:35p	2:40p	2:50p	3:00p
3:00p				3:15p						

BCT ROUTE 726 BLUE EAST ROUTE



PINES PLACE 8203 FLORIDA DR - BUILDING	BIG LOT/USPS PINES BL & UNIVERSITY DR.	PUBLIX-PEMBROKE COMMONS	SEDANO'S PINES B & 103 A	PEMBROKE PINES CITY HALL	CARL SHECHTER SWFOCAL PT. CTR ARRIVAL	CARL SHECHTER SWFOCAL PT. CTR DEPART	BEALLS PLAZA (DORIS MKT.) PINES BL & PALM AV	DOUGLAS GARDENS SW 88 AVE-BUILDING	PINES PLACE 8203 FLORIDA DR - BUILDING
1	2	3	4	5	6	6	7	8	1
9:00a	9:07a	9:15a	9:25a	9:28a	9:34a	9:40a	9:49a	9:58a	10:09a
10:09a	10:16a	10:24a	10:34a	10:37a	10:43a	10:49a	10:58a	11:07a	11:18a
11:18a	11:25a	11:33a	11:43a	11:46a	11:52a	11:58a	12:07p	12:16p	12:27p
12:27p	12:34p	12:42p	12:52p	12:55p	1:01p	1:07p	1:16p	1:25p	1:36p
1:36p	1:43p	1:51p	2:01p	2:04p	2:10p	2:16p	2:25p	2:34p	2:45p
2:51p	2:58p	3:06p	3:16p	3:19p	3:25p				

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

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

BLUE EAST

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

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

BLUE WEST

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

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

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

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

Hours of Operation

Tuesday, Wednesday & Friday

9:00 am – 3:25 pm Blue East

Tuesday, Wednesday and Friday

8:00 am – 3:15 pm Blue West

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

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

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

Holiday Schedule

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

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

Holidays falling on a Sunday are not observed.

Bike Racks

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

Loading

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

Unloading

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

Information

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

954.450.6850

Monday - Friday: 8 am - 4:30 pm

Hearing-speech impaired/TTY:

954.435.6579

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

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

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY

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BROWARD COUNTYBOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT
TRANSIT DIVISION

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SD4680 1/18

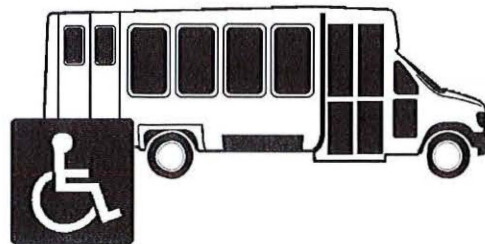
CITY OF PEMBROKE PINES Gold Route

Eastbound / Westbound Service

BCT Route 725



Community Bus Service Route and Timetable



Effective September 22, 2016

CITY OF PEMBROKE PINES COMMUNITY BUS GOLD ROUTE BCT ROUTE 725

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

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

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

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

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

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

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

Hours of Operation

Monday - Saturday • 7:00 am - 7:21 pm

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

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

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

Holiday Schedule

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

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

Holidays falling on a Sunday are not observed.

Bike Racks

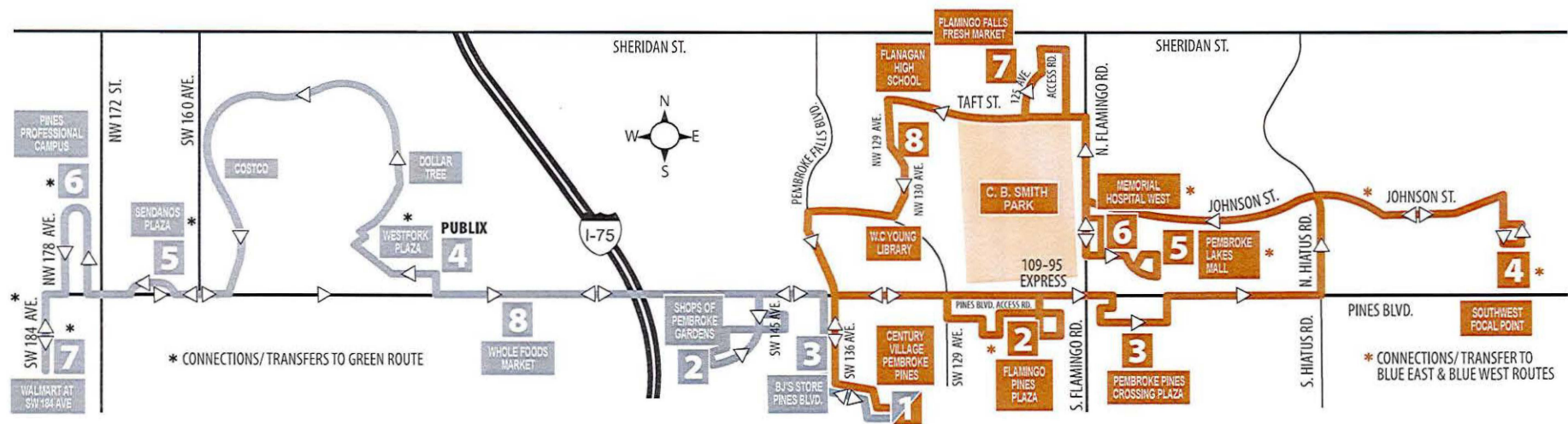
Bike racks are available on The Pembroke Pines Gold Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

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

Unloading

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



GOLD WESTBOUND

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

GOLD EASTBOUND

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

Bold times indicate pm hours.

