

**RESOLUTION NO. 2014-59**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Broward County is leasing to the City of Coconut Creek four (4) buses to operate a community transportation program; and

**WHEREAS**, Broward County has established partial funding distribution methods to support local transportation services; and

**WHEREAS**, the existing agreement with Broward County expires on September 30, 2014; and

**WHEREAS**, the Community Transportation Program provides a valuable benefit to the City of Coconut Creek.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Manager, or her designee, is hereby authorized to execute the attached agreement between the City of Coconut Creek and Broward County for public transportation services.

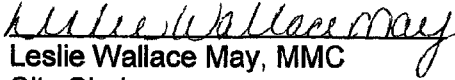
**Section 2:** That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 11th day of September, 2014.



\_\_\_\_\_  
Lisa K. Aronson, Mayor

Attest:

  
Leslie Wallace May, MMC  
City Clerk

Aronson	<u>Aye</u>
Tooley	<u>Aye</u>
Sarbone	<u>Aye</u>
Belvedere	<u>Aye</u>
Welch	<u>Aye</u>

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

COMMUNITY BUS SERVICE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

COMMUNITY BUS SERVICE

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

and

CITY OF COCONUT CREEK, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY," (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and



WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

## ARTICLE 1

### DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **ADA** - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.
- 1.2 **Agreement** - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.3 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.4 **BCT** - The Broward County Transit Division.
- 1.5 **Community Bus Service** - The public transportation service, including Emergency Transportation Service, provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY.
- 1.6 **Contract Administrator** - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 **County Administrator** - The administrative head of COUNTY appointed by the Board.

- 1.8 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.9 **Emergency Transportation Service** – The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.
- 1.10 **Revenue Service Hour** – The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.
- 1.11 **Vehicle(s)** - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "D."

## ARTICLE 2

### SCOPE OF SERVICES

#### SERVICES TO BE PROVIDED BY CITY

- 2.1 ROUTES. Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.
- 2.2 USE OF CONTRACTOR. Community Bus Service may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the CITY in this Agreement.
- 2.3 ADA. CITY shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

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

2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator.

2.5 FARES. If CITY determines a fare to be appropriate, CITY may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, CITY's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare CITY shall:

- (1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and
- (2) CITY shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and
- (3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

2.6 PUBLIC HEARING REQUIREMENTS. CITY, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:

- (1) Prior to the implementation or change in fares.
- (2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
- (3) Prior to establishing a new Community Bus Route.
- (4) Prior to discontinuing any Community Bus Route in its entirety.

- (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

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

- (1) A description of the contemplated service or fare change, as appropriate.
- (2) The date, time, and accessible location of the hearing.
- (3) The location and addressee to whom written comments may be sent.
- (4) Criteria for requesting available accommodations and alternative formats.

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

2.6.2 CITY shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(d)(1)(I) within seven (7) calendar days of the public hearing.

2.7 BUS STOPS. It shall be CITY's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this

Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.

- 2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," CITY, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other City that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another city as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.
- 2.10 EMERGENCY RESPONSE PLAN: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.
- 2.11 ON-BOARD SURVEYS. CITY shall allow any on-board surveys and/or inspections as may be requested by COUNTY.
- 2.12 PUBLIC TRANSIT PROVIDER. CITY, as a contracted public transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90, "Equipment and Operational Safety Standards for Bus Transit Systems," Florida Administrative Code, as currently enacted or as may be amended from time to time (Chapter 14-90).

2.13 OPERATION.

- 2.13.1 CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). CITY shall utilize every practicable safeguard so as to minimize the discharge of pollutants. CITY shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.
- 2.13.2 CITY shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.
- 2.13.3 CITY shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- 2.13.4 CITY shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; CITY shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.
- 2.13.5 CITY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. CITY shall ensure that all vehicle operators meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.
- 2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide the training at no cost to the CITY; however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate

in the training. Employees who complete the training will receive a Certification of Completion.

2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The CITY must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the CITY needs to have additional employees trained through the County's Operators Training program. The CITY is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 CITY shall at its sole cost and expense:

- a. Provide base of operation for Vehicle(s), operators and Community Bus Service.
- b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise vehicle operators. The vehicle operators' mandatory training shall consist of on-site training as scheduled by Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.
- e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every obligation and responsibility necessary to perform the Community Bus Services.
- f. Carry out operational supervision.
- g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at CITY's sole expense.
- h. Provide a means of communication between supervisors and operators.
- i. Be available for and comply with COUNTY's monitoring and auditing programs.
- j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that CITY utilizes a third party to provide Community Bus Service, a representative from the CITY and a representative from the third party contractor shall attend the meetings.

- k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.
  - l. Respond to Contract Administrator's requests for information in a timely manner.
  - m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."
  - n. Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.
  - o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, CITY shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.
- 2.14 SUSPENSION OF OPERATIONS: CITY may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, CITY shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.
- 2.15 VEHICLE OPERATORS. CITY shall obtain driving and criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY shall require its vehicle operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking). CITY shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

- 2.15.1 CITY shall not employ or retain any vehicle operators or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contendere regardless of whether adjudication was withheld, for any of the following:



- a. No more than one (1) moving violation in the last three (3) years\*.
- b. An at-fault accident in the last three (3) years\*.
- c. A Failure to Appear or a Failure to Pay in the last three (3) years\*.
- d. A Reckless Driving in the last seven (7) years\*.
- e. A Driving Under the Influence (DUI) with the last seven (7) years\*. Two convictions (lifetime) for DUI is automatic disqualification.
- f. A suspension within the last three (3) years\*. One suspension for PIP permitted.
- g. A Manslaughter resulting from the operation of a motor vehicle.
- h. A Hit and Run or Hit and Run with Property Damage.
- i. A Reckless Driving causing injury.
- j. A DUI causing injury.
- k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

\*All time periods shall be rolling.

2.15.2 CITY shall provide current copies of the following records of all employees that operate the Vehicle(s) to the BCT Safety Manager, with a copy to Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

- 2.15.3 CITY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, CITY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CITY shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.
- 2.15.4 It shall be CITY's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:
- a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CITY shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.
  - b. Vehicle(s) shall be operated by properly licensed operators. Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.
  - c. Provide full utilization of Vehicle(s) to disabled passengers.
  - d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
  - e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.
  - f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.

- g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

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

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S.C. (Section 794), prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 DRUG AND ALCOHOL PROGRAM. CITY agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, CITY agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

CITY agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with

a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

CITY agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

2.18 REPORTING AND RECORDKEEPING REQUIREMENTS. CITY shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. CITY shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."

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

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

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

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

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

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

2.22 STANDARDS. CITY shall comply with the following:

- a. CITY, as a contracted public transit provider, shall comply with the all applicable requirements of Chapter 14-90.
- b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service
- c. Permit inspections, safety and security review by COUNTY and the state of Florida.
- d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
- e. All accidents shall be reported immediately to the police.
- f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.
- g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.
- h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.

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

### SERVICES TO BE PROVIDED BY COUNTY

- 2.23 DRIVER TRAINING. COUNTY shall provide Florida Commercial Driver Licensed operators hired by CITY or its sub-contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.
- 2.24 SCHEDULING AND ROUTING ASSISTANCE. All requests by CITY for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by CITY and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the CITY upon CITY's request.
- 2.25 TIMETABLES. COUNTY shall print and provide CITY with bus route timetables to inform CITY residents and passengers of the Community Bus Service.

### ARTICLE 3

#### VEHICLES

- 3.1 LEASE. COUNTY shall lease to CITY the wheelchair accessible, passenger Vehicle(s), as described on Exhibit "D" to be used in Community Bus 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 USE. Vehicle(s) shall be provided by the COUNTY to CITY at least forty-eight (48) hours prior to the onset of the commencement of Community Bus Service and shall be used exclusively to perform the Community Bus 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 governmental 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 Bus Service.
- 3.3 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. Any replacement of Vehicle(s) may be authorized by the Contract Administrator. In the event that a Vehicle(s) is replaced, Exhibit "D" shall be updated by the Contract Administrator. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.
- 3.4 BIKE RACKS. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.
- 3.5 SPARE VEHICLE(S). COUNTY, in its sole discretion, acting through its Contract Administrator may provide spare Vehicle(s) for use by the CITY to perform Community Bus Service. In the event that spare Vehicle(s) are leased to the CITY, Exhibit "D" shall be updated by the Contract Administrator to include the spare Vehicle(s). CITY's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.
- 3.6 INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the CITY's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify CITY as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by CITY and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At

COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

- 3.7 PRE-TRIP AND POST-TRIP INSPECTIONS. CITY shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". CITY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. CITY shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.
- 3.8 INSPECTION AND MAINTENANCE RECORDS. CITY shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. CITY shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the CITY during the term of this Agreement. CITY shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.
- 3.9 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.
- 3.9.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, CITY shall notify Contract Administrator in writing, and include the reason for the delay. CITY must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Bus Service for more than ten (10) business days.



- 3.9.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). CITY shall maintain the Vehicles in compliance with BCT's and manufacturer's standards for preventive maintenance. CITY shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.
- 3.9.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by CITY at CITY's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed Two Thousand Dollars (\$2,000.00).
- 3.9.4 CITY shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
- 3.9.5 CITY shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.
- 3.10 SIGNAGE AND ADVERTISING. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:
- Above or beside the passenger entrance door(s)
  - On the exterior rear of the vehicle
  - On the exterior front of the vehicle
  - On the interior of the vehicle above the front windshield
- 3.10.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.
- 3.10.2 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.
- 3.10.3 CITY shall maintain all interior signs placed by COUNTY.

- 3.10.4 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.
- 3.10.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.
- 3.11 DAILY CLEANING. CITY shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:
- Exterior Wash
  - Interior windows cleaned
  - Mopping of non-carpeted floors with clean water and appropriate cleaning solution
  - Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
  - Vacuuming of upholstered seats
  - Pest control
  - Wiping down of all hand rails with clean water and appropriate cleaning solution
  - Refuse, newspapers and other recyclable material remaining on board shall become the property of the CITY. However, items found that are the belongings of customers shall be maintained and made available consistent with CITY's Lost and Found Policy which policy shall comply with Florida law. CITY's Lost and Found Policy must be approved by the Contract Administrator.
- 3.12 TITLE. Title to the Vehicle(s) shall remain in COUNTY at all times, and the CITY shall have no right, title or interest in the Buses 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 agrees at all times to keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at their expense, protect and defend COUNTY's title to the buses and COUNTY's right of possession against all others. CITY shall redeliver 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 whatsoever kind.

3.13 ANNUAL REGISTRATION. The annual registration of the Vehicle(s) will be processed by the COUNTY and the costs of such registrations will be paid by the COUNTY.

3.14 INSTALLATION OF EQUIPMENT. COUNTY may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at CITY facilities. CITY agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).

3.14.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation and training shall be at COUNTY's expense. COUNTY shall be responsible for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

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

3.14.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide CITY with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by CITY to the designated representative of COUNTY during service hours. Upon

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

COUNTY shall pay for routine maintenance; provided, however, that CITY shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

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

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. CITY shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing CITY to perform maintenance or repair service.

3.14.4 Risk of Loss: CITY shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.

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

- a. CITY shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of CITY purporting to create such a claim, lien, or encumbrance shall be void.

- b. CITY shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.
- c. CITY shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.
- d. CITY shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.
- e. CITY shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.

3.14.6 Reservation of Title: This Agreement does not provide CITY with title or ownership of the AVL/MDC Equipment, but only a right of limited use for the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.

3.14.7 Training: COUNTY shall provide CITY's employees with initial training in the operation of AVL/MDC Equipment at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training. COUNTY may provide additional training to CITY's personnel at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

3.14.8 CITY shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.

3.15 DAMAGE. CITY shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of CITY, and any and all damage shall be repaired at the sole cost and expense of CITY. CITY shall provide the Public Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

#### ARTICLE 4 COMPLAINTS

4.1 COUNTY shall provide CITY with signs that include COUNTY's Customer

Service Center contact information. CITY shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CITY shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding CITY's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the CITY upon receipt.

- 4.1.1 Upon the receipt of any complaint, from whatever source, CITY shall conduct the necessary investigation and respond in writing to each complainant. CITY shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.
- 4.2 COUNTY shall provide CITY with COUNTY's formally adopted Title VI Notice and Complaint procedures. The CITY shall include the Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. CITY shall display the Title VI Notice conspicuously on each Vehicle. In the event that CITY shall receive any Title VI complaints, the CITY shall forward the complaint to the Broward County Transit Division Compliance Manager.
- 4.3 CITY shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.
- 4.4 At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

## ARTICLE 5 TERM AND TIME OF PERFORMANCE

- 5.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

- 5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.
- 5.3 In the event services are scheduled to end due to the expiration of this Agreement, the CITY agrees that it shall continue service upon the request of the Contract Administrator. The extension period shall not extend for greater than three months beyond the term of the Agreement. CITY shall be compensated for the service at the rate in effect when the extension is invoked by the COUNTY upon the same terms and conditions as contained in this Agreement as amended. The Purchasing Director shall notify CITY of an extension authorized herein by written notice delivered prior to the end of the term of the Agreement.

## ARTICLE 6

### FINANCIAL ASSISTANCE

- 6.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by CITY ("Financial Assistance"). CITY shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay CITY, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.
- 6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.
- 6.1.2 Following the termination of this Agreement for any reason, CITY shall return to COUNTY any Financial Assistance paid in advance to CITY for any Revenue Service Hour that were not actually performed by CITY. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by CITY prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid.

CITY shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."

6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

6.4 Payment shall be made to CITY at:

Transportation Supervisor  
City of Coconut Creek  
4800 W. Copans Road  
Coconut Creek, FL 33063

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any Party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and shall be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.



- 7.2 In the event that City contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

## ARTICLE 8

### INSURANCE

- 8.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.
- 8.2 In the event that CITY contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:
- 8.2.1 INSURANCE: CITY's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage

designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.

- 8.2.1 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 8.2.2 The foregoing requirements represent minimum coverages that shall be contained in CITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to CITY's standard requirements for the Project.

## ARTICLE 9

### TERMINATION

- 9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may

also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 9.4 In the event this Agreement is terminated for convenience, CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by CITY, for COUNTY's right to terminate this Agreement for convenience.
- 9.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.
- 9.6 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle(s) leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the Vehicle(s) to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the Vehicle(s) to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle(s) for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle(s) for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle(s) prior to COUNTY's acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the Vehicle(s), to conduct additional inspections of the Vehicle(s) and notify CITY of any additional damage or defects to the Vehicle(s). In the event the COUNTY should determine that the Vehicle(s) is not in the same condition as it was when delivered to CITY, normal wear and tear excepted, COUNTY will notify CITY in writing and include relevant inspection reports, studies and any other documentation that support such findings. CITY shall be

responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to CITY's use of the Vehicle(s). In the event that CITY fails to make any repairs or remedy any deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and CITY shall be responsible for all of COUNTY's costs. CITY shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

## ARTICLE 10

### EEO COMPLIANCE

- 10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CITY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

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

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

## ARTICLE 11

### TITLE VI

By execution of this Agreement, CITY, as a subrecipient of FTA financial assistance, adopts Exhibit "H" as their Title VI Program. CITY shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. CITY shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. CITY shall permit COUNTY to monitor CITY for Title VI compliance in accordance with the Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

## ARTICLE 12

### MISCELLANEOUS

#### 12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

#### 12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

- 12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

### 12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act

is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

#### 12.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

#### 12.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint

relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

#### 12.6 THIRD PARTY BENEFICIARIES

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

#### 12.7 NOTICES

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

##### FOR COUNTY:

Director  
Broward County Transit Division  
One North University Drive, Suite 3100A  
Plantation, FL 33324

##### FOR CITY:

City Manager  
City of Coconut Creek  
4800 W. Copans Rd.  
Coconut Creek, FL 33063

#### 12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, CITY shall not subcontract any portion of the work required by this



Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

#### 12.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

#### 12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and

obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 12.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 12.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

#### 12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 12.14 INTERPRETATION

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

unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 12.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

#### 12.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 12.17 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or

others delegated authority to or otherwise authorized to execute same on their behalf.

#### 12.18 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### 12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

#### 12.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", "G", and "H" are incorporated into and made a part of this Agreement.

#### 12.21 REPRESENTATION OF AUTHORITY

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

#### 12.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

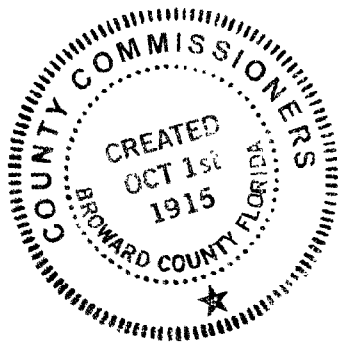
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 12th day of August, 2014, and CITY OF COCONUT CREEK, signing by and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

COUNTY

BROWARD COUNTY, by and through its County Administrator

By   
County Administrator

30<sup>th</sup> day of September, 2014

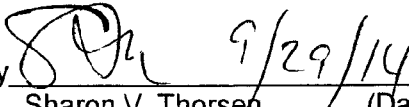


Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

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

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

By  9/29/14  
Signature (Date)  
Senior Assistant County Attorney

community bus 2014 (repaired) - coconut creek  
07/30/14  
07/17/14  
14-114 05

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK  
FOR COMMUNITY BUS SERVICE

CITY:

ATTEST:

Leslie May  
Leslie May, City Clerk

CITY OF COCONUT CREEK

By: Mary C. Blasi  
Mary C. Blasi, City Manager

16<sup>th</sup> day of September, 2014.

(CORPORATE SEAL)

APPROVED AS TO FORM:

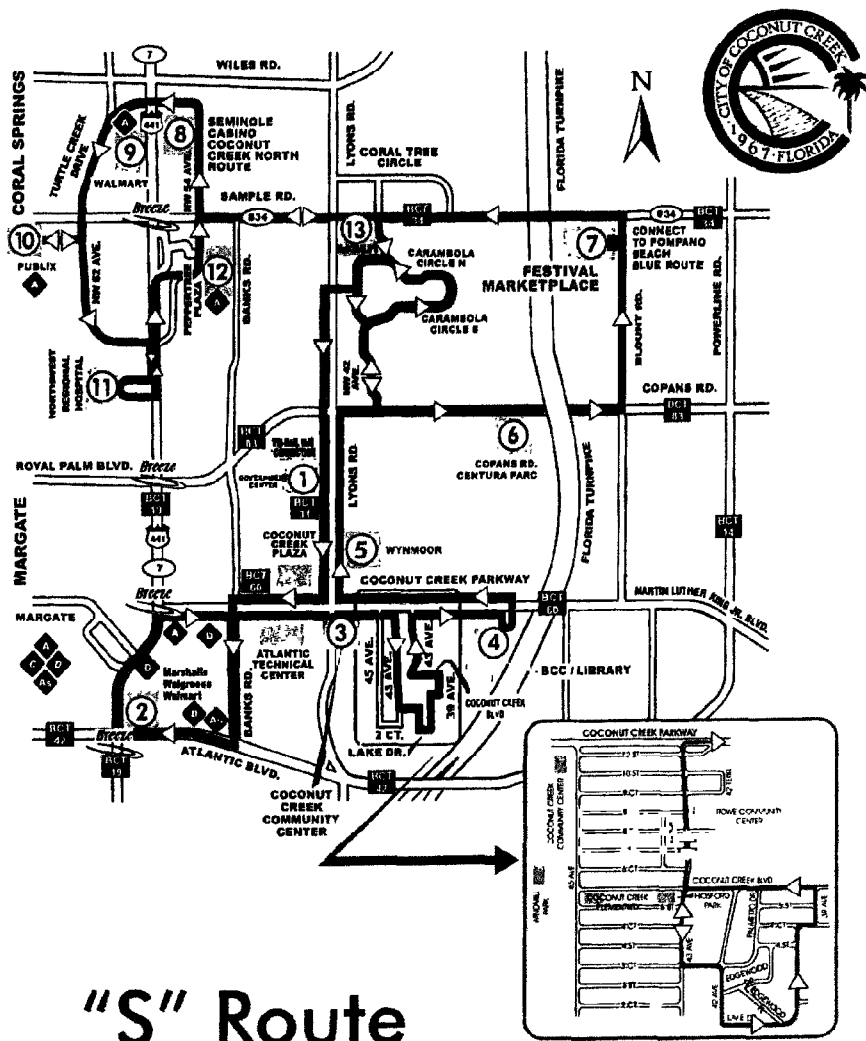
By: Terrill C. Pyburn  
Terrill C. Pyburn, City Attorney