Information

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

954.450.6850

Monday - Friday: 8 am - 4:30 pm

Hearing-speech impaired/TTY:

954.435.6579

Visit the City of Pembroke Pines

web site at: www.ppines.com

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

BCT Rider Info 954.357.8400

Hearing-speech impaired/TTY

954.357.8302

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



Visit Broward County's web site

www.broward.org/BCT



BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS TRANSPORTATION DEPARTMENT
TRANSIT DIVISION

An equal opportunity employer and provider of services.

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

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

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

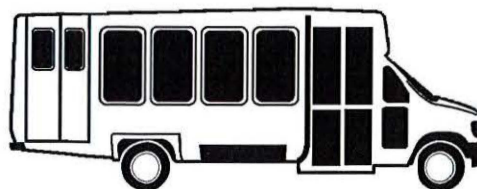
SD4650 Reprinted 1/18

CITY OF PEMBROKE PINES Green Route

BCT Route 724



Community Bus Service Route and Timetable



Effective July 2016

CITY OF PEMBROKE PINES
COMMUNITY BUS
GREEN ROUTE

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

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

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

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

Hours of Operation

Monday- Saturday 7:45 am – 7:55 pm

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

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

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

Holiday Schedule

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

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

Holidays falling on a Sunday are not observed.

Bike Racks

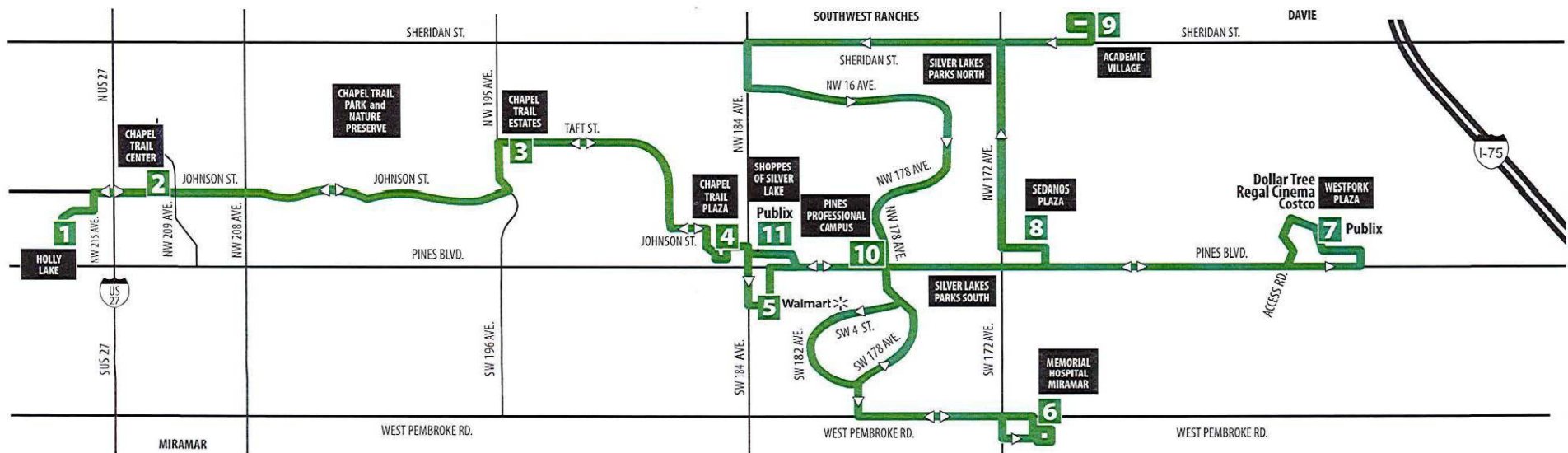
Bike racks are available on The Pembroke Pines Green Community Bus. Bike Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

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

Unloading

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



GREEN ROUTE



HOLLY LAKE (MHP) CLUBHOUSE	CHAPEL TRAIL CENTER (NW 209 AVE & JOHNSON ST)	CHAPEL TRAIL ESTATES	CHAPEL TRAIL PLAZA (LA FITNESS)	WALMART SW 184 AVE -ARRIVE	WALMART AT SW 184 AVE -DEPART	MEMORIAL HOSPITAL MIRAMAR (MAIN ENTRANCE)	WESTFORK PLAZA (PUBLIX, DOLLAR TREE, REGAL CINEMA, COSTCO)	SEDANOS PLAZA	ACADEMIC VILLAGE	PINES PROFESSIONAL CAMPUS (FOUNTAIN)	SHOPPES OF SILVER LAKES (PUBLIX)	CHAPEL TRAIL ESTATES	CHAPEL TRAIL CENTER	HOLLY LAKE (MHP) CLUBHOUSE
1	2	3	4	5	5	6	7	8	9	10	11	3	2	1
7:45a	7:51a	7:58a	8:04a	8:10a	8:18a	8:30a	8:45a	8:54a	9:04a	9:12a	9:18a	9:26a	9:33a	9:39a
8:42a	8:48a	8:55a	9:01a	9:07a	9:15a	9:27a	9:42a	9:51a	10:01a	10:09a	10:15a	10:23a	10:30a	10:36a
9:39a	9:45a	9:52a	9:58a	10:04a	10:12a	10:24a	10:39a	10:48a	10:58a	11:06a	11:12a	11:20a	11:27a	11:33a
10:36a	10:42a	10:49a	10:55a	11:01a	11:09a	11:21a	11:36a	11:45a	11:55a	12:03p	12:09p	12:17p	12:24p	12:30p
11:33a	11:39a	11:46a	11:52a	11:58a	12:06p	12:18p	12:33p	12:42p	12:52p	1:00p	1:06p	1:14p	1:21p	1:27p
12:30p	12:36p	12:43p	12:49p	12:55p	1:03p	1:15p	1:30p	1:39p	1:52p	1:59p	2:06p	2:14p	2:21p	2:27p
1:27p	1:33p	1:40p	1:46p	1:52p	2:00p	2:15p	2:30p	2:39p	2:52p	2:59p	3:06p	3:14p	3:21p	3:27p
2:27p	2:33p	2:40p	2:46p	2:52p	3:00p	3:15p	3:30p	3:39p	3:52p	3:59p	4:06p	4:14p	4:21p	4:27p
3:27p	3:33p	3:40p	3:46p	3:52p	4:00p	4:15p	4:30p	4:39p	4:52p	4:59p	5:06p	5:14p	5:21p	5:27p
4:27p	4:33p	4:40p	4:46p	4:52p	5:00p	5:15p	5:30p	5:39p	5:52p	5:59p	6:06p	6:14p	6:21p	6:27p
5:27p	5:33p	5:40p	5:46p	5:52p	6:00p	6:15p	6:30p	6:39p	6:52p	6:59p	7:06p	7:14p	7:21p	7:27p
6:27p	6:35p	6:43p	6:51p	6:59p	7:14p	7:34p	7:55p							

Bold times indicate pm hours.

Exhibit B
Drug Free Workplace Certification

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

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

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

Charles F. Dodge

(Vendor Signature)

Charles F. Dodge

(Print Vendor Name)

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 8 day of October, 2019

by Charles F. Dodge
(Name of person who's signature is being notarized)

as City Manager of City of Pembroke Pines
(Title) (Name of Corporation/Company)

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

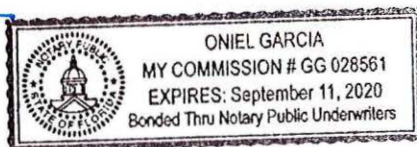
(Type of Identification)

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

NOTARY PUBLIC:

(Signature)

(Print Name)



My commission expires: September 11, 2020

APPROVED AS TO LEGAL FORM

OFFICE OF THE CITY ATTORNEY

DATED: 10/7/19

Exhibit C
Schedule of Reports

EXHIBIT "C"

<u>Report</u>	<u>Details</u>	<u>Frequency</u>	<u>Due</u>
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Annual System Report (NTD)	Annual report of system statistics including ridership, vehicle and revenue service hours and miles, City demographics/census, expenses and revenue reported annually by January 31st for the previous fiscal year to the National Transit Database (NTD).	Annually	January 31st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day			

Notes:

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator. Additional reports may be added as deemed necessary by the Contract Administrator. COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report. CITY is responsible for accurate data reporting and documentation.

Exhibit D
Vehicles & Equipment Inventory

EXHIBIT "D"

City of Pembroke Pines

Vehicles for Fiscal Year 2020

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

Mini Bus
1255

IMPORTANT INFORMATION

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

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

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

Mail To:

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

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

CO/AGY 10 / 6

T# 718645243

B# 1421076

FLORIDA VEHICLE REGISTRATION

PLATE	TC7700	DECAL		Expires	NO EXPIRATION				
YR/MK	2012/ELDO	BODY	BU	COLOR	WHI	Reg. Tax	48.85	Class Code	97
VIN	1GB6G5BL1C1160093			TITLE	109491377	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10728	GVW	14200	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	566000531-01					Sales Tax		Credit Months	
Date Issued	8/2/2012	Plate Issued	8/2/2012			Voluntary Fees			
						Grand Total	51.85		