# **EXHIBIT “A”**

Routes – Schedules & Maps



# Exhibit "A"

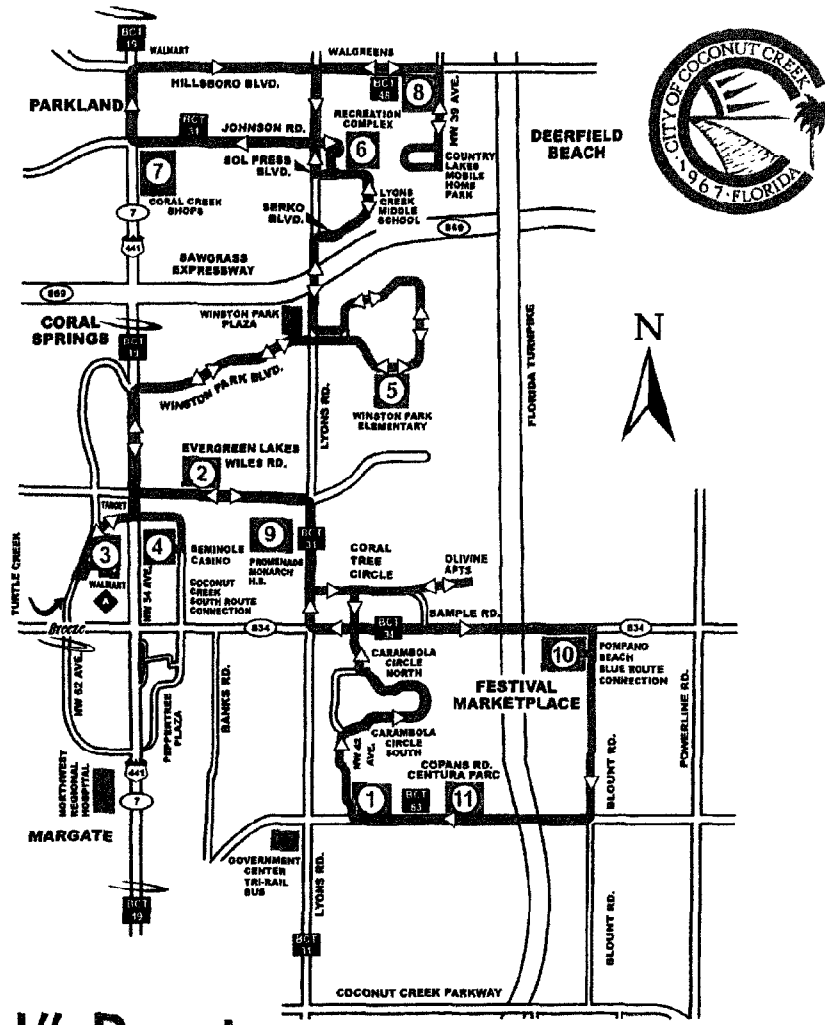


## "S" Route

NW 22 ST & LYONS RD	ATLANTIC BLVD & US 441	COCONUT CREEK PARKWAY / LYONS RD	BC NORTH CAMPUS	LYONS & WYNMOOR	COPANS RD CENTURA PARK	FESTIVAL MARKETPLACE ARRIVAL	FESTIVAL MARKETPLACE DEPARTURE	SEMINOLE CASINO COCONUT CREEK	TURTLE CREEK DR WALMART	PUBLIX CORAL LANDING	NW MEDICAL CENTER	PEPPERTREE PLAZA 441 (WINN DODIE)	McDONALD'S SAMPLE RD & NW 42 AVE	NW 22 ST LYONS RD
1	2	3	4	5	6	7	7	8	9	10	11	12	13	1
6:30a	6:43a	6:52a	7:01a	7:07a	7:22a	7:28a	7:38a	7:50a	7:57a	8:03a	8:10a	8:15a	8:20a	8:30a
7:30a	7:43a	7:52a	8:01a	8:07a	8:22a	8:28a	8:38a	8:50a	8:57a	9:03a	9:10a	9:15a	9:20a	9:30a
8:30a	8:43a	8:52a	9:01a	9:07a	9:22a	9:28a	9:38a	9:50a	9:57a	10:03a	10:10a	10:15a	10:20a	10:30a
9:30a	9:43a	9:52a	10:01a	10:07a	10:22a	10:28a	10:38a	10:50a	10:57a	11:03a	11:10a	11:15a	11:20a	11:30a
10:30a	10:43a	10:52a	11:01a	11:07a	11:22a	11:28a	11:38a	11:50a	11:57a	<b>12:03p</b>	<b>12:10p</b>	<b>12:15p</b>	<b>12:20p</b>	<b>12:30p</b>
11:30a	11:43a	11:52a	12:01p	12:07p	12:22p	12:28p	12:38p	12:50p	12:57p	1:03p	1:10p	1:15p	1:20p	1:30p
12:30p	12:43p	12:52p	1:01p	1:07p	1:22p	1:28p	1:38p	1:50p	1:57p	2:03p	2:10p	2:15p	2:20p	2:30p
1:30p	1:43p	1:52p	2:01p	2:07p	2:22p	2:28p	2:38p	2:50p	2:57p	3:03p	3:10p	3:15p	3:20p	3:30p
2:30p	2:43p	2:52p	3:01p	3:07p	3:22p	3:28p	3:35p	3:47p	3:54p	4:00p	4:07p	4:12p	4:17p	4:27p
3:30p	3:43p	3:52p	4:01p	4:07p	4:22p	4:28p	4:35p	4:47p	4:54p	5:00p	5:07p	5:12p	5:17p	5:27p
4:27p	4:40p	4:49p	4:56p	5:02p										
5:27p	5:40p	5:49p	5:56p	6:02p										

BOLD type indicates PM hours

# Exhibit "A"



## "N" Route

◆ MARGATE CONNECTIONS  
954-972-8487  
BOLD type indicates PM hours

1	2	3	4	5	6	7	8	6	5	3	9	10	10	11	1
7:00a	7:13a	7:20a	7:27a	7:36a	7:45a	7:50a	7:56a	8:04a	8:14a	8:23a	8:29a	8:43a	8:52a	8:57a	9:00a
8:00a	8:13a	8:20a	8:27a	8:36a	8:45a	8:50a	8:56a	9:04a	9:14a	9:23a	9:29a	9:43a	9:52a	9:57a	10:00a
9:00a	9:13a	9:20a	9:27a	9:36a	9:45a	9:50a	9:56a	10:04a	10:14a	10:23a	10:29a	10:43a	10:52a	10:57a	11:00a
10:00a	10:13a	10:20a	10:27a	10:36a	10:45a	10:50a	10:56a	11:04a	11:14a	11:23a	11:29a	11:43a	11:52a	11:57a	12:00p
11:00a	11:13a	11:20a	11:27a	11:36a	11:45a	11:50a	11:56a	12:04p	12:14p	12:23p	12:29p	12:43p	12:52p	12:57p	1:00p
12:00p	12:13p	12:20p	12:27p	12:36p	12:45p	12:50p	12:56p	1:04p	1:14p	1:23p	1:29p	1:43p	1:52p	1:57p	2:00p
1:00p	1:13p	1:20p	1:27p	1:36p	1:45p	1:50p	1:56p	2:04p	2:14p	2:23p	2:29p	2:43p	2:52p	2:57p	3:00p
2:00p	2:13p	2:20p	2:27p	2:36p	2:45p	2:50p	2:56p	3:04p	3:14p	3:23p	3:29p	3:43p	3:52p	3:57p	4:00p
3:00p	3:13p	3:20p	3:27p	3:36p	3:45p	3:50p	3:56p	4:04p	4:14p	4:23p	4:29p	4:43p	4:52p	4:57p	5:00p
4:00p	4:13p	4:20p	4:27p	4:36p	4:45p	4:50p	4:56p	5:04p	5:14p	5:23p	5:29p	5:43p	5:52p	5:57p	6:00p

# **EXHIBIT “B”**

## **DRUG & ALCOHOL MODEL**

**EXHIBIT "B"**

**DRUG FREE WORKPLACE CERTIFICATION**

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

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

*Sanjeev Bissessar*  
 (Vendor Signature)  
 Sanjeev Bissessar for City of Coconut Creek  
 (Print Vendor Name)

STATE OF Florida  
 COUNTY OF Broward

The foregoing instrument was acknowledged before me this 28 day of August, 2014

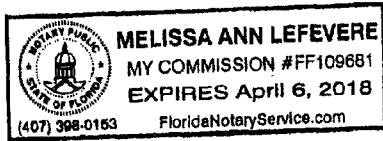
by Sanjeev Bissessar  
 (Name of person who's signature is being notarized)  
 as Risk manager of City of Coconut Creek  
 (Title) (Name of Corporation/Company)

known to me to be the person described herein, or who produced  
FL Drivers License / personally known  
 (Type of Identification)

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

NOTARY PUBLIC:

*Melissa Lefevere*  
 (Signature)  
MELISSA LEFEVERE  
 (Print Name)



My commission expires: 4/6/18

**EXHIBIT “C”**  
SCHEDULE OF REPORTS

# EXHIBIT "C"

Report	Details	Frequency	Due
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Major Accidents and Incidents	Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and supervisor's report, police report case number, and photos As needed when qualifying events occur 72 hours after event		
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rules 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
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loans, Exchanges, Transfers and/or Returns) on County Approved Form		
	*If the 10th of the Month falls on a weekend or a County observed holiday, then reports are due the following normal business day		As needed when qualifying events occur Next business day

**Notes:**

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

# **EXHIBIT “D”**

## **VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY**

# EXHIBIT "D"

## City of Coconut Creek

### Vehicle(s) Operating in Coconut Creek

#### Leased Vehicles for Fiscal Year 2015

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1065	2010	EIDorado Aerotech 240	16/2	306535	1FDFE4FP0ADA32377
M1258	2012	ENC Aerotech	16/2	311433	1GB6G5BL5C1160484
M1259	2012	ENC Aerotech	16/2	311437	1GB6G5BL0C1160408
M1260	2013	ENC Aerotech	16/2	312224	1GB6G5BL9C1178535

(08/2014)



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.

M1065

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# 620001038  
B# 1179662

FLORIDA VEHICLE REGISTRATION

TE TC1358      DECAL      Expires NO EXPIRATION

PK	2010/ELDR	BODY	BU	TITLE	104151818	Reg. Tax	48.85	Class Code	97
	1FDFF4FP0ADA32377			GVW	14500	Init. Reg.		Tax Months	12
Type	NVR	NET WT	10364	2ND DL#	M1065	County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
ID	566000531-01					Sales Tax		Credit Months	
Issued	4/15/2010	Plate Issued	4/15/2010			Voluntary Fees			
						Grand Total	51.85		

IMPORTANT INFORMATION

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

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

BROWARD COUNTY VEHICLES PLATE ISSUED X

10	6	YLT	2904
AUDIT #			



LV	1831761
TR	620000904
BR	1179662

**STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE**

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WTL/LENGTH	GVW/LOC	
104151818	1FDPB4FP0ADA32377	2010	BLDR	BU		10364		
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER
04 15 10	ORT	PRIVATE						

Applicant/Owner's Name & Address  
**BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS**  
 3201 W COPANS RD  
 POMPANO BCH, FL 33069

BIRTHDATE	RESIDENT	CNTY
SEX MO. DAY YEAR	Y N AUEN	RES.#
	X	10

1st OWNER FL/DL# OR F.E.I.D.#	2nd OWNER FL/DL# OR UNIT #
566000531-01	

**VOLUNTARY CONTRIBUTIONS**

--

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

**Action Requested:** ORIG NEW TITLE

**Brands:**

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	02/26/2010	XX		1,649 MILES 02/26/2010 ACTUAL	<input type="checkbox"/>

**LIEN INFORMATION**

NAME OF FIRST LIENHOLDER	DATE OF UEN	RECEIVED DATE	FEID # OR FL / DL AND SEX AND DATE OF BIRTH	DMV ACCOUNT #
ADDRESS	SALVAGE TYPE			

**SELLER INFORMATION**

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER	CONSUMER OR SALES TAX EXEMPTION #
	160319973553C
ADDRESS	
DEALER LICENSE NO.	

**SALES TAX AND USE REPORT**

TRANSFER OF TITLE <input checked="" type="checkbox"/> PURCHASER HOLDS VALID EXEMPTION CERTIFICATE	INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$
IS EXEMPT FROM FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED <input checked="" type="checkbox"/> OTHER EXEMPT	INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00
	<input type="checkbox"/> SELLING PRICE VERIFIED

**APPLICANT CERTIFICATION**

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED

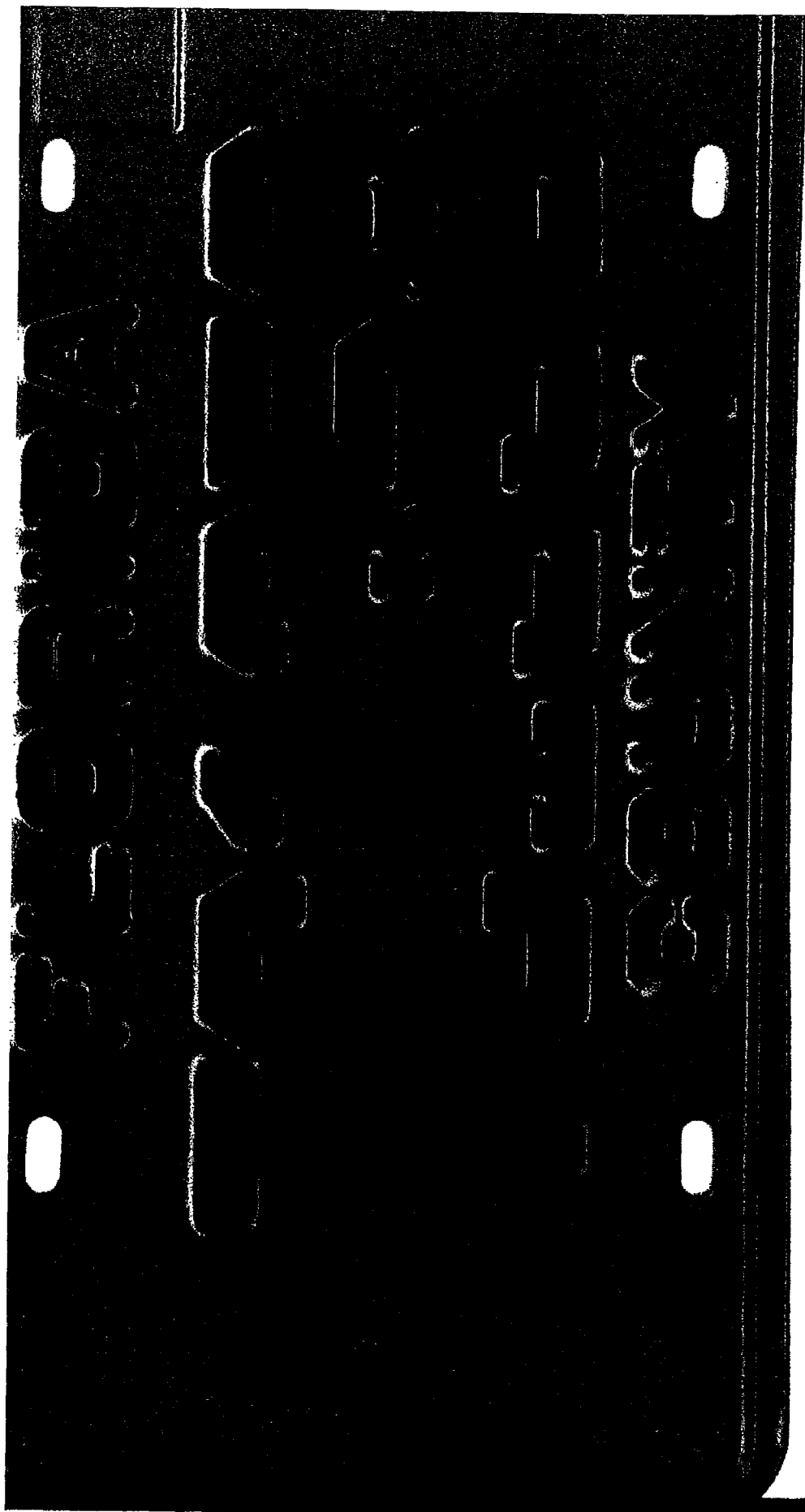
I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWNS THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

\_\_\_\_\_  
Signature of Applicant/Owner

\_\_\_\_\_  
Signature of Applicant/Co-Owner



**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.

Mini Bus  
# 1258

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.

COVAGY 10 / 6

T# 718643922

B# 1421076

**FLORIDA VEHICLE REGISTRATION**

ATE TC7688 DECAL Expires NO EXPIRATION

YR	2012/ELDO	BODY	BU		Reg. Tax	48.85	Class Code	97
PLATE	1GB6G5BL5C1160484			TITLE	Init. Reg.		Tax Months	12
Vehicle Type	NVR	NET WT	10370	GVW	County Fee	3.00	Back Tax Mos	
					Mail Fee		Credit Class	
FEID	566000531-01				Sales Tax		Credit Months	
Issued	8/2/2012	Plate Issued	8/2/2012		Voluntary Fees			
					Grand Total	51.85		

**IMPORTANT INFORMATION**

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

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

**1 - COUNTY VEHICLES PLATE ISSUED X**

CNTY# AGY# SUB# RPT#

10	6	RZP	3476
AUDIT #			



MINI BUS # 1258

L# 2239907  
 T# 718643785  
 B# 1421076  
 S# 9654826

STATE OF FLORIDA  
 APPLICATION FOR VEHICLE/VESSEL  
 CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC		
109491300	1GB6G5BL5C1160484	2012	ELDO	BU		10370			
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
08 02 12	ORT	PRIVATE							

Applicant/Owner's Name & Address  
 BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
 3201 W COPANS RD  
 POMPANO BCH, FL 33069

BIRTHDATE SEX MO. DAY YEAR	RESIDENT Y N ALIEN	CNTY RES.#
	X	10

1st OWNER FL/DL# OR FEID#      2nd OWNER FL/DL# OR UNIT #

566000531-01

VOLUNTARY CONTRIBUTIONS

--

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	07/11/2012	XX		1,693 MILES 07/11/2012 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION      DATE OF LIEN      RECEIVED DATE      FEID # OR FL / DL AND SEX AND DATE OF BIRTH      DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE  PURCHASER HOLDS VALID  
 IS EXEMPT FROM EXEMPTION CERTIFICATE  
 FLORIDA SALES OR  VEHICLE / VESSEL WILL BE  
 USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL  
 REASON(S) CHECKED  OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$ \_\_\_\_\_  
 INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00  
 SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.  
 I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.  
 I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

FLORIDA

UNION  
BUS COMPANY

Mini Bus # 1258

**IMPORTANT INFORMATION**

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

Mini Bus  
# 1259

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# 718644453  
B# 1421076

**FLORIDA VEHICLE REGISTRATION**

PLATE	TC7699	DECAL		Expires	<b>NO EXPIRATION</b>				
MK	2012/ELDO	BODY	BU	TITLE	109491338	Reg. Tax	48.85	Class Code	97
Type	NVR	NET WT	10752	GVW	14200	Init. Reg.		Tax Months	12
						County Fee	3.00	Back Tax Mos	
						Mail Fee		Credit Class	
						Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	51.85		

**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.

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

- COUNTY VEHICLES PLATE ISSUED X

CNTY# AGY# SUB# RPT#

10	6	RZP	347b
AUDIT #			



Mini BUS #1259

LP 2239913  
 TP 718644395  
 BW 1421076  
 SP 9654957

STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC		
109491338	1GB6G5BLOC1160408	2012	ELDO	BU		10752			
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	ALTH DESTRUCTION
08 02 12	ORT	PRIVATE							

Applicant/Owner's Name & Address  
 BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
 3201 W COPANS RD  
 POMPANO BCH, FL 33069

BIRTHDATE SEX MO. DAY YEAR RESIDENT Y N ALIEN CNTY RES.#

				X					10

1st OWNER FL/DL# OR F.E.I.D.# 2nd OWNER FL/DL# OR UNIT #

566000531-01

VOLUNTARY CONTRIBUTIONS

--

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	07/09/2012	XX		1,654 MILES 07/09/2012 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION	DATE OF LIEN	RECEIVED DATE	FEID# OR FL / DL AND SEX AND DATE OF BIRTH	DMV ACCOUNT #
NAME OF FIRST LIENHOLDER:				
ADDRESS	SALVAGE TYPE			

SELLER INFORMATION	CONSUMER OR SALES TAX EXEMPTION #
NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER	
ADDRESS	
DEALER LICENSE NO.	