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

IMPORTANT INFORMATION

1. The Florida license plate must remain with the registrant upon sale of vehicle.
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3. Your registration must be updated to your new address within 20 days of moving.
4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

NVR - COUNTY VEHICLES PLATE ISSUED X

FDL(0)(3)(0)(0)A

107100
COUNTY

Mini BUS # 1255

IMPORTANT INFORMATION

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FLORIDA VEHICLE REGISTRATION

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

PLATE	TD1311	DECAL	Expires		NO EXPIRATION				
YR/MK	2013/ELDO	BODY	BU			Reg. Tax	48.85	Class Code	97
VIN	1GB6G5BL3C1179535			TITLE	110271583	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10456	GVW	14200	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	566000531-01					Sales Tax		Credit Months	
Date Issued	11/14/2012	Plate Issued	11/14/2012			Voluntary Fees			
						Grand Total	51.85		

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

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NVR - COUNTY VEHICLES PLATE ISSUED X

FLORIDA

TOLL
COUNTY

Bus #1265

Bus M1372

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FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1

T# 765583232
B# 1287216

PLATE	TC7928	DECAL		Expires	NO EXPIRATION				
YR/MK	2013/ELDO	BODY	BU	COLOR	WHI	Reg. Tax	48.85	Class Code	97
VIN	1GB8G5BL2D1122308			TITLE	112523166	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10484			County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
DL/FEID	556000531-01					Sales Tax		Credit Months	
Date Issued	8/8/2013	Plate Issued	8/8/2013			Voluntary Fees			
						Grand Total	51.85		

**BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
3201 W COPANS RD
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NVR - COUNTY VEHICLES PLATE ISSUED X

015 1113 12

Bus M1373

IMPORTANT INFORMATION

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FLORIDA VEHICLE REGISTRATION

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

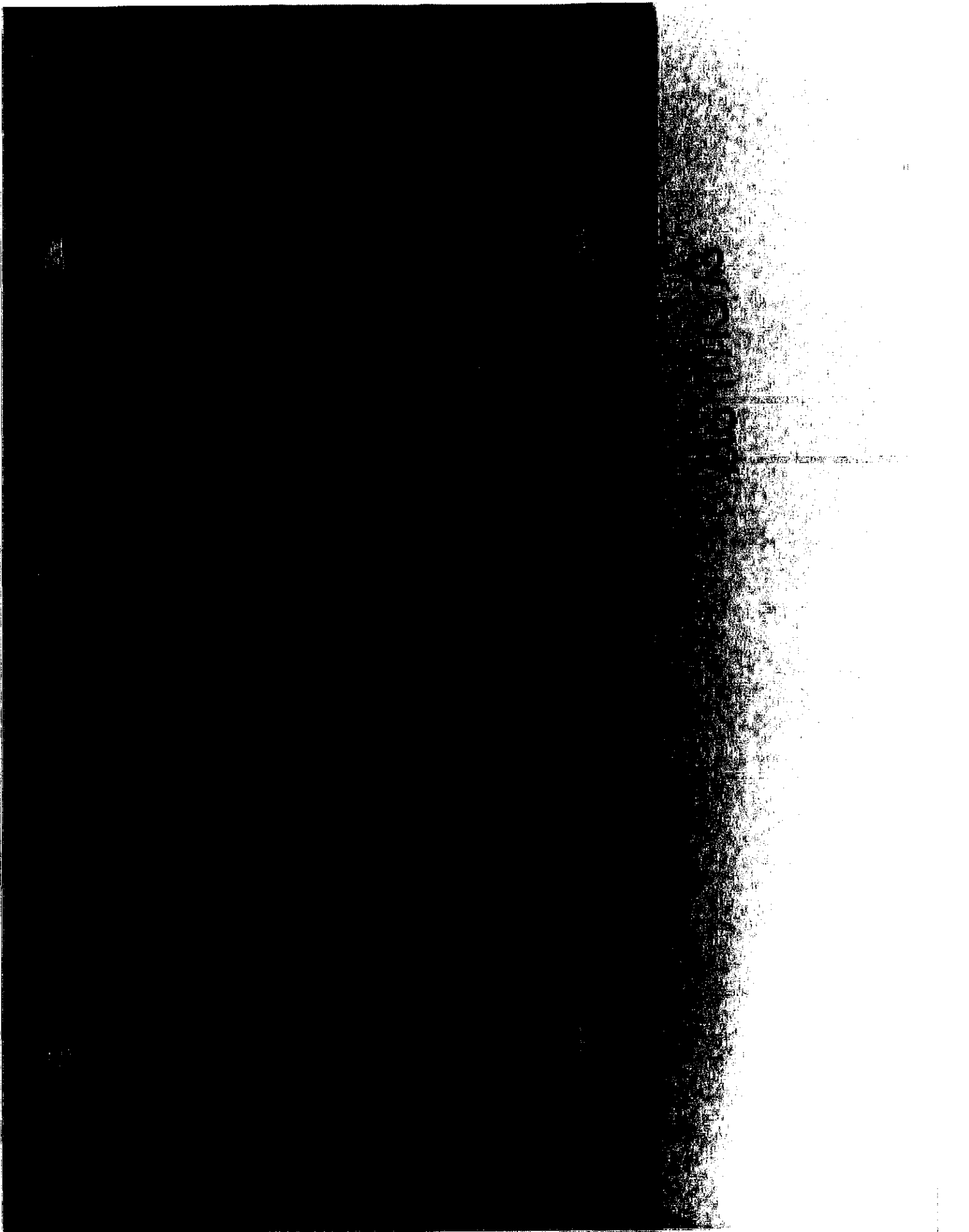
PLATE	TC7929	DECAL	Expires	NO EXPIRATION					
YR/MK	2013/ELDO	BODY	BU	COLOR	WHI	Reg. Tax	48.85	Class Code	97
VIN	1GB6G5BL5D1124148			TITLE	112523217	Init. Reg.		Tax Months	12
Plate Type	NVR	NET WT	10426			County Fee	3.00	Back Tax Mos	
DL/FEID	566000531-01					Mail Fee		Credit Class	
Date Issued	8/8/2013	Plate Issued	8/8/2013			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	51.85		