SALES TAX AND USE REPORT	INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS	\$
TRANSFER OF TITLE <input type="checkbox"/> PURCHASER HOLDS VALID IS EXEMPT FROM EXEMPTION CERTIFICATE FLORIDA SALES OR <input type="checkbox"/> VEHICLE / VESSEL WILL BE USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL REASON(S) CHECKED <input checked="" type="checkbox"/> OTHER <input type="checkbox"/> OTHER	INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES	0.00
	<input type="checkbox"/> SELLING PRICE VERIFIED	

**APPLICANT CERTIFICATION**  
 I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.  
 I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.  
 I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.  
 I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.  
 UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner \_\_\_\_\_ Signature of Applicant/Co-Owner \_\_\_\_\_  
 HSMV 82041 REVISED 02/06 SCAN CODE MVT



FULLERBROOK

10 WALKER

GEORGETOWN

Mini Bus #1259

**IMPORTANT INFORMATION**

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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.

Bus #1260

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# 731063339  
B# 1450620

**FLORIDA VEHICLE REGISTRATION**

PLATE	<b>TD1306</b>	DECAL		Expires	<b>NO EXPIRATION</b>				
YR/MK	<b>2013/ELDO</b>	BODY	<b>BU</b>	TITLE	<b>110271331</b>	Reg. Tax	48.85	Class Code	97
VIN	<b>1GB8G5BL9C1178535</b>			GVW	<b>14200</b>	Init. Reg.		Tax Months	12
Plate Type	<b>NVR</b>	NET WT	<b>10400</b>			County Fee	3.00	Back Tax Mos	
DL/FEID	<b>566000531-01</b>					Mail Fee		Credit Class	
Date Issued	<b>11/14/2012</b>	Plate Issued	<b>11/14/2012</b>			Sales Tax		Credit Months	
						Voluntary Fees			
						Grand Total	51.85		

**IMPORTANT INFORMATION**

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

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

**NVR - COUNTY VEHICLES PLATE ISSUED X**

CNTY# AGY# SUB# RPT#

10	6	CAP	3548
AUDIT #			



STATE OF FLORIDA  
APPLICATION FOR VEHICLE/VESSEL  
CERTIFICATE OF TITLE

L# 2288179  
T# 731063241  
BR 1450620  
SN 11927651

BUS# 1260

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #	YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC		
110271331	1GB6G5BL9C1178535	2013	ELDO	BU		10400			
DATE OF ISSUE MO. DAY YEAR	TRANS CODE	VEHICLE USE	HULL MATERIAL	PROPULSION	FUEL	VESSEL TYPE	WATER	FL NUMBER	AUTH DESTRUCTION
11 14 12	ORT	PRIVATE							

Applicant/Owner's Name & Address  
BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
3201 W COPANS RD  
POMPANO BCH, FL 33069

BIRTHDATE SEX MO. DAY YEAR Y N ALIEN CNTY RES #

								X			10
--	--	--	--	--	--	--	--	---	--	--	----

1st OWNER FL/DL# OR F.E.I.D.# 2nd OWNER FL/DL# OR UNIT #

566000531-01

VOLUNTARY CONTRIBUTIONS

--

AGENCY FEE	TITLE FEE	SALES TAX	GRAND TOTAL
4.75	73.50	0.00	78.25

Action Requested: ORIG NEW TITLE

Brands:

PREV. STATE	DATE ACQUIRED	NEW	USED	ODOMETER / VESSEL MANUFACTURER	ODOMETER DECLARATION CERTIFICATION
	11/13/2012	XX		1,742 MILES 10/10/2012 ACTUAL	<input type="checkbox"/>

LIEN INFORMATION DATE OF LIEN RECEIVED DATE FEID # OR FL / DL AND SEX AND DATE OF BIRTH DMV ACCOUNT #

NAME OF FIRST LIENHOLDER:

ADDRESS

SALVAGE TYPE

SELLER INFORMATION

NAME OF SELLER, FLORIDA DEALER, OR OTHER PREVIOUS OWNER

ADDRESS

DEALER LICENSE NO.

CONSUMER OR SALES TAX EXEMPTION #

SALES TAX AND USE REPORT

TRANSFER OF TITLE  PURCHASER HOLDS VALID  
IS EXEMPT FROM EXEMPTION CERTIFICATE  
FLORIDA SALES OR  VEHICLE / VESSEL WILL BE  
USE TAX FOR THE USED EXCLUSIVELY FOR RENTAL  
REASON(S) CHECKED  OTHER OTHER

INDICATE TOTAL PURCHASE PRICE, INCLUDING ANY UNPAID BALANCE DUE SELLER, BANK OR OTHERS \$  
INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER 212, FLORIDA STATUTES \$ 0.00

SELLING PRICE VERIFIED

APPLICANT CERTIFICATION

I/WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE.

I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.

I CERTIFY THAT THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION.

I/WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE-I/WE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Applicant/Owner

Signature of Applicant/Co-Owner

HSMV 82041 REVISED 02/06

SCAN CODE

MVT

FLORIDA

101306

COUNTY

BUS # 1260

# **EXHIBIT “E”**

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

**OPERATORS' BUS PRE-INSPECTION REPORT**

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

FIRE EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WIPERS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOME		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE		INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE		GREEN LITE ON G.E. CAMERA? <input type="checkbox"/> YES <input type="checkbox"/> NO		

MARK EACH DEFECT WITH AN X IN BOX.  
IF BUS IS OK, PUT AN X IN THE OK BOX.

**OK**

**OTHER ITEMS**

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

**ADDITIONAL INFORMATION**

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BROWARD COUNTY  
DIVISION OF MASS TRANSIT**

**OPERATOR'S BUS DEFECT REPORT**

NAME _____		DATE _____			
BUS# _____		RUN# _____			
FIRE EXT.	NONE	AC/HEAT	NO AC	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGED/WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WIPERS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
DEST. SIGN	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOME		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FAREBOX		SENSITIVE EDGE		INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE		GREEN LITE ON G.E. CAMERA? <input type="checkbox"/> YES <input type="checkbox"/> NO		

MARK EACH DEFECT WITH AN X IN BOX.  
IF BUS IS OK, PUT X IN OK BOX.

**OTHER ITEMS**

**O.K.**

ACCELERATOR PEDAL	DIRTY OUTSIDE	ROOF HATCH
INSECTS	DIRTY INSIDE	GRAB RAIL
PASSENGER SIGNAL	GRAFFITI	STEPS-FRONT/REAR
COMPART. DOORS	HORN	VISOR
FLOOR MAT	NO TRIANGLES	NO ACC. PACKET

**ADDITIONAL INFORMATION**

NOTES: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

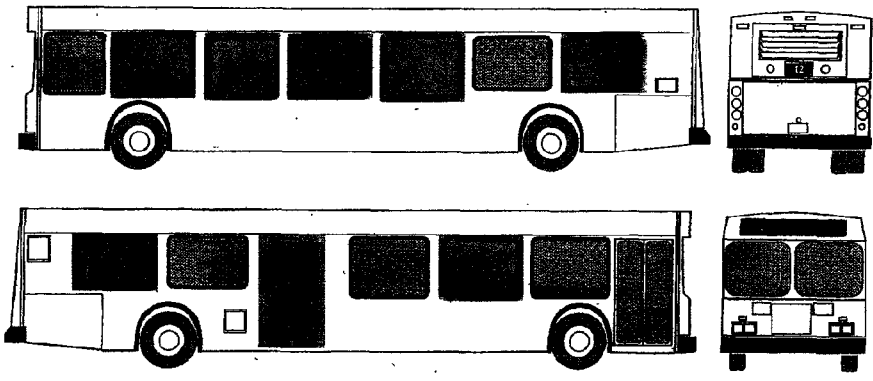
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\_\_\_\_\_



**MARK AREAS  
OF BODY  
DAMAGE  
ON THE BUS  
ILLUSTRATION**

# **EXHIBIT “F”**

REVENUE SERVICE HOURS & INVOICE



**Exhibit "F"**  
**City of Coconut Creek**  
**Annual Operating Funding - FY 2015**

**Community Bus Service- " N" Route (\$15.00/Hour)**

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annually
2	Weekday	7:00a-6:00p	60 min	20.00	249	\$15.00	\$ 74,700.00
2	Saturday	7:00a-6:00p	60 min	20.00	52	\$15.00	\$ 15,600.00
						<b>Subtotal</b>	<b>\$ 90,300.00</b>

**Community Bus Service - "S" Route (\$15.00/Hour)**

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annually
2	Weekday	6:30a-6:00p	60 min	21.00	249	\$15.00	\$ 78,435.00
2	Saturday	6:30a-6:00p	60 min	21.00	52	\$15.00	\$ 16,380.00
						<b>Subtotal</b>	<b>\$ 94,815.00</b>

**Total Annual Funding                    \$ 185,115.00**

**EXHIBIT "G"**  
INSURANCE CERTIFICATE

### Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b> <i>With no exclusions or limitations for:</i> <input type="checkbox"/> Premises—Operations <input checked="" type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	<b>\$1 mil</b>	<b>\$2 mil</b>
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	<b>\$ 1 mil</b>	
<b>EXCESS/UMBRELLA LIABILITY</b> <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse- ment is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS  (each accident)	<b>STATUTORY</b>  <b>\$ 500 k</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
PROFESSIONAL LIABILITY (E.O.C.)			
INSURER'S RIGHT OF RECOVERY			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES	<b>REFERENCE: Community Bus Service- BCT</b>		

**CERTIFICATE HOLDER:**  
**Broward County**  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
 Attn: Moji Oderinde- BCT

\_\_\_\_\_  
 Risk Management Division

**CERTIFICATE OF COVERAGE**

ISSUED ON: 8/28/2014

COVERAGE PROVIDED BY **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL1 0062801 13-06

COVERAGE PERIOD 10/1/2013 TO 10/1/2014 12 01 AM

**COVERAGES** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
**Broward County**  
 115 South Andrews Avenue  
 Fort Lauderdale, FL 33301  
 Attn: Moji Oderinde- BCT

*Designated Member*  
**City of Coconut Creek**  
 4800 W. Copans Road  
  
**Coconut Creek, FL 33063**

**LIABILITY COVERAGE**

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$1,000,000                      \$0 Deductible
- Public Officials Liability**  
 Limit \$2,000,000                      \$2,500 Deductible
- Employment Practices Liability**  
 Limit \$2,000,000                      \$2,500 Deductible
- Employee Benefits Liability**  
 Limit \$1,000,000                      \$0 Deductible
- Law Enforcement Liability**  
 Limit \$1,000,000                      \$2,500 Deductible

**WORKERS' COMPENSATION COVERAGE**

WC AGREEMENT NUMBER: WC FL1 0062801 13-06

- Self Insured Workers' Compensation**
- Statutory Workers' Compensation**
- Employers Liability**  
 \$1,000,000 Each Accident  
 \$1,000,000 By Disease  
 \$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**

- Buildings & Personal Property**  
 Limit  
*Note: See coverage agreement for details on wind, flood, and other deductibles*
- Rented, Borrowed and Leased Equipment**  
 Limit
- All other Inland Marine**  
 Limit

**AUTOMOBILE COVERAGE**

- Automobile Liability**  
 Limit \$1,000,000                      \$0 Deductible
  - All Owned
  - Specifically Described Autos
  - Hired Autos
  - Non-Owned Autos
- Automobile Physical Damage**
  - Comprehensive
  - Collision
  - Hired Auto with limit of
- Garage Keepers**
  - Liability Limit
  - Liability Deductible
  - Comprehensive Deductible
  - Collision Deductible

NOTE: The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

**Description of Operations/ Locations/ Vehicles/Special items:**

Certificate holder is included as an Additional Covered Party per PGIT Form 902 with respect to Community Bus Service- BCT furnished to Coconut Creek to be used as needed. Have \$1000.00 deductibles for comp/coll.

*This section completed by member's agent, who bears complete responsibility and liability for its accuracy*

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator  
**Public Risk Underwriters®**  
**P.O. Box 958455**  
**Lake Mary, FL 32795-8455**

Producer  
**Public Risk Insurance Agency**  
**P. O. Box 2416**

**Daytona Beach, FL 32115**

**CANCELLATIONS**  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

# PUBLIC ENTITY

## AUTOMATIC ADDITIONAL COVERED PARTIES

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

X **ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**  
**SECTION I - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

X **ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party,
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

X **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.**

# **EXHIBIT “H”**

TITLE VI

# EXHIBIT “H”

## City of \_\_\_\_\_ Title VI Program

Under Title VI of the Civil Rights Act of 1964, as amended, and as subrecipients of federal financial assistance, CITY, without regard to race, color, or national origin, operate and plan for transit services so that: transit benefits and services are available and distributed equitably; transit services are adequate enough to provide access and mobility for all; opportunities to participate in transit planning and decision-making process are provided to everyone; decisions on the locations of transit facilities and services are carried out equitably; and that remedial and corrective actions are undertaken to prevent discriminatory treatment of any beneficiary.

This Title VI Program for the CITY, a subrecipient of the COUNTY, was prepared in accordance with the requirements specified in the Federal Transit Administration (FTA), Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients,” dated October 2, 2012.

### Title VI Notice and Complaint Procedures

All subrecipients use the COUNTY’S adopted Title VI Notice and Complaint Procedures. Accordingly, the Title VI public statement is placed inside of each passenger vehicle, on printed timetables, online, and at major transfer locations. The text of the statement is as followed:

#### NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

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

### Title VI Investigations, Complaints and Lawsuits

The CITY has no past, current, or pending Title VI investigations, complaints, or lawsuits. All Title VI complaints are directed and investigated in accordance with COUNTY procedures.

### Public Participation and Language Assistance Plans

The CITY shall in the absence of their own plans use the COUNTY’S Public Participation and Language Assistance Plans in formulating public outreach strategies to engage minority, low-income, and Limited English Proficient (LEP) populations.

### Planning or Advisory Boards

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

### Monitoring Subrecipients

The CITY is monitored by our primary recipient, the COUNTY. The monitoring process outlined by the COUNTY includes the collection of Title VI Programs, reviews of service change proposals, and attendance at quarterly Community Bus meetings.

### Facility Equity Analysis

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

### Service Standards

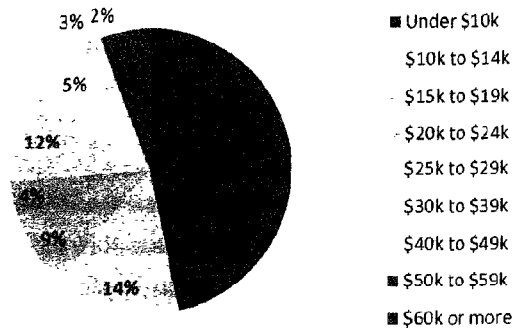
The CITY in agreement with the COUNTY will use the following service standards for community bus service. The CITY will collaborate with COUNTY to monitor service standards as necessary per FTA Circular 4702.1B.

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

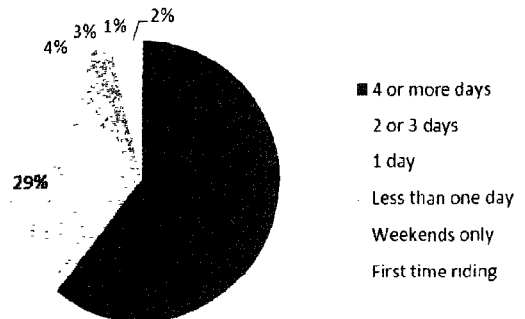


	defined based on departures of 1 minute early to 5 minutes late.
Service Availability	Community bus routes operate to complement COUNTY local, breeze, express, and paratransit services. To the greatest extent possible community bus will fill gaps in COUNTY service coverage and offer local circulation to neighborhood destinations.
Transit Amenities	The CITY collaborates with the COUNTY in the siting of transit amenities in accordance with a criteria based on ridership, community need, and available right-of-way. For passenger convenience, Community Bus stops are generally placed in close proximity of shopping plazas, grocery stores, hospitals, parks, and offices.
Vehicle Assignment	Vehicles in service for 5 years or 150,000 miles are prioritized for replacement. Routes regularly exceeding the capacity threshold that cannot be addressed through additional service will be leased larger vehicles. The COUNTY is generally responsible for the procurement and replacement of transit vehicles.

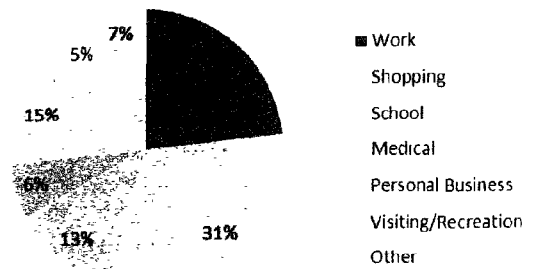
### Annual Household Income



### Frequency of Use



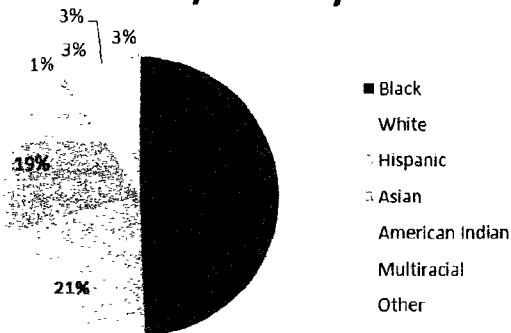
### Trip Purpose



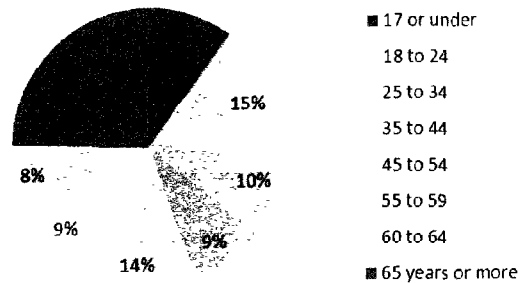
### Community Bus Service Demographics

As a component of BCT's *Broward Connected 10 Year Transit Development Plan (TDP)*, on-board surveys were conducted in March 2013 from randomly selected community bus trips. The charts below characterize the demographics of the entire community bus system. The CITY supports the COUNTY'S initiative to conduct on-board surveys every 5-years during the TDP process and understands that additional surveys are encouraged prior to a major service or fare change.

### Race / Ethnicity



### Age



RESOLUTION NO. 2012-68

**A RESOLUTION OF THE CITY COMMISSION OF  
THE CITY OF COCONUT CREEK, FLORIDA,  
AUTHORIZING THE CITY MANAGER, OR HIS  
DESIGNEE, TO EXECUTE THE FIRST  
AMENDMENT TO AN AGREEMENT BETWEEN  
THE CITY OF COCONUT CREEK AND BROWARD  
COUNTY FOR COMMUNITY BUS SERVICE**

**WHEREAS**, Broward County and the City of Coconut Creek have an Interlocal Agreement for the provision of a Community Bus Service; and

**WHEREAS**, this amendment acknowledges revisions to the routes and stop times of the City's community bus service; and

**WHEREAS**, this amendment adds the definition of the term "Community Bus Service".

**WHEREAS**, staff recommends entering into an agreement with Broward County for the aforementioned purpose; and

**WHEREAS**, the City Commission believes that amending the Agreement for Community Bus Service is in the best interest of the residents of Coconut Creek;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**


**Section 1:** That the City Commission has reviewed and hereby approves the First Amendment to Agreement between Broward County and the City of Coconut Creek for Community Bus Service.

**Section 2:** That the City Manager, or his designee, is hereby authorized to execute the attached First Amendment to the Agreement between Broward County and the City of Coconut Creek for Community Bus Service.

**Section 3:** That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 9th day of August , 2012 on a motion by  
Commissioner Tooley , and seconded by Vice Mayor Belvedere

Ayes 5  
Nays 0  
Absent or  
Abstaining 0

  
Marilyn Gerber, Mayor

Attest:

  
Barbara S. Price MMC

Gerber Aye  
Belvedere Aye  
Sarbone Aye  
Tooley Aye  
Aronson Aye

**FIRST AMENDMENT**

**to**

**AGREEMENT**

**between**

**BROWARD COUNTY**

**and**

**CITY OF COCONUT CREEK**

**for**

**COMMUNITY BUS SERVICE**

FIRST AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

COMMUNITY BUS SERVICE

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

AND

CITY OF COCONUT CREEK, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY entered into an Interlocal Agreement ("Agreement") for Community Bus Service for the provision of public transportation services within the CITY; and

WHEREAS, the parties desire to amend the Agreement; NOW, THEREFORE,

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

1. That the recitals set forth above are true and correct and made a part of this Amendment.
2. That Article 1, "Definitions and Identifications," shall be amended by including definition of "Community Bus Service" to read as follows:

Community Bus Service - Community Bus Service shall mean the public transportation service provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY. The

term Community Bus Service may be used interchangeably throughout this Agreement with the term public transportation service or transportation service.

3. That Article 2, "Scope of Services," Section 2.1, is hereby amended to read as follows:

- 2.1 CITY shall provide public transportation services within the CITY at the locations and according to schedules as contained in revised Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by CITY shall be effective only upon the written consent of Contract Administrator.