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

IMPORTANT INFORMATION

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

NVR - COUNTY VEHICLES PLATE ISSUED X



Bus # 1455

IMPORTANT INFORMATION

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

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

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

Mail To:

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

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

FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1

T# 847264368

B# 1475958

PLATE TE1200 DECAL

Expires NO EXPIRATION

TR/MK 2015/ELDO BODY BU
VIN 1GB6G5BL4F1131384
Plate Type NVR NET WT 10532
DL/FEID 566000331-01
Date Issued 3/26/2015 Plate Issued 3/26/2015

TITLE 118290352
GVW 14200

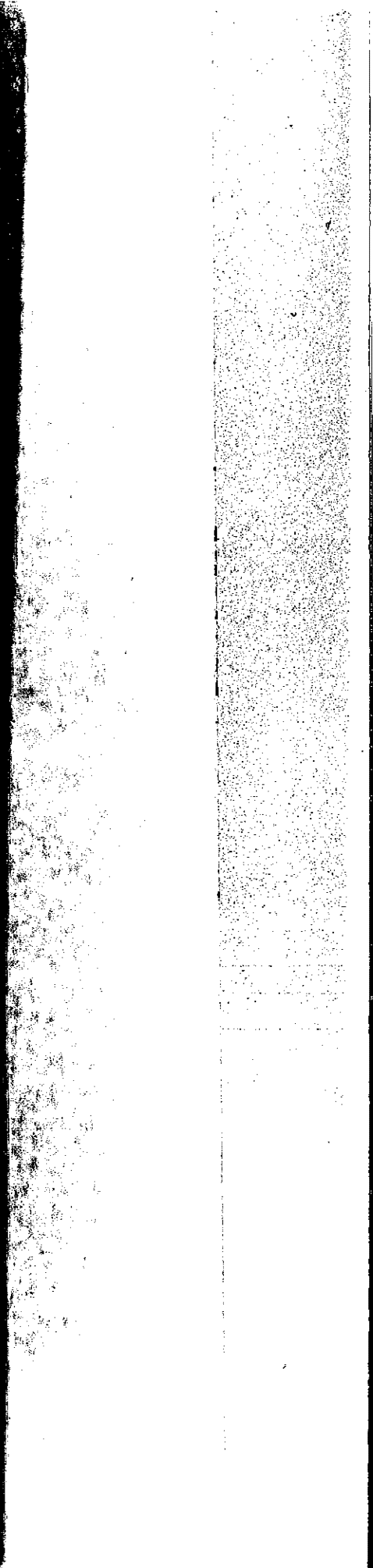
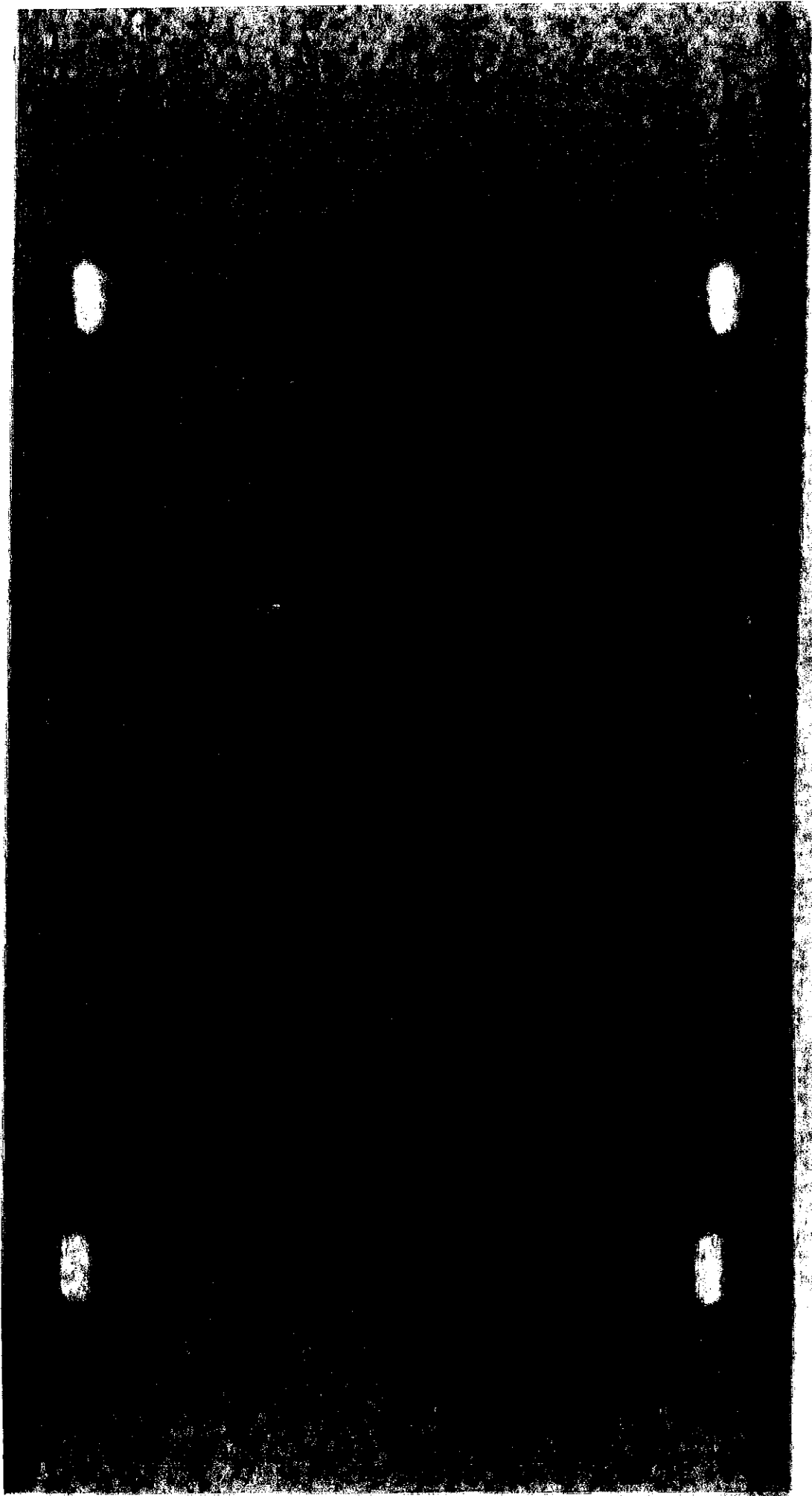
Reg. Tax	36.30	Class Code	97
Init. Reg.		Tax Months	12
County Fee	3.00	Back Tax Mos	
Mall Fee		Credit Class	
Sales Tax		Credit Months	
Voluntary Fees			
Grand Total	39.30		

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

VR - COUNTY VEHICLES PLATE ISSUED X



Bus # 1456

IMPORTANT INFORMATION

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

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FLORIDA VEHICLE REGISTRATION

CO/AGY 10 / 1

T# 847265173
B# 1475958

PLATE	TE1201	DECAL	Expires NO EXPIRATION					
YR/MK	2015/ELDO	BODY	BU		Reg. Tax	36.30	Class Code	97
VIN	1GB6G5BL4F1129957			TITLE	118290427	Init. Reg.	Tax Months	12
Plate Type	NVR	NET WT	10888	GVW	14200	County Fee	3.00	Back Tax Mos
DL/FEID	566000531-01					Mail Fee		Credit Class
Date Issued	3/26/2015	Plate Issued	3/26/2015			Sales Tax		Credit Months
						Voluntary Fees		
						Grand Total	39.30	

BROWARD COUNTY BOARD OF COUNTY
COMMISSIONERS
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NVR - COUNTY VEHICLES PLATE ISSUED X

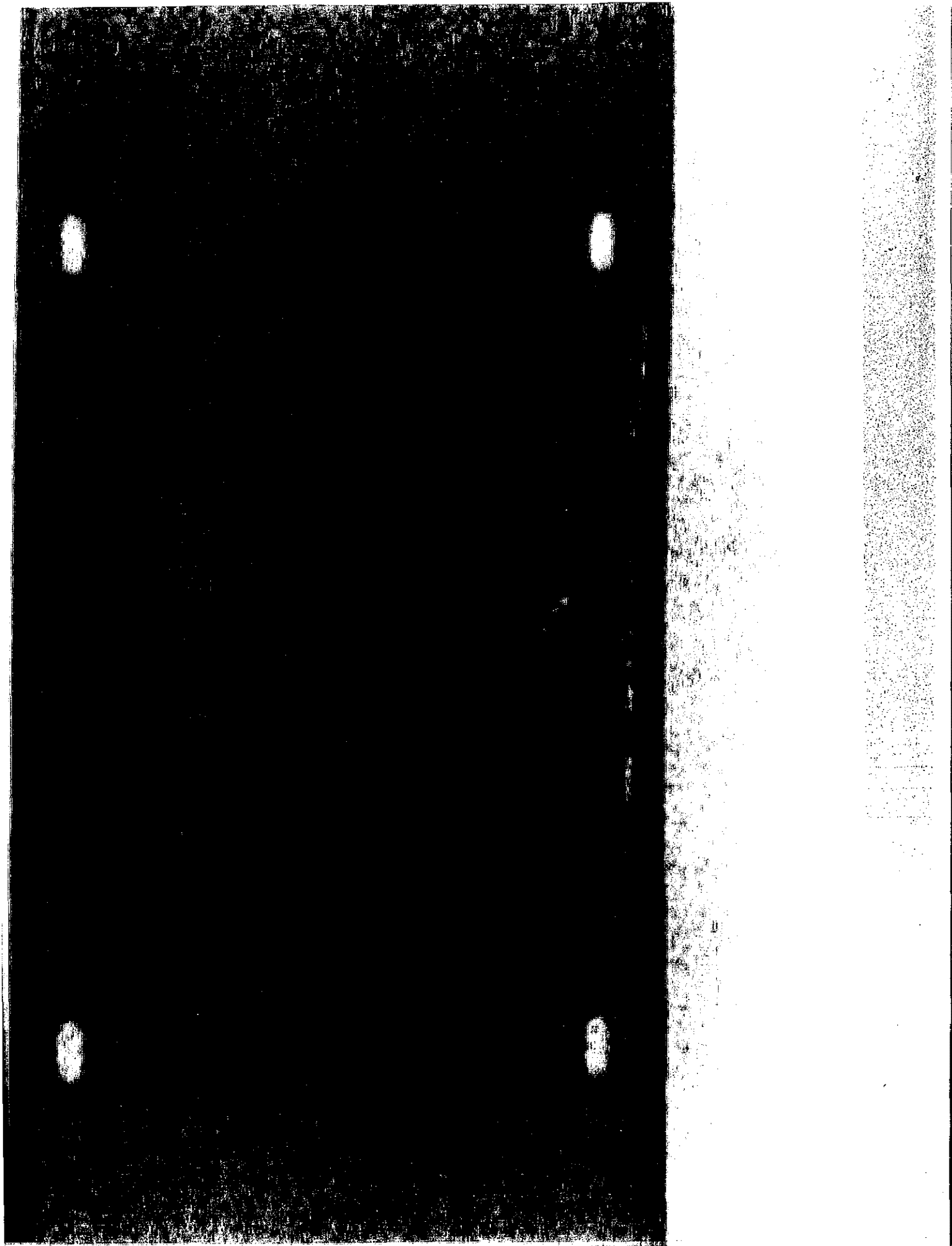


Exhibit E
Pre-Trip & Post-Trip Inspection Form

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

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

Pre-trip/Post-trip Inspection Form			
Agency	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
Unit ID #	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	Pre-trip Inspection
Date	<div style="border-bottom: 1px solid black; height: 15px;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	Post-trip Inspection
Mileage	<div style="border-bottom: 1px solid black; height: 15px;"></div>		
Vehicle Component	OK	Defective	Comment
Headlights			
Tail/Brake lights			
Back up Lights			
Back up Alarm			
Turn Signals			
Clearance Lights			
Windshield Wipers			
Interior Lights			
Interior Gauges and Warning System			
Climate Control			
Mirrors			
Parking brakes			
Service brakes			
Steering			
Horn			
Fire extinguisher			
Emergency Exit Windows and Door			
Passenger Doors			
Overall cleanliness			
Fresh body damage			
Tires and Wheels			
Exhaust System			
If Equipped:			
Interlock System			
Wheelchair lift and ramp			
Belts and Securement Devices			
First Aid Kit			
Flares and Triangles			
Fire Suppression System			
Driver's Name	<div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>		
Technician's Name	<div style="border-bottom: 1px solid black; height: 15px;"></div> <div style="border-bottom: 1px solid black; height: 15px;"></div>		
	<div style="border: 1px solid black; height: 100px; width: 100%;"></div>		
	V8.25.17		

Exhibit F
Funding

Fiscal Year 2020

Community Bus Service (2006/2007)								
Buses	Route	Service	Span of Service	Frequency	Total Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
2	Green	Mon-Sat	7:45a-7:55p	60 min	24.75	305	\$36.87	\$ 278,322.41
2	Gold - East	Mon-Sat	7:00a-7:03p	45 min	23.63	305	\$36.87	\$ 265,727.62
1	Gold - West	Mon-Sat	7:30a-7:21p	60 min	12.35	305	\$36.87	\$ 138,880.07
1	Blue - East	Tue/Wed/Fri	9:00a-3:25p	70 min	6.52	157	\$36.87	\$ 37,741.61
1	Blue - West	Tue/Wed/Fri	8:00a-3:15p	70 min	7.85	157	\$36.87	\$ 45,440.43
Total Annual Funding								\$ 766,112.14