4. That Article 5, "Financial Assistance," Section 5.1, is hereby amended to read as follows:

- 5.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in revised Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

5. Exhibit "A" and Exhibit "F" of the Agreement shall be replaced in their entirety by revised Exhibit "A" and revised Exhibit "F" attached hereto and made a part hereof.

6. The Agreement shall remain in full force and effect except as specifically amended herein. In case of a perceived conflict between the terms of the Agreement and the Amendment, the terms of the Amendment shall govern.

7. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement.

8. Preparation of this First Amendment has been a joint effort of COUNTY and CITY, 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.

9. 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 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.
10. Multiple copies of this First Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.
11. This document 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 of this document that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 26<sup>th</sup> day of June, 2012, and CITY OF COCONUT CREEK, signing by and through its *City Manager*, duly authorized to execute same.

*Susan Seferian*  
SUSAN SEFERIAN

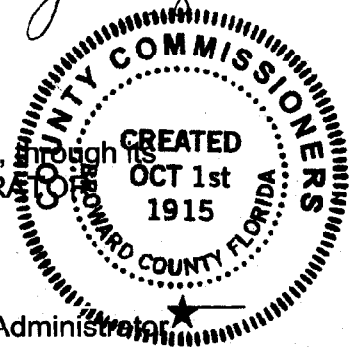
*MaryAnne Darby*  
MARYANNE DARBY

Insurance Requirements approved  
by Broward County  
Risk Management Division

By *[Signature]* *11/29/12*  
Signature (Date)  
Risk Management Division  
Jacqueline A. Binns  
Print Name and Title above  
Risk Insurance and  
Contracts Manager

COUNTY:

BROWARD COUNTY,  
COUNTY ADMINISTRATOR



By *[Signature]*  
for County Administrator  
11<sup>th</sup> day of December, 20 12

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By *[Signature]* *12/3/12*  
Sharon V. Thorsen  
Senior Assistant County Attorney

APPROVED:  
*[Signature]* *12/12/12*  
Noel M. Pfeffer, Deputy County Attorney



FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR COMMUNITY BUS SERVICE

CITY:

Approved by Resolution No. 2012-68

Dated August

ATTEST:

CITY OF COCONUT CREEK

*Barbara Stee*  
City Clerk

By *David J. Rivera*  
David J. Rivera, City Manager

15 day of August 2012

APPROVED AS TO FORM:

*Nancy A. Cousins*  
City Attorney  
**NANCY A. COUSINS**

Mayor

SVT:slw  
CommunityBusCoconutCreekStandardFirstAmendment  
7/25/12  
7/19/12  
10-114.02

**CERTIFICATE OF COVERAGE**

ISSUED ON: 10/3/2012

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL1 0062801 12-05

COVERAGE PERIOD: 10/1/2012 TO 10/1/2013 12:01 AM

**COVERAGES:** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to: Certificate Holder  
**Broward County BOCC - Purchasing Division / Mass Transit**  
 115 S. Andrews Avenue, Suite 212, Fort Lauderdale, FL 33301  
 Attn: Irv Minney

*Designated Member*  
**City of Coconut Creek**  
 4800 W. Copans Road  
 Coconut Creek, FL 33063

**LIABILITY COVERAGE**

- X Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$1,000,000 / N/A                      \$0 Deductible
- X Public Officials Liability**  
 Limit \$2,000,000                              \$2,500 Deductible
- X Employment Practices Liability**  
 Limit \$2,000,000                              \$2,500 Deductible
- X Employee Benefits Liability**  
 Limit \$1,000,000 / N/A                      \$0 Deductible
- X Law Enforcement Liability**  
 Limit \$1,000,000                              \$2,500 Deductible

**WORKERS' COMPENSATION COVERAGE**

WC AGREEMENT NUMBER: WC FL1 0062801 12-05

- Self Insured Workers' Compensation**
- X Statutory Workers' Compensation**
- X Employers Liability**  
 \$1,000,000 Each Accident  
 \$1,000,000 By Disease  
 \$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**

- Buildings & Personal Property**  
 Limit  
*Note: See coverage agreement for details on wind, flood, and other deductibles.*
- Rented, Borrowed and Leased Equipment**  
 Limit
- All other Inland Marine**  
 Limit

**AUTOMOBILE COVERAGE**

- Automobile Liability**  
 Limit \$1,000,000                      \$0 Deductible
- X All Owned**  
 Specifically Described Autos
- X Hired Autos**
- X Non-Owned Autos**
- Automobile Physical Damage**  
 Comprehensive  
 Collision  
 Hired Auto with limit of

**Garage Keepers**

- Liability Limit
- Liability Deductible
- Comprehensive Deductible
- Collision Deductible

NOTE: The most we will pay is further limited by the limitations set forth in Section 768.28(5), Florida Statutes (2010) or the equivalent limitations of successor law which are applicable at the time of the loss.

**Description of Operations/ Locations/ Vehicles/Special items:**  
 Certificate holder is listed as an additional covered party per the attached PGIT 902 Form with respect to the Community Bus Agreement.  
 This section completed by member's agent, who bears complete responsibility and liability for its accuracy.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

**Administrator**  
 Public Risk Underw. IL-nsD  
 P.O. Box 958455  
 Lake Mary, FL 32795-8455

CANCELLATIONS  
 SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL ENDEAVOR TO MAIL 60 DAYS WRITTEN NOTICE, OR 10 DAYS WRITTEN NOTICE FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER NAMED ABOVE. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.

**Producer**  
 Public Risk Insurance Agency  
 P. O. Box 2416  
 Daytona Beach, FL 32115

*William E...*  
 AUTHORIZED REPRESENTATIVE

## PUBLIC ENTITY

### AUTOMATIC ADDITIONAL COVERED PARTIES

**THIS ENDORSEMENT CHANGES THE AGREEMENT. PLEASE READ IT CAREFULLY.**

This endorsement modifies coverage provided under the **AUTOMOBILE COVERAGE FORM, PGIT 300**, the **GENERAL LIABILITY COVERAGE FORM, PGIT 200** and the **PROPERTY AND INLAND MARINE COVERAGE FORM, PGIT 104**

Where indicated by (x) below, coverage applies to the person(s) or organization(s) as their interest may appear. The provisions in this endorsement do not supersede Florida Statute 768.28, Article 10 § 13 of the Florida Constitution, or any other Statute or law limiting whom a Public Entity can indemnify.

**X ADDITIONAL COVERED PARTY - BY CONTRACT, AGREEMENT OR PERMIT**  
**SECTION I - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written "insured contract" to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of your operations, "your work" or facilities owned or used by you.

The coverage afforded to the Additional Covered Party does not apply:

- (1) Unless the written "insured contract", agreement or permit was executed prior to the "bodily injury," "property damage," "personal injury" or "advertising injury;"
- (2) To any person(s) or organization(s) included as a Covered Party under this coverage agreement or by an endorsement made part of this coverage agreement.

**X ADDITIONAL COVERED PARTY - OWNERS OF LEASED EQUIPMENT**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written equipment lease or rental agreement to name as a Covered Party, but only with respect to liability arising out of the sole negligence of the Covered Party, and only while such equipment is in the care, custody or control of the Covered Party, or any employee or agent of the Covered Party.

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to lease or rent the equipment;
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**X** **ADDITIONAL COVERED PARTY - MANAGERS OR LESSORS OF PREMISES**  
**SECTION II - WHO IS A COVERED PARTY**

is amended to include any person(s) or organization(s) (hereinafter called Additional Covered Party) with whom you agree in a written agreement to name as a Covered Party, but only with respect to liability arising, in whole or in part, out of the "premises" leased to you by such person(s) or organization(s).

The coverage afforded to the Additional Covered Party does not apply to:

- (1) "Bodily injury" or "property damage" occurring after you cease to be a tenant in that "premises";
- (2) "Bodily injury" or "property damage" arising out of any negligence of the Additional Covered Party;
- (3) Structural alterations, new construction or demolition operations performed by or on behalf of the Additional Covered Party;
- (4) Liability assumed by the Additional Covered Party under any contract or agreement;
- (5) "Property damage" to:
  - (a) Property owned, used, occupied by, or rented to the Additional Covered Party;
  - (b) Property in the care, custody or control of the Additional Covered Party or its employees or agents, or of which the Additional Covered Party, its employees or agents are for any purpose exercising physical control.

**Notwithstanding any other provision of this agreement, nothing in this agreement shall be construed as a waiver of the Covered Party's sovereign immunity nor shall any provision of this agreement increase the liability of the covered party, or the sums for which the covered party may be liable, beyond the limits provided in §768.28, Florida Statutes.**



# Revised Exhibit A

## South Route

NW 22 St & Lyons Rd	1	8:20a 7:30a	2	8:30 7:40	3	8:57a 7:57a	4	7:00a 8:00a	5	7:00a 8:00a	6	7:15a 8:15a	7	7:14a 8:14a	8	8:20a 7:20a	9	7:30a 8:30a	10	7:37a 8:37a	11	7:51a 8:51a	12	8:04a 9:04a	13	8:04a 9:04a	14	8:21a 9:21a	15	8:21a 9:21a	16	8:27a 9:27a	17	8:30a 9:30a
Atlantic Blvd & US 441		8:53 8:03		8:57a 8:07a		9:57a 8:57a		10:00a 9:00a		10:00a 9:00a		10:15a 9:15a		10:14a 9:14a		10:20a 9:20a		10:30a 9:30a		10:37a 9:37a		10:51a 9:51a		10:04a 9:04a		10:04a 9:04a		10:21a 9:21a		10:21a 9:21a		10:27a 9:27a		10:30a 9:30a
DC North Campus		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Capitol Creek Community Center		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Lyons Rd & Wynwood		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Capitol Rd & Canters Park		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Festival Marketplace		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
NW 42 Ave		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
McDonalds Sample Rd & Festival Marketplace		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Capitol Rd & Canters Park		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Lyons Rd & Wynwood		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Capitol Creek Community Center		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
DC North Campus		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
Atlantic Blvd & US 441		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a
NW 22 St & Lyons Rd		8:53 8:03		9:57a 8:57a		10:57a 9:57a		11:00a 10:00a		11:00a 10:00a		11:15a 10:15a		11:14a 10:14a		11:20a 10:20a		11:30a 10:30a		11:37a 10:37a		11:51a 10:51a		11:04a 10:04a		11:04a 10:04a		11:21a 10:21a		11:21a 10:21a		11:27a 10:27a		11:30a 10:30a

# Revised Exhibit A

## North Route

MASSACHUSETTS  
DEPARTMENT OF  
TRANSPORTATION

Stop	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19					
Copans Rd & NW 42 Ave	7:00a	8:13a	9:20a	10:20a	11:20a	12:20p	1:30p	2:30p	3:30p	4:30p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p
Wiles Rd & Evergreen Lakes	8:00a	9:13a	10:20a	11:20a	12:20p	1:30p	2:30p	3:30p	4:30p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p
Wiles Rd &	9:00a	10:13a	11:20a	12:20p	1:30p	2:30p	3:30p	4:30p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p
Evergreen Lakes	10:00a	11:13a	12:20p	1:30p	2:30p	3:30p	4:30p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p
Wiles Rd & Turtlo Run	11:00a	12:13p	1:20p	2:30p	3:30p	4:30p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p
Plan West Hill	12:00p	1:13p	2:20p	3:30p	4:30p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Seminole Centre	1:00p	2:13p	3:20p	4:30p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Copans Rd & NW 42 Ave	2:00p	3:13p	4:20p	5:01p	6:01a	7:14a	8:21a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Winton Park Blvd & NW 39 Ave	3:00p	4:13p	5:20p	6:01p	7:01a	8:14a	9:21a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Hilbert Blvd & NW 39 Ave	4:00p	5:13p	6:20p	7:01p	8:01a	9:14a	10:21a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Johnson Rd & US 441	5:00p	6:13p	7:20p	8:01p	9:01a	10:14a	11:21a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Johnson Rd & US 441	6:00p	7:13p	8:20p	9:01p	10:01a	11:14a	12:21p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Recreational Complex	7:00p	8:13p	9:20p	10:01p	11:01a	12:14p	1:21p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Copans Rd & NW 42 Ave	8:00p	9:13p	10:20p	11:01p	12:01a	1:14p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Winton Park Blvd & NW 42 Ave	9:00p	10:13p	11:20p	12:01p	1:01a	2:14p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Winton Park Blvd & NW 42 Ave	10:00p	11:13p	12:20p	1:01p	2:01a	3:14p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Winton Park Blvd & NW 42 Ave	11:00p	12:13p	1:20p	2:01p	3:01a	4:14p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Winton Park Blvd & NW 42 Ave	12:00p	1:13p	2:20p	3:01p	4:01a	5:14p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Copans Rd & NW 42 Ave	1:00p	2:13p	3:20p	4:01p	5:01a	6:14p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p
Copans Rd & NW 42 Ave	2:00p	3:13p	4:20p	5:01p	6:01a	7:14p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p
Copans Rd & NW 42 Ave	3:00p	4:13p	5:20p	6:01p	7:01a	8:14p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p
Copans Rd & NW 42 Ave	4:00p	5:13p	6:20p	7:01p	8:01a	9:14p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p
Copans Rd & NW 42 Ave	5:00p	6:13p	7:20p	8:01p	9:01a	10:14p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p
Copans Rd & NW 42 Ave	6:00p	7:13p	8:20p	9:01p	10:01a	11:14p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p
Copans Rd & NW 42 Ave	7:00p	8:13p	9:20p	10:01p	11:01a	12:14p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p	7:00p	8:00p	9:00p	10:00p	11:00p	12:00p	1:00p	2:00p	3:00p	4:00p	5:00p	6:00p
Copans Rd & NW 42 Ave	8:00p	9:13p	10:20p	11:01p	12:01a	1:14p	2:21p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Copans Rd & NW 42 Ave	9:00p	10:13p	11:20p	12:01p	1:01a	2:14p	3:21p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Copans Rd & NW 42 Ave	10:00p	11:13p	12:20p	1:01p	2:01a	3:14p	4:21p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Copans Rd & NW 42 Ave	11:00p	12:13p	1:20p	2:01p	3:01a	4:14p	5:21p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p
Copans Rd & NW 42 Ave	12:00p	1:13p	2:20p	3:01p	4:01a	5:14p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p	6:00p

BOLD type indicates PM hours

# Exhibit "F"

## City of Coconut Creek

FY 2013

### Community Bus Service- "N" Route (\$15.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly
2	Weekday	7:00a-6:00p	60 min	20.00	250	\$15.00	\$ 75,000.00
2	Saturday	7:00a-6:00p	60 min	20.00	52	\$15.00	\$ 15,600.00
<b>Subtotal</b>							<b>\$ 90,600.00</b>

### Community Bus Service - "S" Route (\$15.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly
2	Weekday	6:30a-6:00p	60 min	21.00	250	\$15.00	\$ 78,750.00
2	Saturday	6:30a-6:00p	60 min	21.00	52	\$15.00	\$ 16,380.00
<b>Subtotal</b>							<b>\$ 95,130.00</b>

Total \$ 185,730.00





Transportation Department  
Transit Division – Service and Capital Planning  
One University Drive, Plantation, FL 33324, Room 3100 A

May 24, 2012

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

David J. Rivera, City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063

RE: Interlocal Agreement between Broward County and the City of Coconut Creek for Public Transportation Services

Dear Mr. Rivera:

Pursuant to Article 4, Term and Time of Performance, Section 4.1, I am hereby extending the term of the above-referenced Interlocal Agreement for an additional one-year period from October 1, 2012 through September 30, 2013.

Upon acceptance of this one-year extension, please sign and return this letter to Irvin Minney, Community Transit Officer to the address listed above no later than Friday, June 22, 2012. Should you have any questions, please contact Irvin Minney at (954) 357-7713 or e-mail [iminney@broward.org](mailto:iminney@broward.org).

Sincerely

Barney McCoy, Transit Manager  
Service and Capital Planning  
Transit Division

C: Irvin Minney, Community Transit Officer, Service and Capital Planning, Transit Division  
Suzanne Monington, Fleet contract Coordinator, Coconut Creek  
Jim Berkman, Director of Public Works, Coconut Creek

**ON BEHALF OF THE CITY OF COCONUT CREEK, I HEREBY ACCEPT THE TERM EXTENSION, AS REFERENCED ABOVE, OF THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR PUBLIC TRANSPORTATION SERVICES.**

Signature

DAVID J. RIVERA, CITY MANAGER

Print Name and Title

MAY 29, 2012

Date

RESOLUTION NO. 2009-102

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES; PROVIDING AN EFFECTIVE DATE

WHEREAS, Broward County is leasing to the City of Coconut Creek four (4) buses to operate a community transportation program; and

WHEREAS, Broward County has established partial funding distribution methods to support local transportation services; and

WHEREAS, the existing agreement with Broward County expires on September 30, 2009; and.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:

**Section 1:** That the City Manager, or his designee, is hereby authorized to execute the attached agreement between the City of Coconut Creek and Broward County for public transportation services.

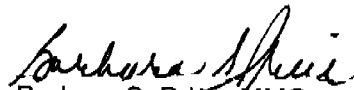
**Section 2:** That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 24th day of September, 2009 on a motion by  
Commissioner Tooley and seconded by Commissioner Sarbone .

Ayes	<u>4</u>
Nays	<u>0</u>
Absent or	
Abstaining	<u>1</u>

  
Marilyn Gerber, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

Gerber	Absent
Aronson	Aye
Sarbone	Aye
Tooley	Aye
Belvedere	Aye

JD:bf  
\\pdcl\data\Public Services\BFink\Documents\resolutions\reso 2009-04-interlocal bus agreement.doc  
09-08-09



# AGENDA ITEM REPORT

**DATE:** September 24, 2009

10

**ITEM:**

A RESOLUTION AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY FOR PUBLIC TRANSPORTATION SERVICES (RESOLUTION NO. 2009-102)

**SUMMARY:**

*Today / Laubone 4-0 vote  
Carber absent*

The current Interlocal Agreement with Broward County will expire on September 30, 2009. This proposed agreement shall remain in effect through September 30, 2012 and provides for two (2) additional one-year extensions. The City of Coconut Creek has determined that it is in the best interest and welfare for the residents of the City to continue to provide transportation services to the community with a two-route program with four buses in service. By providing this service to the residents it allows them to travel within our City and also gives them access to other forms of public transit services outside the City limits.

Broward County will provide \$142,717.50 in funding for 2009/2010 fiscal year for the operation of the City's two bus routes. This represents \$15 per bus service hour.

**DEPARTMENT:** Public Services

**COCONUT CREEK  
CITY COMMISSION  
FINANCIAL IMPACT REPORT**

**DEPARTMENT NAME:**

Public Services

**AGENDA ITEM:**

A Resolution authorizing the City Manager, or his designee, to execute an Interlocal Agreement between Broward County and the City for public transportation services.

**EXPENDITURE IMPACT:**

ACCOUNT NUMBER	BUDGET	ENCUMBRANCES	YEAR TO DATE EXPENDITURES	AVAILABLE BALANCE	EXPENDITURE RELATED TO THIS AGENDA ITEM	REMAINING BALANCE
				\$0		\$0
				\$0		\$0
				\$0		\$0
<b>TOTAL ITEM AMOUNT</b>					<b>\$0</b>	

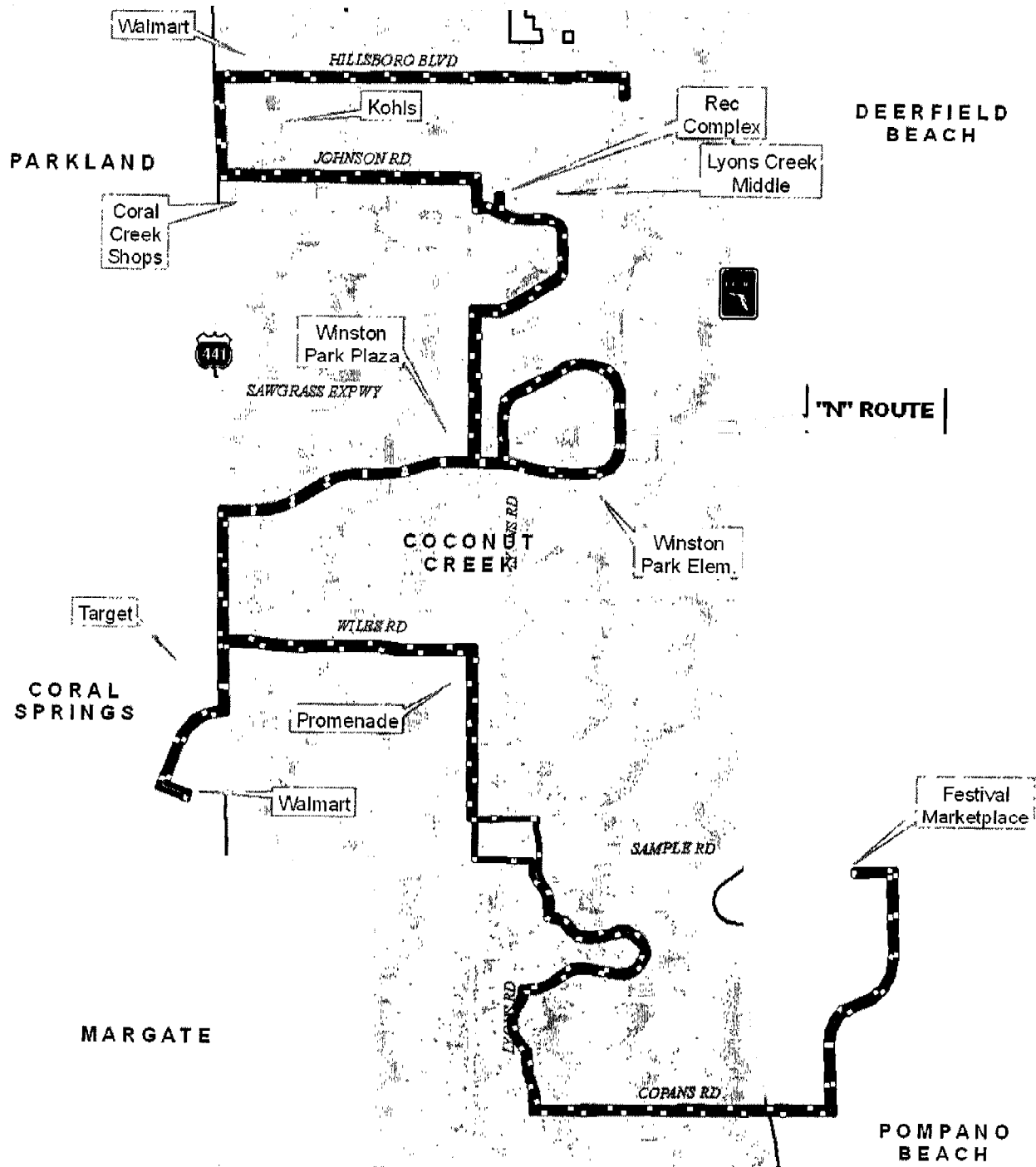
**BUDGET TRANSFERS:**

TRANSFER FROM ACCOUNT NUMBER	TRANSFER FROM ACCOUNT DESCRIPTION	AVAILABLE BALANCE	AMOUNT OF TRANSFER	TRANSFER TO ACCOUNT NUMBER	TRANSFER TO ACCOUNT DESCRIPTION
<b>TOTAL BUDGET TRANSFERS</b>			<b>\$0</b>		

**ADDITIONAL REVENUES:**

ACCOUNT NUMBER/ DESCRIPTION	BUDGET	REVENUES TO DATE	REVENUES RELATED TO AGENDA ITEM	ADJUSTED REVENUES TO DATE
FY2010				\$0
11-V33815	\$87,600		\$142,718	
<b>TOTAL ITEM AMOUNT</b>			<b>\$142,718</b>	

# "N" BUS ROUTE



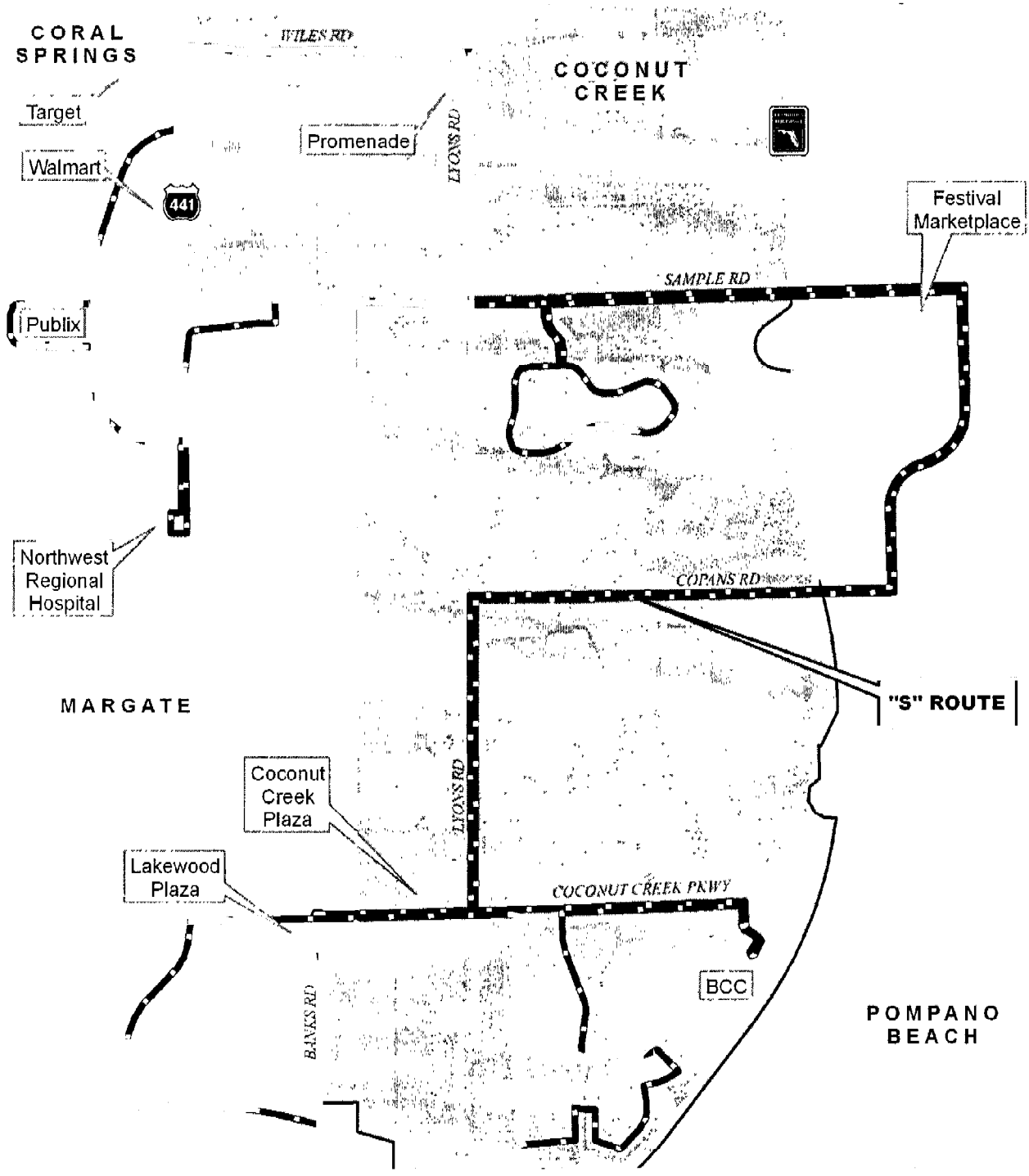
City of Coconut Creek  
Public Works Dept.  
September 24, 2009  
**SCHEDULED AGENDA ITEM**



0 0.5 1 Miles



# "S" BUS ROUTE



City of Coconut Creek  
City Commission  
SEPTEMBER 25, 2008  
**SCHEDULED AGENDA ITEM**



0 0.5

Miles  
1



Coconut Creek C.I.S  
I.T. Department

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

COMMUNITY BUS SERVICE



INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

COMMUNITY BUS SERVICE

This is an Agreement made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF COCONUT CREEK, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 2  
SCOPE OF SERVICES  
SERVICES TO BE PROVIDED BY CITY

- 2.1 CITY shall provide public transportation services within the CITY at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by CITY shall be effective only upon the written consent of Contract Administrator.

The services to be provided shall include the following:

- 2.1.1 Service shall be provided a minimum of twenty four (24) hours a week to certain locations and at scheduled intervals as listed on the attached Exhibit "A." CITY acknowledges and agrees that it shall not deviate or make changes to the service routes established in Exhibit "A," including but not limited to a decrease or increase in revenue service hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1, and COUNTY shall not compensate CITY for any deviations or changes from the service routes established in Exhibit "A" without the prior written consent of Contract Administrator.
- 2.1.2 If CITY determines a fare to be appropriate prior to beginning service under the terms of this Agreement, CITY may institute such fare; provided, however, that such fare shall never exceed one-half (1/2) of the fixed-route, full adult COUNTY fare. A public hearing shall be held by the CITY prior to the institution of any proposed fare or fare increase. COUNTY must approve, in writing, the imposition of a fare prior to implementation by CITY.
- 2.1.3 CITY, in compliance with the provisions of 49 USC Section 5307(d)(l), shall hold a public hearing before its City Commission as follows:
- (1) Prior to the implementation or change in fares.
  - (2) Prior to any change in service affecting twenty-five percent (25%) or more to the route miles, when calculated on total route miles or on daily revenue miles.
  - (3) Prior to establishing a new transit route.
  - (4) Prior to discontinuing any transit route in its entirety.

- (5) Prior to implementing headway adjustments of more than ten (10) minutes during peak service hours or more than twenty (20) minutes during non-peak hours.

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

- (1) A description of the contemplated service or fare change, as appropriate.
- (2) The date, time, and accessible location of the hearing.
- (3) The location and addressee to whom written comments may be sent.
- (4) Criteria for requesting available accommodations and alternative formats.

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

- 2.1.4 CITY shall provide COUNTY with the notice and minutes of all public hearings held to satisfy the requirements of 49 USC Section 5307(d)(1)(I).
- 2.1.5 It shall be the responsibility of CITY to obtain any necessary permission to access or encroach upon any private property for use as an origin and/or destination associated with this Agreement.
- 2.1.6 Within six (6) months after the start of service, CITY shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle operated by CITY. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any six (6) month period shall constitute a breach of this Agreement, entitling COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within ten (10) days of receipt by CITY of the notice of termination.

- 2.1.7 Vehicle(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by CITY or its contractors. These employees shall provide full utilization of Vehicle(s) to disabled passengers. CITY or its contractor shall obtain driving and criminal background checks for all operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY and/or its contractor shall require its operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking).
- 2.1.8 CITY, or its third party contractor, shall not permit any driver to operate a Vehicle provided herein whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:
- (a) Driver must have been a licensed driver for at least three (3) years (Time spent driving on a learner's permit does not count towards this requirement).
  - (b) No more than one (1) moving violation in the past three (3) years.
  - (c) No AT-FAULT accidents in the last three (3) years.
  - (d) No Failures to Appear or Failures to Pay in the last three (3) years.
  - (e) No Reckless Driving within the last seven (7) years.
  - (f) No Driving Under the Influence within the last seven (7) years. Two convictions (lifetime) for DUI is an automatic disqualification.
  - (g) No suspensions within the last three (3) years (one suspension for PIP permitted).
  - (h) No Manslaughter resulting from the operation of a motor vehicle.
  - (i) No Hit-Run or Hit-Run Property Damage.
  - (j) No Reckless Driving causing injury.
  - (k) No Driving Under the Influence causing injury.
  - (l) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

- 2.1.9 Florida Commercial Driver's License operators hired by CITY or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.10 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that CITY's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.11 CITY shall maintain the Vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep Vehicle(s) in reasonable condition at all times.
- 2.1.12 CITY while providing the community bus activities addressed herein shall comply, and assures the compliance of any third party contractor, with the applicable laws and regulations relating to nondiscrimination on the basis of disability:
1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S. C. Section 794, prohibits discrimination on the basis of disability by recipients of Federal financial assistance.
  2. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
  3. DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.
- 2.1.13 In accordance with Broward County Ordinance 92-8, CITY certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event CITY contracts with a third party to perform the services addressed herein, such contractor shall comply with COUNTY's Drug-Free Workplace Program requirements.

2.1.14 CITY agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event CITY subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by Contract Administrator must be included in any subsequent agreement. CITY further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the BCT Director (a model format for certifying compliance is attached as Exhibit "D").

2.1.15 CITY agrees to prepare, maintain, and submit annual reports to COUNTY summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to COUNTY by a date determined by Contract Administrator, but no later than February 15<sup>th</sup> of each year. Additionally, CITY shall provide quarterly reports to COUNTY summarizing its drug and alcohol testing results and shall permit COUNTY to inspect its records during site visits, to ensure compliance with program requirements.

2.1.16 CITY agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and COUNTY-assigned identification number shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

2.1.17 CITY shall maintain certain records of information and data in the format prescribed by COUNTY. CITY shall supply the reports listed below to COUNTY pursuant to the schedule as set forth below. Reports shall be transmitted to COUNTY in a format that can be read and updated using standard software tools compatible with COUNTY's system, such as Microsoft Excel, Microsoft Word and Acrobat Reader.

Immediately:

Reports of all accidents/incidents (loss of life, injuries, stoppage, or major disruption of service)

Monthly by the seventh (7) business day of each month:

Ridership report (# of passengers, revenue miles, Vehicle miles, per Vehicle)

Current roster of drivers

Revenue Vehicle System Failure (mechanical failure of Vehicle that occurs in revenue service).

Fuel usage for revenue service Vehicles in gallons

Complaint summary as required in Article 3 herein

Yearly:

Vehicle inventory and mileage on each Vehicle

Current insurance certificate in accordance with COUNTY requirements

National Transit Database Operating Expenses Summary Form

Safety Certification to COUNTY no later than February 15<sup>th</sup> annually for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SPP), and the performance of safety inspections on all Vehicles operated by CITY or its contractors. The Safety Certifications shall comply with the 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.

2.1.18 CITY shall at all times have and maintain in proper working order a dedicated TTY number.

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

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

2.1.20 CITY shall be solely responsible to provide, during the term of this Agreement, a high quality community bus service which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to

provide the transportation, scheduling, dispatching, reporting, and monitoring of the community bus service required herein throughout the term of this Agreement.

- 2.1.21 CITY service shall connect with regular COUNTY bus routes and community bus routes, as set forth in Exhibit "A."
  - 2.1.22 CITY agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth in 49 CFR Part 604. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.
  - 2.1.23 CITY shall comply with the provisions of 49 U.S.C. 5323(f) and 49 CFR Part 605, and may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, Vehicles, or facilities
- 2.2 Maintenance of Vehicles. CITY shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s). CITY shall perform additional cleaning and extermination for pests in the Vehicle(s). All equipment on the Vehicle(s) shall be maintained in a fully and proper operable condition at all times (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CITY agrees to maintain all Vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.
- 2.2.1 CITY shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CITY shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day and shall utilize the form attached hereto attached hereto as Exhibit "G." In addition, CITY shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle(s).
  - 2.2.2 COUNTY may conduct periodic inspections using its own or contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufacturers' specification and any Vehicle not determined by COUNTY to be acceptable will be removed from service by CITY and all deficiencies corrected immediately. At COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.



- 2.2.3 CITY agrees to allow such on-board surveys and/or inspections as may be requested by COUNTY. COUNTY shall have the right to inspect the Vehicle(s) during CITY's regular hours or at any time in case of emergency to determine whether CITY has complied with and is complying with the terms and conditions of this Agreement. COUNTY may, at its discretion, require CITY to effect repairs.
- 2.3 CITY shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and COUNTY regulations, laws, and licensing requirements prior to and at all times while operating Vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.
- 2.4 Safety and Security Reporting Requirements. CITY shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:
- (a) CITY shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit Vehicle. A Major Incident involves one of the following conditions:
- ☐ A fatality due to an incident which shall include suicides, but does not include deaths by natural causes, or death not associated with an incident
  - ☐ Injuries requiring immediate medical attention away from the scene for one or more persons
  - ☐ Total property damage is equal to or in excess of \$25,000.00
  - ☐ An evacuation due to life safety reasons
- (b) A summary report of all Non-Major Incidents involving a transit Vehicle. A Non-Major Incident involves one of the following conditions:
- ☐ Where one person is transported for off-site medical care
  - ☐ Total property damage is equal to or in excess of \$7,500.00, but less than \$25,000.00
  - ☐ All non-arson fires not qualifying as Major Incidents
  - ☐ All crimes aboard transit Vehicle(s) and resulting arrests.
- 2.5 Minimum Standards. CITY agrees to comply with the following minimum standards:
- (a) CITY, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

- (b) CITY agrees to comply with the following minimum standards:
- (1) Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies, with the safety standards set forth in Rule 14-90.
  - (2) Make the SSPP and SPP available for review and/or inspection at least annually and upon request of COUNTY.
  - (3) Permit inspections, safety and security review by COUNTY and/ or the state of Florida.
  - (4) Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.
  - (5) All Vehicle(s) shall be kept clean and orderly during all times of active service.
  - (6) All accidents shall be reported immediately to the police.
  - (7) Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.
  - (8) Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
  - (9) All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
  - (10) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
  - (11) The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
  - (12) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

- (13) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- (14) The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.
- (15) Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

## SERVICES TO BE PROVIDED BY COUNTY

### 2.6 EQUIPMENT

- 2.6.1 COUNTY shall lease to CITY four (4) wheelchair accessible, passenger Vehicle(s), as described on Exhibit "E" to be used in regular route 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. These 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.
- 2.6.2 Vehicle(s) used by CITY, or its subcontractor, to provide services pursuant to this Agreement, shall be equipped with bicycle racks or similar device used to transport non-motorized bicycles.
- 2.6.3 COUNTY shall provide the manufacturers' warranties and maintenance shop manuals to CITY.
- 2.6.4 COUNTY shall provide CITY with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation shall be the responsibility of CITY and must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, CITY desires to supply its own signage at its own expense such signage must be approved by COUNTY.
- 2.6.5 COUNTY, in its sole discretion, acting through its Contract Administrator, may authorize a replacement Vehicle(s). In the event that a Vehicle(s) is replaced, Exhibit "E" shall be updated. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

### 2.7 TECHNICAL ASSISTANCE

- 2.7.1 COUNTY shall provide Florida Commercial Driver's License operators hired by CITY or its contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver's License 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's License operators employed at any time during the term of this Agreement. In the event training is not available, Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the Vehicle(s), for Florida Commercial Driver's License operators to attend and complete COUNTY's training.

- 2.7.2 COUNTY shall assist CITY staff with any aspect of planning and scheduling of public transit routing that CITY might request.
  - 2.7.3 COUNTY shall print and provide CITY with bus route timetables sufficient to inform CITY residents and passengers of service made available as described in Exhibit "A" or any modification thereto.
- 2.8 CITY acknowledges and agrees that Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.9 EMERGENCY SERVICE.

- 2.9.1 In addition to the scheduled community bus service as set forth in Exhibit "A," CITY, upon direction of BCT, may be required to provide Emergency Service. Emergency 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 staff. The parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other city that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle that is utilized by another CITY as set forth above. Fares shall not be collected from passengers during Emergency Service.
- 2.9.2 Suspension of Operations: CITY may suspend all or a portion of service when said performance is made impossible by 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 any other unforeseeable cause beyond control of CITY or its contractor. CITY shall request verbal or written approval of COUNTY prior to suspending operations.
- 2.9.3 Emergency Response Plan: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, natural disasters and acts of terrorism. Plans for backup

telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

## 2.10 ADVERTISING

2.10.1 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009.

## ARTICLE 3 COMPLAINTS

3.1 CITY shall respond to complaints regarding the quality of service brought by patrons or by COUNTY on its own initiative or otherwise. Such response shall be provided by CITY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. CITY shall copy Contract Administrator on all correspondence. At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

3.1.1 CITY shall be required to resolve all written and oral complaints received from the public or COUNTY. CITY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.

3.1.2 CITY shall submit a monthly report to Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, CITY shall prepare and furnish such other reports as Contract Administrator may, from time to time, require.

## ARTICLE 4 TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2012; the term may be extended for up to two (2)

additional one (1) year periods upon written approval of Contract Administrator ninety days prior to the expiration date of the current term. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

- 4.2 Prior to beginning the performance of any services under this Agreement, CITY must receive a Notice to Proceed from Contract Administrator.

#### ARTICLE 5 FINANCIAL ASSISTANCE

- 5.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

5.1.1 Advance payments made by COUNTY to CITY for any quarter based on projected revenue service hours will be adjusted by COUNTY in future quarterly payments based on the actual revenue hours achieved.

- 5.2 The name of the official payee to whom COUNTY shall issue checks shall be the CITY OF COCONUT CREEK.

#### 5.3 METHOD OF BILLING AND PAYMENT

- 5.3.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s) under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof.

#### ARTICLE 6 CHANGES IN SCOPE OF SERVICES

- 6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.16 below.
- 6.2 Any appreciable changes in the level of services, as determined by Contract Administrator's sole discretion, to be provided by CITY as set forth herein shall only be implemented after COUNTY and CITY have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY once again providing public transportation services if ridership levels warrant expanded service.
- 6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by Contract Administrator.