Exhibit G
Invoice



TRANSIT DIVISION – Service and Capital Planning

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8382

September 23, 2019

Jay Shechter
Community Services Director
The Carl Shechter
S.W. Focal Point Community Center
301 NW 103rd Ave
Pembroke Pines, FL 33026

Re: Community Shuttle – City of Pembroke Pines New ILA

Dear Mr. Shechter,

As the current Interlocal Agreement (ILA) in place between Broward County Transit (County) and the City of Pembroke Pines (City) for Community Shuttle service is due to expire on September 30, 2019, attached please find a copy of the new ILA as approved by the Broward County Board of County Commissioners on August 20, 2019.

Please review and have the new agreement executed by the appropriate City representatives and return four (4) original executed copies. Once executed and returned, the ILA will be provided to the County Administrator for approval, yielding a fully executed agreement.

Should you have any questions or need further assistance, please do not hesitate to contact me at (954) 357-8615 or jenmelendez@broward.org or Jacque-Ann Isaacs at (954) 357-7713 or jisaacs@broward.org

Best regards,

A handwritten signature in blue ink, appearing to read "Jennifer Melendez".

Jennifer Melendez
Contract Grant Administrator

Cc: Astrid Grosso, City of Pembroke Pines
Jessica Matos, City of Pembroke Pines – Transportation Authority
Barney L. McCoy, Director - Service and Capital Planning, BCT
Jacque-Ann Isaacs, Community Transit Officer, BCT



City of Pembroke Pines, FL

601 City Center Way
Pembroke Pines, FL
33025
www.ppines.com

Agenda Request Form

Agenda Number: 10.

File ID: 19-1040

Type: Agreements/Contracts

Status: Passed

Version: 1

**Agenda
Section:**

In Control: City Commission

File Created: 08/21/2019

Short Title: CBS - Shuttle Bus Service

Final Action: 10/02/2019

Title: MOTION TO APPROVE THE 2019 INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE BETWEEN BROWARD COUNTY AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF RETROACTIVE TO OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022 EXTENDED FOR UP TO TWO ADDITIONAL ONE (1) YEAR RENEWAL.

***Agenda Date:** 10/02/2019

Agenda Number: 10.

Internal Notes:

Attachments: 1. Pembroke Pines - FY2020 Community Shuttle ILA

1	City Commission	10/02/2019	approve	Pass
Action Text: A motion was made to approve on the Consent Agenda				
Aye: - 5 Mayor Ortis, Castillo, Schwartz, Siple, and Good Jr.				
Nay: - 0				

MOTION TO APPROVE THE 2019 INTERLOCAL AGREEMENT FOR COMMUNITY BUS SERVICE BETWEEN BROWARD COUNTY AND THE CITY OF PEMBROKE PINES/SOUTHWEST FOCAL POINT SENIOR CENTER FOR THE PERIOD OF RETROACTIVE TO OCTOBER 1, 2019 THROUGH SEPTEMBER 30, 2022 EXTENDED FOR UP TO TWO ADDITIONAL ONE (1) YEAR RENEWAL.

SUMMARY EXPLANATION AND BACKGROUND:

1. The current Interlocal Agreement for Community Bus Service was approved at the September 3, 2014 Commission Meeting with Agenda 14-3219 for the period of October 1, 2014 through September 30, 2017 and extended for up to two (2) additional (1) year renewal periods ending in September 30, 2019.
2. Public transportation services provided by County need to be supplemented to serve a greater number of people traveling within City. City shall provide public transportation services

within the City at the locations listed on Exhibit A Service schedules, routes and Maps..

3. County agrees to pay City \$36.87 per revenue service hour as per Exhibit F. Revenue Service Hour means the time when any vehicle is available to the general public. City shall maintain a minimum average of 7.1 passengers for Revenue Service Hour.

4. Requesting Commission approval to continue providing community bus transportation to the residents of the City of Pembroke Pines.

Item has been reviewed and approved by the Commission Auditor.

FINANCIAL IMPACT DETAIL:

a) Initial Cost: No cost to the City. Broward County will pay the city \$36.87 per revenue service hour.

b) Amount budgeted for this item in Account No: 2019-20 Budget

Revenues:

\$607,827 128-337410-8004

\$ 49,359 128-337410-8004-42

\$657,186 TOTAL REVENUES

Expenditures:

\$577,202 128-544-8004

\$ 79,984 128-544-8004-42

\$657,186 TOTAL EXPENDITURES

c) Source of funding for difference, if not fully budgeted: Not Applicable.

d) 5 year projection of the operational cost of the project: Not Applicable.

e) Detail of additional staff requirements: Not Applicable.