**ARTICLE 7  
INDEMNIFICATION / GOVERNMENTAL IMMUNITY**

- 7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

**ARTICLE 8  
INSURANCE**

- 8.1 The parties hereto acknowledge that CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement. CITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.
- 8.2 If CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all

claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

Insurance: CITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of CITY's performance pursuant to the provisions of any agreement with CITY involving the Vehicle(s) provided hereunder, CITY shall deliver the original certificate of insurance required herein to COUNTY. CITY shall pay the premiums for all insurance required by this Agreement. CITY shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

## ARTICLE 9 TERMINATION

- 9.1 This Agreement may be terminated for cause by action of the Board or by CITY upon thirty (30) days' written notice by the party that elected to terminated, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 9.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this



Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.

- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 9.4 CITY acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration to CITY for COUNTY's right to terminate this Agreement for convenience.
- 9.5 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the equipment to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the equipment to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle prior to acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies indentified by the Maintenance Transit Manager.

## ARTICLE 10 MISCELLANEOUS

### 10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

### 10.2 AUDIT RIGHT 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 the Agreement. All books, records, and accounts of CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's and its subcontractors' records, CITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

### 10.3 EEO COMPLIANCE

CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 21 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. 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 ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). 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.

Consistent with the provisions of the Title VI, FTA Circular 4702.1A, CITY, as a grant recipient of FTA assisted funds, CITY shall ensure that transit services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin. Accordingly, CITY shall provide information to the public regarding its 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.

#### 10.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133,

Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

#### 10.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

#### 10.6 THIRD PARTY BENEFICIARIES

Neither CITY nor COUNTY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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.

#### 10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director  
Broward County Transit Division  
3201 West Copans Road  
Pompano Beach, FL 33069

FOR CITY:

*Dayton J. Rivera, City Manager*  
City of Coconut Creek  
*4500 West Copans Road*  
*Coconut Creek, FL 33063*

## 10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except as authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he/she will render his/her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

## 10.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

CITY further agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, CITY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

#### 10.10 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms'-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 10.11 COMPLIANCE WITH LAWS

CITY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 10.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.13 JOINT PREPARATION

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 10.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

#### 10.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

#### 10.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 10.17 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### 10.18 HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event CITY is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CITY shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, CITY shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CITY's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall

survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

#### 10.19 PAYABLE INTEREST

- 10.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.
- 10.19.2. Rate of Interest. In any instance where the prohibition or limitations of Section 10.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

#### 10.20 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits A, B, C, D, E, F, G and H are incorporated into and made a part of this Agreement.

#### 10.21 REPRESENTATION OF AUTHORITY

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

#### 10.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)



IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2009, and CITY, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY:

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

By \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

Insurance requirements  
approved by Broward County  
Risk Management Division

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By \_\_\_\_\_

By \_\_\_\_\_  
Sharon V. Thorsen  
Senior Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR USE OF VEHICLES FOR COMMUNITY BUS SERVICE

CITY:

Approved by Resolution No. *2009 - 102*

Dated *September 24, 2009*

ATTEST:

*Barbara A. Spive*  
City Clerk

CITY OF *Coconut Creek*

By: *[Signature]*  
City Manager *David J. Rivera*

30 day of *September 2009*.

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: *[Signature]*  
City Attorney

*Paul S. Stuart*

SVT:slw  
8/26/09  
2009COCOCREEKstandard  
08-114.20

EXHIBIT H

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN  
BROWARD COUNTY, FLORIDA  
AND  
[INSERT COMPANY NAME HERE]  
FOR  
[INSERT AGREEMENT DESCRIPTION]

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and [INSERT COMPANY NAME HERE] (hereinafter called "Business Associate"), [INSERT COMPANY ADDRESS HERE], for [INSERT AGREEMENT DESCRIPTION HERE]:

[Date of original contract and date of most recent amendment], [hereinafter the "Existing Agreement."]

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: Definitions.

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR § 164 [hereinafter called, the "HIPAA Privacy Rule"].

## Section 2: Obligations and Activities of the Business Associate.

- 2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.
- 2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.
- 2.3 Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.
- 2.4 Business Associate agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- 2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the County or created or received on behalf of the County by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.
- 2.6 Business Associate agrees to provide access to the County to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR § 164.524.
- 2.7 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR § 164.526 in a timely manner.
- 2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the County or created or received on behalf of the County available to the County or to the Secretary of Health and Human Services or designee within five business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.
- 2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

- 2.10 Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR § 164.528.

### Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County that are communicated to the Business Associate in writing.
- 3.2 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to the County as permitted by 42 CFR § 164.504 (e)(2)(i)(B).
- 3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR § 164.504 (j)(1).

### Section 4: Obligations of the County.

- 4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.
- 4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.
- 4.3 The County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the County has agreed in accordance with 45 CFR § 164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.
- 4.4 The County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County.

Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to Contractors designated by the County.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY,  
FLORIDA AND \_\_\_\_\_ for \_\_\_\_\_

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and \_\_\_\_\_ for \_\_\_\_\_, on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same, and \_\_\_\_\_, duly authorized to execute same on behalf of \_\_\_\_\_

COUNTY

BROWARD COUNTY

WITNESSES:

By: \_\_\_\_\_, County Administrator

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

Approved as to form by  
Office of County Attorney

By: \_\_\_\_\_ (Date)  
Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES:

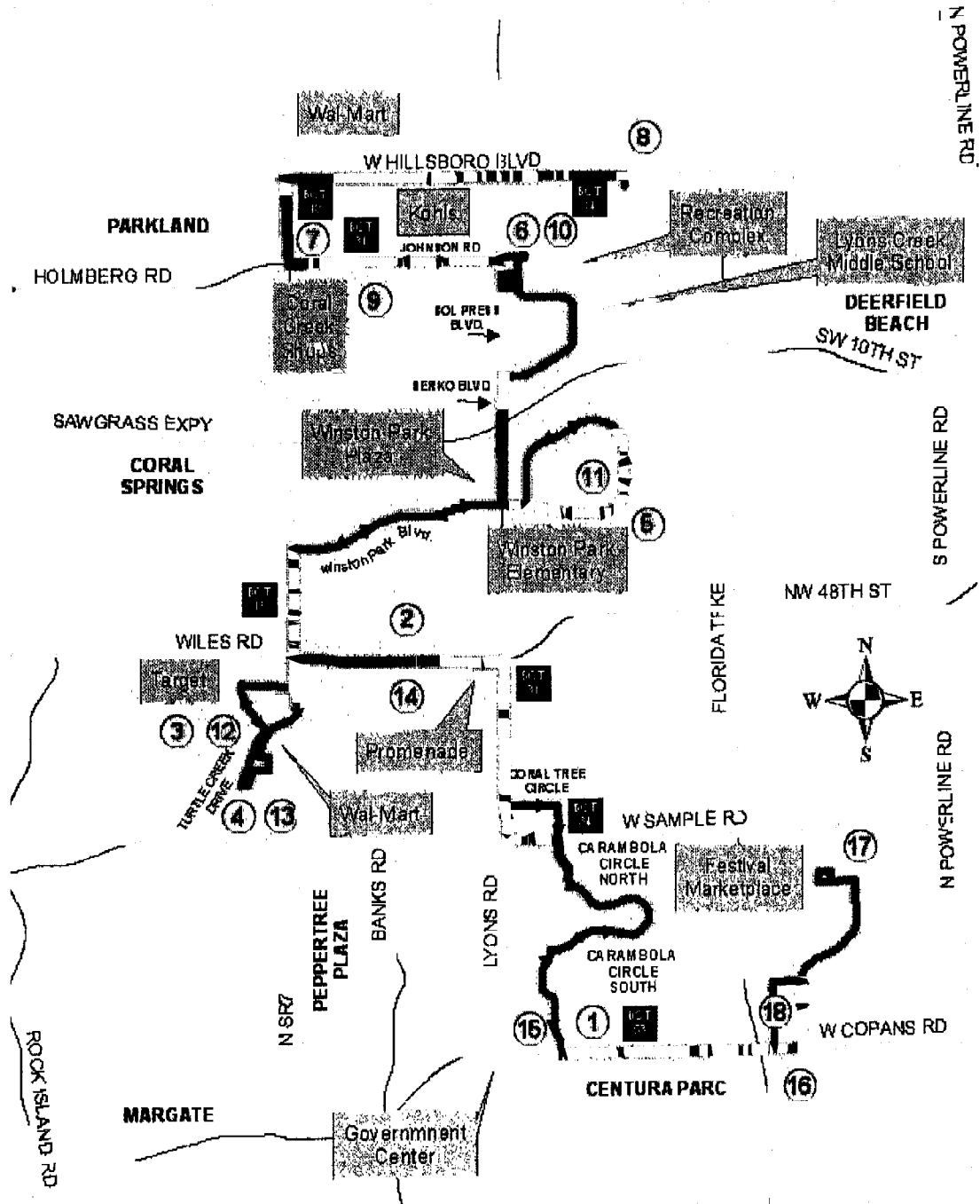
[INSERT NAME OF COMPANY]

By: \_\_\_\_\_  
[TYPE NAME AND TITLE]

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

# Exhibit A

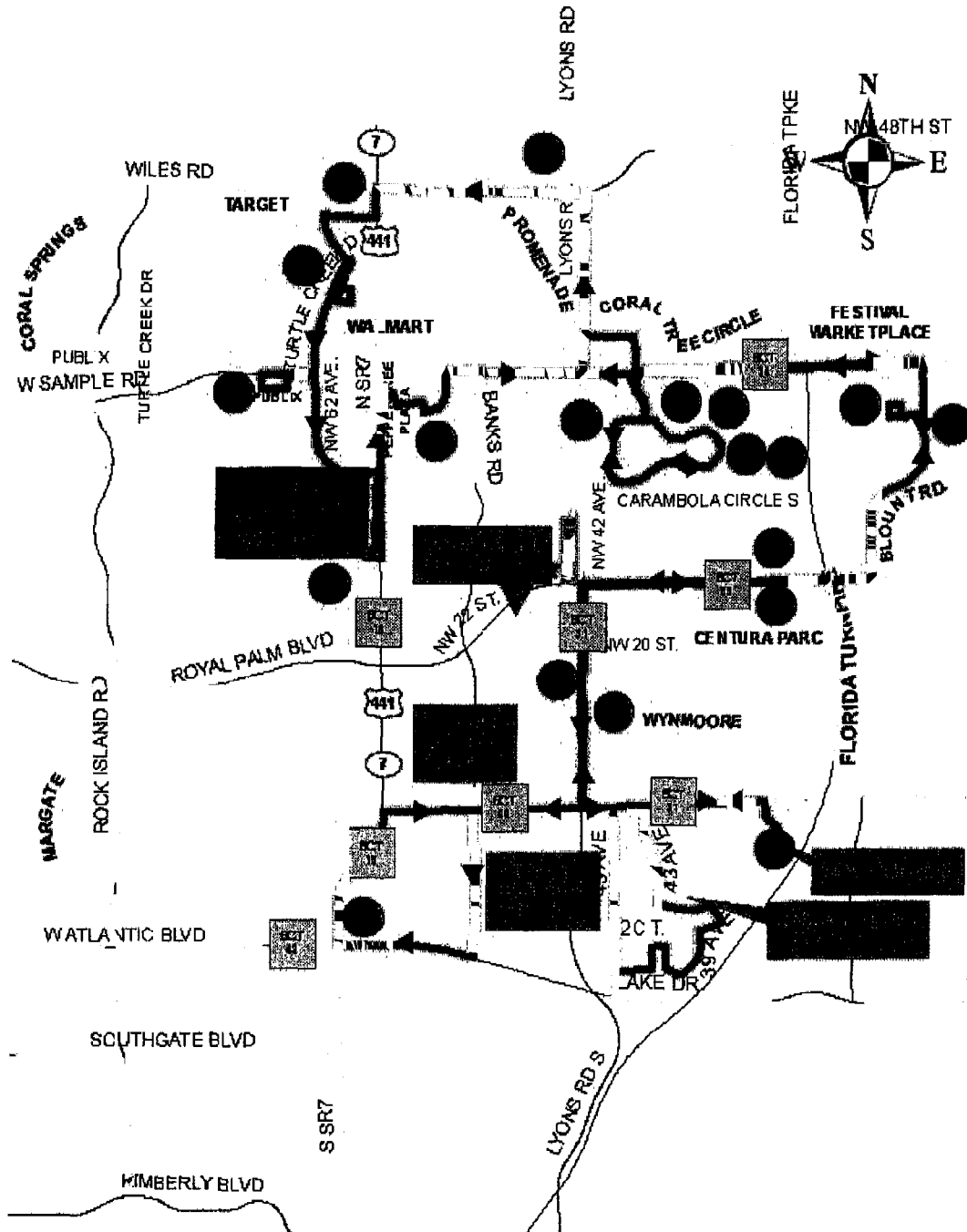
## Coconut Creek "N" ROUTE



AUGUST 28, 2009



# Coconut Creek "S" ROUTE



August 21, 2009

# EXHIBIT A COCONUT CREEK "N" Route

Weekdays and Saturdays

7:00	<b>1</b>	Copans Rd & NW 42 Ave	
8:00	<b>2</b>	Evergreen Lakaes / Wiles Road	
9:00	<b>3</b>	Super Target North Bound	
10:00	<b>4</b>	Turtle Creek Dr & Turtle Run Plaza Wal-Mart	
11:00	<b>5</b>	Winston Park Elementary -EB Winston Park Blvd.	
12:00	<b>6</b>	WB Coconut Creek Recreational Complex Lyons Creek Middle	
1:00	<b>7</b>	Coral Creek -Johnson Rd & US 441 WB	
2:00	<b>8</b>	Hillsboro Blvd & NW 39 Ave	
3:00	<b>9</b>	Coral Creek -Johnson Rd & US 441 WB	
4:00	<b>10</b>	SB Coconut Creek Recreational Complex - Lyons Creek Middle	
	<b>11</b>	Winston Park Elementary - WB Winston Park Blvd.	
	<b>12</b>	Super Target - SB	
	<b>13</b>	Turtle Creek Dr & Turtle Run Plaza - Wal-Mart SB	
	<b>14</b>	Wiles Road / Monarch High School EB	
	<b>15</b>	Copans Rd & NW 42 Ave	
	<b>16</b>	Copans Rd EB & Centura Park	
	<b>17</b>	Festival Marketplace	
	<b>18</b>	Copans Rd WB & Centura Park	
	<b>1</b>	Copans Rd & NW 42 Ave	

8/31/2009

## Exhibit A Coconut Creek "S" Route

Weekday and Saturday

6:30	6:41	6:55	7:00	7:05	7:21	7:29	7:30	7:38	7:46	7:50	7:54	7:59	8:03	8:08	8:10	8:12	8:21	8:26	8:30
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	1
NW 22 St & Lyons Rd	Atlantic Blvd & US 441	BC North Campus	Lyons Rd & Wynmoor	Copans Rd & Centura Park	Festival Marketplace	Carambola Circle & Applewood 2	Carambola Circle & Ginger Tree	Wiles & Lyons Roads	Super Target at Wiles	Turtle Creek Dr & Turtle Run Plz Wal-Mar	Publix Coral Landing	NW Medical Center	Peppertree Plaza Sample Rd & US 441	McDonalds Sample Rd & NW 42 A	Carambola Circle & Ginger Tree	Carambola Circle & Applewood 2	Festival Marketplace	Copans Rd & Centura Park	NW 22 St & Lyons Rd
7:30	7:41	7:55	8:00	8:05	8:21	8:29	8:30	8:38	8:46	8:50	8:54	8:59	9:03	9:08	9:10	9:12	9:21	9:26	9:30
8:30	8:41	8:55	9:00	9:05	9:21	9:29	9:30	9:38	9:46	9:50	9:54	9:59	10:03	10:08	10:10	10:12	10:21	10:26	10:30
9:30	9:41	9:55	10:00	10:05	10:21	10:29	10:30	10:38	10:46	10:50	10:54	10:59	11:03	11:08	11:10	11:12	11:21	11:26	11:30
10:30	10:41	10:55	11:00	11:05	11:21	11:29	11:30	11:38	11:46	11:50	11:54	11:59	12:03	12:08	12:10	12:12	12:21	12:26	12:30
11:30	11:41	11:55	12:00	12:05	12:21	12:29	12:30	12:38	12:46	12:50	12:54	12:59	1:03	1:08	1:10	1:12	1:21	1:26	1:30
12:30	12:41	12:55	1:00	1:05	1:21	1:29	1:30	1:38	1:46	1:50	1:54	1:59	2:03	2:08	2:10	2:12	2:21	2:26	2:30
1:30	1:41	1:55	2:00	2:05	2:21	2:29	2:30	2:38	2:46	2:50	2:54	2:59	3:03	3:08	3:10	3:12	3:21	3:26	3:30
2:30	2:41	2:55	3:00	3:05	3:21	3:29	3:30	3:38	3:46	3:50	3:54	3:59	4:03	4:08	4:10	4:12	4:21	4:26	4:30
3:30	3:41	3:55	4:00	4:05	4:21	4:29	4:30	4:38	4:46	4:50	4:54	4:59	5:03	5:08	5:10	5:12	5:21	5:26	5:30
4:30	4:41	4:55	5:00																
5:30	5:41	5:55	6:00																

8/31/2009

## **EXHIBIT "B"**

### **DRUG FREE WORKPLACE CERTIFICATION**

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

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substance is prohibited in the 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 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 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 under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar 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).

Authorized Signature and Title

Printed Name and Title

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this            day of            ,

20\_\_ , by            as            (Title)  
(Name of Person Whose Signature is Notarized)

of the            known to me to be the person described herein.

NOTARY PUBLIC

Signature

Print Name

My Commission Expires:

**Insurance Request for Community Bus Services**

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm & identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Mgt.

TYPE OF INSURANCE		Each Occurrence	Aggregate	
<b>GENERAL LIABILITY /</b>	Bodily Injury			
<input checked="" type="checkbox"/> Commercial General Liability	Property Damage			
<input checked="" type="checkbox"/> Premises-Operations	Bodily Injury and Property Damage Combined	\$1000K	\$2000K	
<input type="checkbox"/> Explosion and Collapse Hazard	Personal Injury		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.	
<input type="checkbox"/> Underground Hazard				
<input type="checkbox"/> Products/Completed Operations Hazard				
<input checked="" type="checkbox"/> Contractual Insurance				
<input checked="" type="checkbox"/> Broad Form Property Damage				
<input checked="" type="checkbox"/> Independent Contractors				
<input checked="" type="checkbox"/> Personal Injury				
<input checked="" type="checkbox"/> Garage Keepers Legal Liability				
<b>AUTO LIABILITY</b>	Bodily Injury (each person)			
<input checked="" type="checkbox"/> Comprehensive Form	Bodily Injury (each accident)			
<input checked="" type="checkbox"/> Owned	Property Damage			
<input checked="" type="checkbox"/> Hired	Bodily Injury and Property Damage Combined	\$1000K		
<input checked="" type="checkbox"/> Non-owned				
<input checked="" type="checkbox"/> Any Auto If applicable				
<input checked="" type="checkbox"/> <b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)</b>	<input checked="" type="checkbox"/> <b>STATUTORY</b>	(each accident)	\$100K MIN	
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY ~ E&amp;O</b>	Max. Ded. \$	VENDOR RESPONSIBLE FOR DEDUCTIBLE	\$	
<input type="checkbox"/> <b>PROPERTY COVERAGE/BUILDER'S RISK INCLUDING WIND AND FLOOD INSURANCE</b>	Max. Ded. \$ 10K All Perils except WIND and FLOOD	WIND and FLOOD DED - NOT TO EXCEED 5% OF COMPLETED VALUE	100% Replacement Cost	
<input type="checkbox"/> <b>CONTRACTOR RESPONSIBLE FOR DEDUCTIBLE</b>	Maximum Deductible	\$ 10K deductible	Project value	
<input type="checkbox"/> If project greater than \$50k - installation floater required for replacement of material, equipment, installation. All risk, agreed value.	Each Claim	VENDOR RESPONSIBLE FOR DEDUCTIBLE		

**Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County.**

Description of Operations/Locations/Vehicles: Certificate must show on general liability and excess liability **Additional Insured: Broward County Board of County Commissioners, Broward County, Florida.** Also when applicable certificate should show **B.C.B.C.C as a named insured for property and builders risk and as a loss payee for installation floater when coverage's are required.** Certificate Must be Signed and All applicable Deductibles shown. **CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.** Indicate bid number, RLI,RFP, & project manager on COI.

**NOTE \*** - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act  
**CANCELLATION: Thirty (30) Day written notice of cancellation required to the Certificate Holder:**



  
 Dawn Mehler  
 Risk Management Division  
 8/13/09  
 Date Issued

**EXHIBIT "D"**

**CERTIFICATE OF COMPLIANCE**

To: Director,  
Broward County Office of Transportation  
3201 West Copans Road  
Pompano Beach, Florida 33069

I, \_\_\_\_\_, \_\_\_\_\_, certify that  
Name Title  
\_\_\_\_\_ has established and implemented an anti-drug and  
Name of Contractor  
alcohol misuse prevention program in accordance with the terms of Federal Transit  
Administration (FTA) regulation 49 CFR Part 655. I further certify that employee  
training conducted under this program meets the requirements of this regulation.

Date

Signature

EXHIBIT "E"

City of Coconut Creek

Fiscal Year 2010

Assigned Vehicles for Fiscal Year 2010 to Route "N"

<b>Vehicle #</b>	<b><u>Year</u></b>	<b><u>Make</u></b>	<b><u>Seats</u></b>	<b><u>Asset</u></b>	<b><u>VIN</u></b>
M0519	2005	Ford E450	20	286809	1FDXE45P55HB38991
M0768	2007	EIDorado Aerotech 240	20	297582	1FDXE45P47DB05751

Assigned Vehicles for Fiscal Year 2010 to Route "S"

<b>Vehicle #</b>	<b><u>Year</u></b>	<b><u>Make</u></b>	<b><u>Seats</u></b>	<b><u>Asset</u></b>	<b><u>VIN</u></b>
M0763	2007	EIDorado Aerotech 240	20	297577	1FDXE45P07DB05729
M0769	2007	EIDorado Aerotech 240	20	297583	1FDXE45P67DB05752



EXHIBIT "F"

City of Coconut Creek

Annual Operating Funding for Fiscal Year 2010

Community Bus Service - "N" Route (\$15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
2	Weekday	"N"	7:00a-6:00p	60 min	20.00	255	\$15.00	\$ 76,500.00
2	Saturday	"N"	7:00a-6:00p	60 min	20.00	52	\$15.00	\$ 15,600.00
<b>Total Operating Funds for "N" Route</b>								<b>\$ 92,100.00</b>

Community Bus Service - "S" Route (\$15.00/Hour)

Buses	Service	Route	Frequency	Daily Service Hours	Daily Service Hours	Days	Funding for Revenue Hours	Annual Funding
2	Weekday	"S"	6:30a-6:00p	60 min	11.50	255	\$15.00	\$ 43,987.50
2	Saturday	"S"	6:30a-3:00p	60 min	8.50	52	\$15.00	\$ 6,630.00
<b>Total Operating Funds for "S" Route</b>								<b>\$ 50,617.50</b>

**Total Annual Operating Funds \$ 142,717.50**

# EXHIBIT "G"

## OPERATORS' MINI BUS PRE-INSPECTION REPORT

## OPERATOR'S MINI BUS DEFECT REPORT

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

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

FAREBOX REGISTER	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
GAUGES	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
MIRRORS	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WIPERS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
MIRRORS	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
MIRRORS	DOME	WIPERS	TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
MIRRORS	FARE BOX	WIPERS	SENSITIVE EDGE	SEAT	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
MIRRORS	TURN SIG.	WIPERS	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE	WIPERS	SMOKES	SEAT	PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
MIRRORS	OUTSIDE RIGHT	WIPERS	WATER/OIL LEAK	SEAT	HARD
	FRONT		NOISY		LOOSE
MIRRORS	REAR	WIPERS	WON'T CYCLE	SEAT	SHIMMY
	SIDE				

FAREBOX REGISTER	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
GAUGES	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
MIRRORS	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
LIGHTS	AIR	DOORS	NO INTERLOCK	WIPERS	HARD SHIFTING
	OIL		PULLS L/R		NOISY
MIRRORS	SPEEDOMETER	ENGINE	WON'T TRANSMIT	SEAT	NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
MIRRORS	VOLTS	WCHR.	OTHER	STEER	OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
MIRRORS	DOME	WIPERS	TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
MIRRORS	FARE BOX	WIPERS	SENSITIVE EDGE	SEAT	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
MIRRORS	TURN SIG.	WIPERS	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE	WIPERS	SMOKES	SEAT	PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
MIRRORS	OUTSIDE RIGHT	WIPERS	WATER/OIL LEAK	SEAT	HARD
	FRONT		NOISY		LOOSE
MIRRORS	REAR	WIPERS	WON'T CYCLE	SEAT	SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.  
IF BUS IS OK, PUT AN X IN THE OK BOX.

**OK**

MARK EACH DEFECT WITH AN X IN BOX.  
IF BUS IS OK, PUT AN X IN THE OK BOX.

**OK**

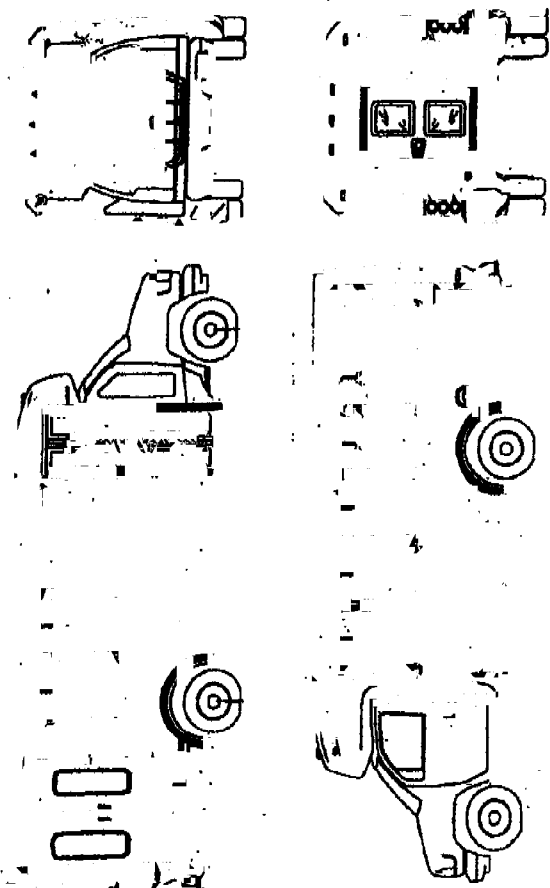
EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

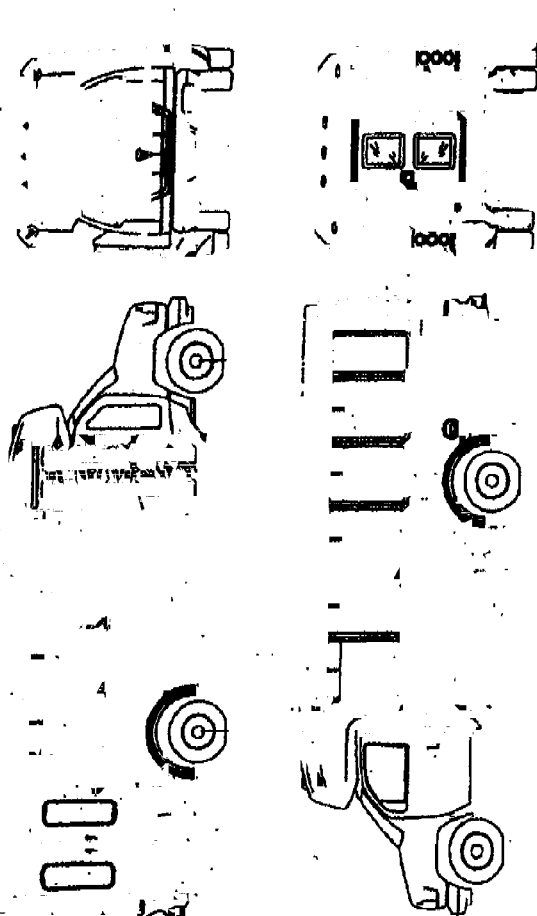
NOTES: \_\_\_\_\_  
ADDITIONAL INFORMATION

NOTES: \_\_\_\_\_  
ADDITIONAL INFORMATION

**MARK AREAS  
OF BODY  
DAMAGE  
ON THE BUS  
ILLUSTRATION**



**MARK AREAS  
OF BODY  
DAMAGE  
ON THE BUS  
ILLUSTRATION**



RESOLUTION NO. 2009-51

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE ATTACHED THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR PUBLIC TRANSPORTATION SERVICES BY EXTENDING SAID AGREEMENT THROUGH SEPTEMBER 30, 2009; PROVIDING AN EFFECTIVE DATE

**WHEREAS**, Broward County is faced with budget reductions; and

**WHEREAS**, Broward County is reducing community bus operational subsidies;  
and

**WHEREAS**, The City of Coconut Creek's "N" route will continue to operate and receive subsidies from Broward County;

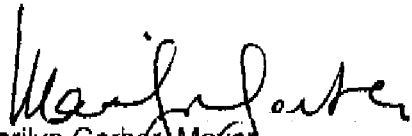
**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Manager, or his designee, is hereby authorized to execute the attached Third Amendment to Agreement between Broward County and the City of Coconut Creek through September 30, 2009 for Public Transportation Services.

**Section 2:** That this Resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 23rd day of April, 2009 on a motion by Vice Mayor Aronson, and seconded by Commissioner Tooley

Ayes	5
Nays	<u>0</u>
Absent or Abstaining	<u>0</u>

  
Marilyn Gerber, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

Gerber	<u>Aye</u>
Aronson	<u>Aye</u>
Sarbone	<u>Aye</u>
Tooley	<u>Aye</u>
Belvedere	<u>Aye</u>

SS:bf

E:\Public Services\BFink\Documents\resolutions\reso 2009-02-third amend to bus program.doc  
04-20-09

RESOLUTION NO. 2009-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE ATTACHED SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR A 90-DAY EXTENSION THROUGH APRIL 29, 2009 FOR PUBLIC TRANSPORTATION SERVICES; PROVIDING AN EFFECTIVE DATE

**Whereas,** Broward County is faced with budget reductions; and

**Whereas,** Broward County is reducing community bus operational subsidies;  
and

**Whereas,** The City of Coconut Creek's "N" route will continue to operate and receive subsidies from Broward County; and

**Whereas,** Broward County desires to utilize this extension to work with participating cities to develop a comprehensive fare system.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Manager, or his designee, is hereby authorized to execute the attached Second Amendment to Agreement between Broward County and the City of Coconut Creek for a 90-day extension through April 29, 2009 for Public Transportation Services.


**Section 2:** That this resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 22nd day of January, 2009 on a motion by  
Commissioner Aronson, and seconded by Vice Mayor Freund

Ayes	<u>5</u>
Nays	<u>0</u>
Absent or Abstaining	<u>0</u>

  
Rebecca A. Tooley, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

Tooley	<u>Aye</u>
Freund	<u>Aye</u>
Gerber	<u>Aye</u>
Sarbone	<u>Aye</u>
Aronson	<u>Aye</u>

**THIRD AMENDMENT**  
to  
**AGREEMENT**  
between  
**BROWARD COUNTY**  
and  
**CITY OF COCONUT CREEK**  
for  
**PUBLIC TRANSPORTATION SERVICES**

This is a Third Amendment to the Agreement, made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

**AND**

**CITY OF COCONUT CREEK**, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY entered into a Public Transportation Agreement for the leasing of wheelchair accessible, passenger vehicles to be used in regular route service, for a three year term, with two (2) additional one (1) year period extensions; and

WHEREAS, the parties entered into a First Amendment which extended the termination date of the Agreement until January 29, 2009, and eliminated Route "S," effective October 30, 2008; and

WHEREAS, on January 6, 2009, the parties entered into a Second Amendment which extended the termination date of the Agreement until April 29, 2009; and

WHEREAS, the Agreement and the First and Second Amendments shall be referred to collectively as the "Agreement"; and



WHEREAS, the parties desire to extend the termination date of the Agreement to September 30, 2009; NOW, THEREFORE,

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

1. That the recitals set forth above are true and correct and made a part of this Amendment.
2. That Article 4 "Term and Time of Performance" is hereby amended to read as follows:
  - 4.1 The term of this Agreement shall begin on the date is fully executed by both parties and shall remain in effect through April 20,2000 September 30, 2009. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.
3. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect between the parties.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this Third Amendment to the Public Transportation Services Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator or designee, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2009, and CITY OF COCONUT CREEK, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS



By *R. H. Brown*  
County Administrator

15 day of May, 2009.

Approved as to Insurance  
Requirements by Risk  
Management Division

By *[Signature]*

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By *[Signature]*

Sharon V. Thorsen  
Senior Assistant County Attorney

THIRD AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK FOR PUBLIC TRANSPORTATION SERVICES

CITY:

CITY OF COCONUT CREEK

ATTEST:

*Barbara Price*  
City Clerk

By *David J. Rivera*  
David J. Rivera, City Manager  
28<sup>th</sup> day of April, 2009

APPROVED AS TO FORM:

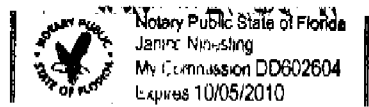
*Nancy A. Cousins*  
Asst. City Attorney  
**NANCY A. COUSINS**

STATE OF FLORIDA )  
                                  )  
County of Broward )

The foregoing instrument was acknowledged before me, the undersigned notary public in and for the state of Florida, on this the 28<sup>th</sup> day of April, 2009, by David Rivera and Barbara Price, the Mayor and City Clerk, respectively.

*Janice Nussling*  
Notary Public

SVT:slw  
4/6/09  
g:\div\agree\2009COCRK3rdamend.doc  
08-114.13



**CERTIFICATE OF COVERAGE**

ISSUED ON: 10/15/2008

COVERAGE PROVIDED BY: **PREFERRED GOVERNMENTAL INSURANCE TRUST**

PACKAGE AGREEMENT NUMBER: PK FL1 0062801 08-01

COVERAGE PERIOD 10/1/2008 TO 10/1/2009 12:01 AM

**COVERAGES** This is to certify that the agreement below has been issued to the designated member for the coverage period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded by the agreement described herein subject to all the terms, exclusions and conditions of such agreement.

Mail to Certificate Holder  
**Broward County BOCC**  
 Purchasing Division/Mass Transit  
 115 S. Andrews Avenue, Suite 212  
 Fort Lauderdale, FL 33301  
 Attention: Judy Mame-Durand

*Designated Member*  
**City of Coconut Creek**  
 4800 W. Copans Rd.  
 Coconut Creek, FL 33063

**LIABILITY COVERAGE**

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury**  
 Limit \$1,000,000 \$2,000,000 \$0 Deductible
- Public Officials Liability**  
 Limit \$1,500,000 \$2,500 Deductible
- Employment Practices Liability**  
 Limit \$1,500,000 \$2,500 Deductible
- Employee Benefits Liability**  
 Limit \$1,000,000 / \$2,000,000 \$0 Deductible
- Law Enforcement Liability**  
 Limit \$1,000,000 \$2,500 Deductible

**WORKERS' COMPENSATION COVERAGE**


- WC AGREEMENT NUMBER: WC FL1 0062801 08-01
- Self Insured Workers' Compensation**
  - Statutory Workers' Compensation**  
 N/A
  - Employers Liability**  
 \$1,000,000 Each Accident  
 \$1,000,000 By Disease  
 \$1,000,000 Aggregate Disease

**PROPERTY COVERAGE**

- Buildings & Personal Property**  
 Limit  
*Note: See coverage agreement for details on wind, flood, and other deductibles*
- Rented, Borrowed and Leased Equipment**  
 Limit
- All other Inland Marine**  
 Limit

**AUTOMOBILE COVERAGE**

- Automobile Liability**  
 Limit \$1,000,000 \$0 Deductible
- All Owned  
 Specifically Described Autos
- Hired Autos
- Non-Owned Autos
- Automobile Physical Damage**  
 Comprehensive  
 Collision  
 Hired Auto with limit of

Approved:   
**Risk Management Division**  
 Dawn Mehler, MPA  
 Risk Insurance and  
 Contracts Manager

**NOTE** The limit of liability is \$100,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to limits shown above per occurrence, solely for any liability resulting from entry of a claims bill pursuant to Section 768.28 (5) Florida Statutes or liability imposed pursuant to Federal Law or actions outside the State of Florida.

Description of Operations/ Locations/ Vehicles/Special Items:

Certificate holder is listed as an additional covered party per the attached PGIT 902 with respects to the Interlocal Agreement for Public Transportation Services (Bus Shuttle)

*This section completed by member's agent who bears complete responsibility and liability for its accuracy*

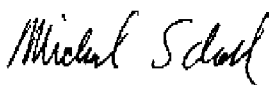
This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the agreement above.

Administrator  
**Public Risk Underwriters®**  
 P O Box 958455  
 Lake Mary, FL 32795-8455

Producer  
**Public Risk Insurance Agency**  
 P. O. Box 2416

Daytona Beach, FL 32115

**CANCELLATIONS**  
 SINCE ANY PART OF THE ABOVE DESCRIBED AGREEMENT IS CANCELLED BEFORE THE EXPIRATION DATE THEREOF, PREFERRED GOVERNMENTAL INSURANCE TRUST WILL IN FAVOR TO MAIL 60 DAYS WRITTEN NOTICE TO THE POLICY OR POLICIES WITHIN 10 DAYS FOR NON-PAYMENT OF PREMIUM, TO THE CERTIFICATE HOLDER. FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM OR ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE

RESOLUTION NO. 2009-11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE ATTACHED SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR A 90-DAY EXTENSION THROUGH APRIL 29, 2009 FOR PUBLIC TRANSPORTATION SERVICES; PROVIDING AN EFFECTIVE DATE

**Whereas,** Broward County is faced with budget reductions; and

**Whereas,** Broward County is reducing community bus operational subsidies;  
and

**Whereas,** The City of Coconut Creek's "N" route will continue to operate and receive subsidies from Broward County; and

**Whereas,** Broward County desires to utilize this extension to work with participating cities to develop a comprehensive fare system.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Manager, or his designee, is hereby authorized to execute the attached Second Amendment to Agreement between Broward County and the City of Coconut Creek for a 90-day extension through April 29, 2009 for Public Transportation Services.

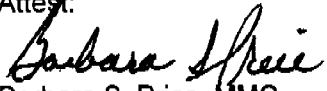
**Section 2:** That this resolution shall be in full force and effect immediately upon its passage and adoption.

Adopted this 22nd day of January, 2009 on a motion by  
Commissioner Aronson and seconded by Vice Mayor Freund

Ayes	5
Nays	<u>0</u>
Absent or Abstaining	<u>0</u>

  
Rebecca A. Tooley, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

Tooley	Aye
Freund	Aye
Gerber	Aye
Sarbone	Aye
Aronson	Aye

SS:bf

E:\Public Services\BFink\Documents\resolutions\reso 2009-01-second amend to bus program.doc  
01-12-09

SECOND AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

PUBLIC TRANSPORTATION SERVICES

FEB 16 2009

SECOND AMENDMENT  
to  
AGREEMENT  
between  
BROWARD COUNTY  
and  
CITY OF COCONUT CREEK  
for  
PUBLIC TRANSPORTATION SERVICES

This is a Second Amendment to the Agreement, made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF COCONUT CREEK, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY entered into a Public Transportation Agreement for the leasing of wheelchair accessible, passenger vehicles to be used in regular route service, for a three year term, with two (2) additional one (1) year period extensions, and

WHEREAS, the parties entered into a First Amendment which extended the termination date of the Agreement until January 29, 2009, and eliminated Route "S," effective October 30, 2008; and

WHEREAS, the Agreement and the First Amendment shall be referred to collectively as the "Agreement"; and

WHEREAS, the parties desire to extend the termination date of the Agreement for an additional ninety (90) day period in order to allow COUNTY to work with the participating municipalities to develop a comprehensive fare system for Public



Transportation Services; NOW, THEREFORE,

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

1. That the recitals set forth above are true and correct and made a part of this Amendment.
2. That Article 4 "Term and Time of Performance" is hereby amended to read as follows:
  - 4.1 The term of this Agreement shall begin on the date is fully executed by both parties and shall remain in effect through ~~January 20, 2009~~ April 29, 2009. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.
3. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect between the parties.

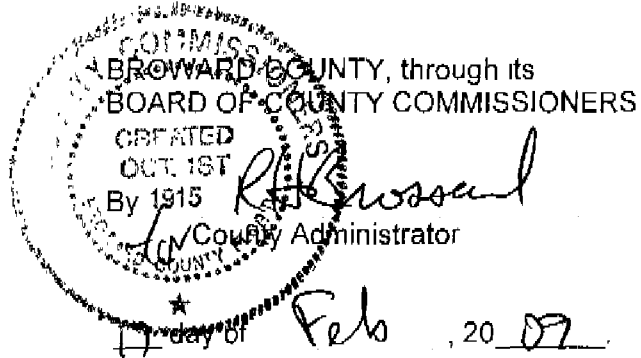
(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment to the Public Transportation Services Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator or designee, authorized to execute same by Board action on the 6th day of January, 2009, and CITY OF COCONUT CREEK, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY:

ATTEST:

*Keith Gray*  
*Secretary*



Approved as to Insurance Requirements by Risk Management Division

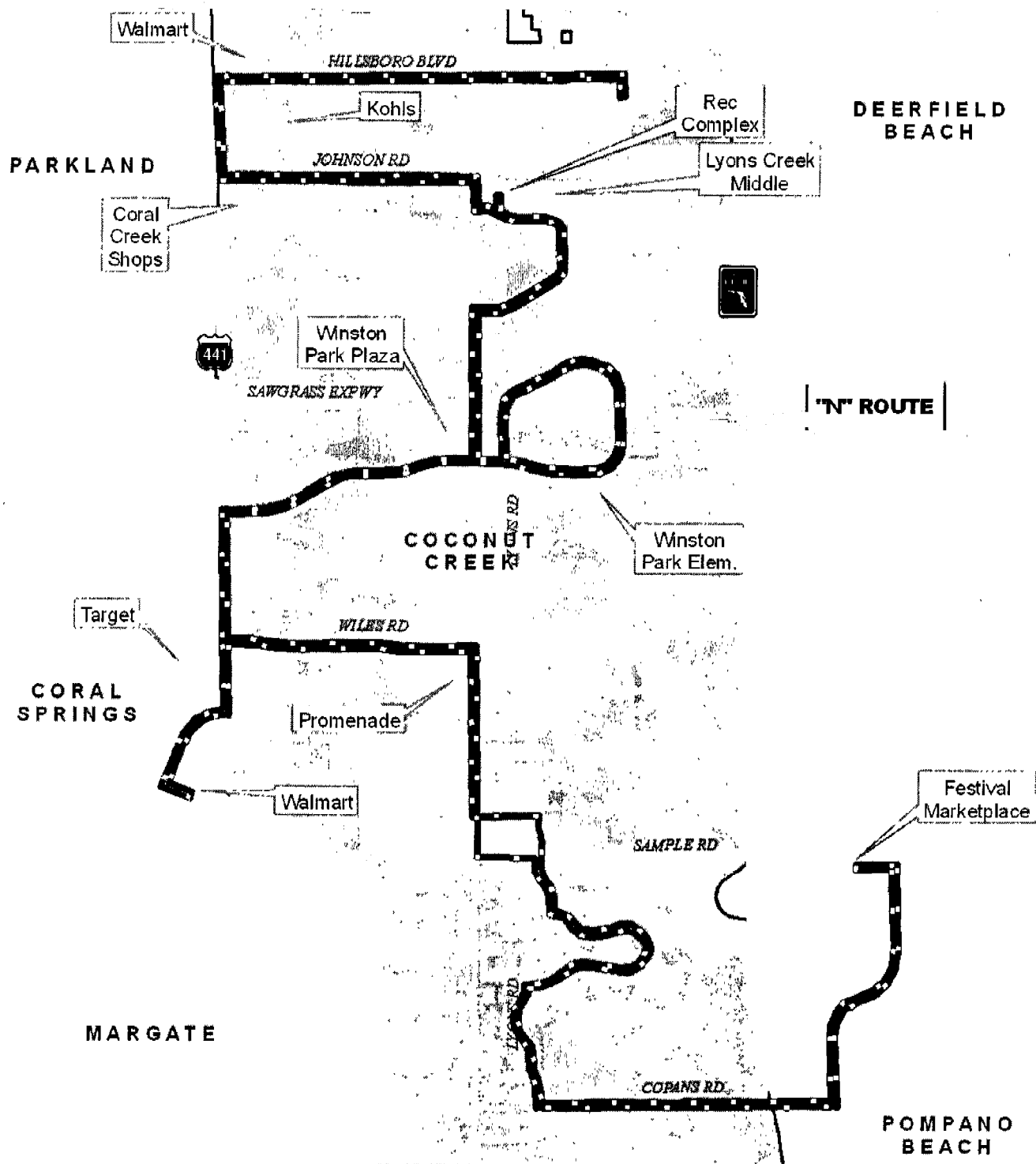
By *[Signature]*

Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By *[Signature]*  
Sharon V. Thorsen  
Senior Assistant County Attorney



# "N" BUS ROUTE



City of Coconut Creek  
Public Works Dept.

January 22, 2009

**SCHEDULED AGENDA ITEM**



0

0.5

Miles  
1



Coconut Creek U.S.  
Lt. Department



**BARBARA S. PRICE**  
CITY CLERK

February 12, 2009

RE: Second Amendment to Agreement between Broward County and City of Coconut Creek for Public Transportation Services

On February 4, 2009, Irvin Minney had accepted four original copies of the above referenced agreement. One additional original was requested and Mr. Minney has received this today, February 12, 2009.

One fully executed original to be returned to Barbara Price, City Clerk, after approval by Broward County.

Irvin Minney

2/12/09

Date



**BARBARA S. PRICE**  
CITY CLERK

February 4, 2009

RE: Second Amendment to Agreement between Broward County and City of Coconut Creek for Public Transportation Services

On February 4, 2009, Irvin Minney has accepted four original copies of the above referenced agreement.

One fully executed original to be returned to Barbara Price, City Clerk, after approval by Broward County.

*pm M. Minney*

Irvin Minney

Date

*I need five copies, I have received  
4, please call Irvin Minney 954-357-7713 or  
Judith Mame at 954-357-8391*



*over full*

**COCONUT CREEK  
CITY COMMISSION  
ENDA ITEM REPORT**

4

**DATE:** January 22, 2009

**ITEM:**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE ATTACHED SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR A 90-DAY EXTENSION THROUGH APRIL 29, 2009 FOR PUBLIC TRANSPORTATION SERVICES. (RESOLUTION NO. 2009-11)

**SUMMARY:**

*Aronson/Freund 5-0 vote.*

Broward County is requesting a second extension to the existing Community Bus contract, which expired September 30, 2008. This extension provides the County an additional 90 days to work with participating cities to develop a comprehensive fare system for public transportation services.

**DEPARTMENT:** Public Works

RESOLUTION NO. 2008-116

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO EXECUTE THE ATTACHED FIRST AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR A MODIFIED 120-DAY EXTENSION THROUGH JANUARY 29, 2009, FOR PUBLIC TRANSPORTATION SERVICES; PROVIDING AN EFFECTIVE DATE

**Whereas,** Broward County is faced with budget reductions; and

**Whereas,** Broward County is reducing community bus operational subsidies;  
and

**Whereas,** Coconut Creek's "S" route will no longer be provided with operational subsidies by Broward County; and

**Whereas,** the City of Coconut Creek wishes to continue providing "N" route community bus service beyond the current September 30, 2008 contract expiration with subsidies from Broward County.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

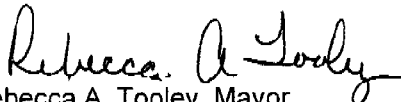
**Section 1:** That the City Manager, or his designee, is hereby authorized to execute the attached First Amendment to Agreement between Broward County and the City of Coconut Creek for a modified 120-day extension through January 29, 2009 for Public Transportation Services.

**Section 2:** That this resolution shall be in full force and effect immediately upon its passage and adoption.

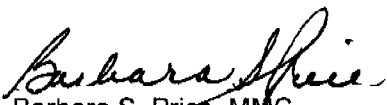
Adopted this 25th day of September, 2008 on a motion by  
Commissioner Gerber, and seconded by Vice Mayor Freund



Ayes	5
Nays	0
Absent or Abstaining	0

  
Rebecca A. Tooley, Mayor

Attest:

  
Barbara S. Price, MMC  
City Clerk

Tooley	Aye
Freund	<u>Aye</u>
Gerber	<u>Aye</u>
Sarbone	<u>Aye</u>
Aronson	Aye

DC:bf

\\pdc\data\Public Services\BFink\Documents\resolutions\reso 2008-05- bus program.doc  
09-17-08

FIRST AMENDMENT

to

AGREEMENT

between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

PUBLIC TRANSPORTATION SERVICES

FIRST AMENDMENT  
to  
AGREEMENT  
between  
BROWARD COUNTY  
and  
CITY OF COCONUT CREEK  
for  
PUBLIC TRANSPORTATION SERVICES

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

AND

CITY OF COCONUT CREEK, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, COUNTY and CITY entered into a Public Transportation Agreement for the leasing of wheelchair accessible, passenger vehicles to be used in regular route service, for a three year term, with two (2) additional one (1) year period extensions, which shall expire on September 30, 2008; and

WHEREAS, COUNTY's minimum ridership levels for the Public Transportation Agreements have been increased to 7.1 passengers per revenue hour; and

WHEREAS, the parties desire to extend the termination date of the current agreement until January 29, 2009; provided, however, Route "S" which did not meet the increased minimum ridership level during the previous contract period shall be eliminated on October 30, 2008; NOW, THEREFORE,

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

1. That the recitals set forth above are true and correct and made a part of this Amendment.

2. That section 2.1.4 is hereby amended to read as follows:

2.1.4 The parties acknowledge that Route "S" did not meet the increased minimum average of 7.1 passengers per revenue service hour per vehicle during the previous Contract year and Route "S" shall be eliminated on October 30, 2008. During the period of this Amendment, TOWN shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle operated by CITY on the remaining route. Within six (6) months after the start of service, CITY shall maintain a minimum average of five (5) passengers per revenue service hour per vehicle operated by the CITY. In the event that CITY does not maintain such minimum average of passengers during the term of this Amendment, at the CITY's request, COUNTY shall assist CITY to increase ridership, which may include a request for modification of the route, as set forth in Exhibit AA. It is understood and agreed between the COUNTY and CITY that CITY's failure, after COUNTY's assistance, to maintain a minimum average of five (5) passengers per revenue service hour per vehicle shall constitute a breach of this Agreement, entitling the COUNTY to may immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. However, the performance standard/requirements of this Section may be waived, with written approval of the Contract Administrator, if BCT's fixed route service is replaced by community bus service.

3. That Section 2.6 is hereby amended to read as follows:

## 2.6 EQUIPMENT

2.6.1 COUNTY shall lease to CITY six (6) hybrid electric, four (4) wheelchair accessible, passenger vehicles to be used in regular route service as set forth in Exhibit "A." Such vehicle shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. This vehicle shall be leased to the CITY for \$10.00 each per year. Prior to the acceptance of the vehicle by CITY, CITY at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designed by the CITY. Upon the discontinuance of Route "S" on October 30, 2008, CITY shall promptly, but no later than November 15, 2008, return two of the vehicles leased hereunder to COUNTY. CITY shall return the vehicles to COUNTY in the condition they were received at the onset of this Agreement, normal wear and tear excepted. CITY's

obligation to return the vehicles to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the vehicles for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the vehicles prior to acceptance and should the Maintenance Transit Manager determine that the vehicles are not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

4. Exhibit "A" to the Agreement is hereby replaced in its entirety by Amended Exhibit "A" attached hereto to reflect the discontinuance of Route "S." In each instance in which Exhibit "A" is referred to in the Agreement, said reference shall be deemed to be Amended Exhibit "A" attached hereto.
5. Exhibit "E" to the Agreement is hereby replaced in its entirety by Amended Exhibit "E" attached hereto to reflect the discontinuance of Route "S." In each instance in which Exhibit "E" is referred to in the Agreement, said reference shall be deemed to be Amended Exhibit "E" attached hereto.
6. That Article 4 "Term and Time of Performance" is hereby amended to read as follows:
  - 4.1 The term of this Agreement shall begin on the date is fully executed by both parties and shall remain in effect through September 30, 2006; the term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 90 days prior to the expiration of the then current term, and the consent of City. January 29, 2009. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.
7. Except as otherwise set forth herein, the terms and conditions of the Agreement shall remain unchanged and in full force and effect between the parties.

(INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this First Amendment to the Public Transportation Services Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Interim County Administrator, authorized to execute same by Board action on the 9th day of September, 2008, and CITY OF COCONUT CREEK, signing by and through its \_\_\_\_\_, duly authorized to execute same.

COUNTY:

ATTEST:

BROWARD COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

By   
Interim County Administrator


County Administrator and  
Ex-Officio Clerk of the Board  
of County Commissioners of  
Broward County, Florida

30<sup>th</sup> day of Sept, 20 08

Approved as to Insurance  
Requirements by Risk  
Management Division

By 

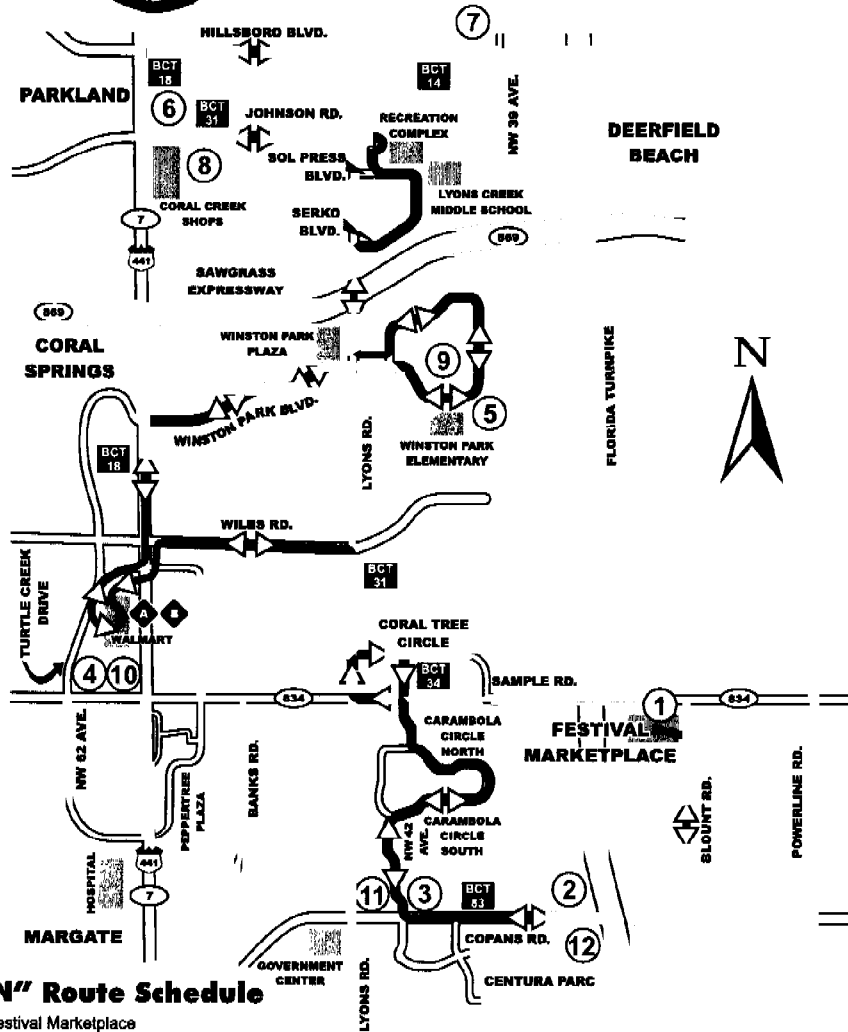
Approved as to form by  
Office of County Attorney  
Broward County, Florida  
JEFFREY J. NEWTON, County Attorney  
Governmental Center, Room 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-6968

By   
Sharon V. Thorsen  
Senior Assistant County Attorney





# Exhibit "A" Amend "N" Route



## "N" Route Schedule

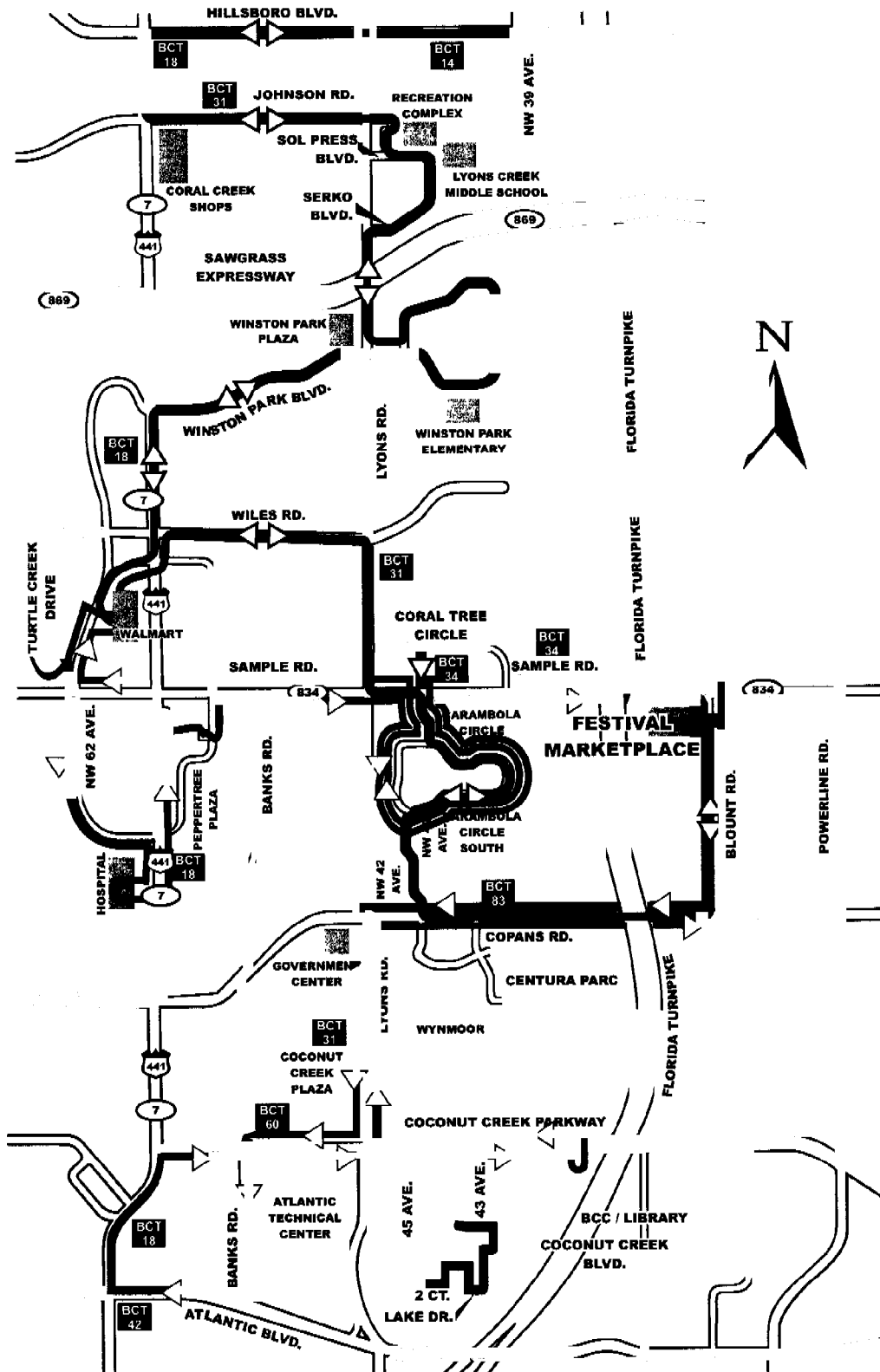
- 1 Festival Marketplace
- 2 Copans Rd WB/Centura Parc
- 3 42 Ave. NB / Copans Rd.
- 4 Turtle Creek Blvd. - Walmart NB
- 5 Winston Park Blvd. EB - WP Elementary
- 6 441 / Johnson Rd. WB - Coral Creek
- 7 Hillsboro Blvd. / NW 39 Ave.
- 8 441 / Johnson Rd. EB - Coral Creek
- 9 Winston Park Blvd. WB - WP Elementary
- 10 Turtle Creek Dr. - Walmart SB
- 11 42 Ave. SB / Copans Rd.
- 12 Copans Rd. EB / Centura Parc
- 1 Festival Marketplace

**MARGATE CONNECTIONS**  
954-972-5497



# Coconut Creek Community Bus Service

# Exhibit A Existing



## Exhibit "E"

### City of Coconut Creek

#### Annual Operating Funding FY 2009

##### Community Bus Service- " N" Route (\$20.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Annual Days	Funding Per Revenue Hour	Annual Funding
2	Weekday	7:00a-6:00p	60 min	20.00	255	\$20.00	\$102,000
2	Saturday	7:00a-6:00p	60 min	20.00	52	\$20.00	\$20,800
							<b>\$122,800</b>

##### ROUTE DISCONTINUE FY 2009 (10/30/2008)

##### Community Bus Service - "S" Route (\$20.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Annual Days	Funding Per Revenue Hour	Annual Funding
2	Weekday	6:30a-6:00p	60 min	21.00	255	\$20.00	\$107,100
2	Saturday	6:30a-6:00p	60 min	21.00	52	\$20.00	\$21,840
							<b>\$128,940</b>
							<b>\$10,745</b>
<b>Total 30 days Pro-Rated for "S" Route</b>							<b>\$10,745</b>

**Total Annual Mass Transit Funding**

**\$133,545**

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2007

PRODUCER **EMPLOYERS MUTUAL, INC.**  
700 CENTRAL PARKWAY  
STUART, FL 34994

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

**INSURERS AFFORDING COVERAGE**

**NAIC#**

INSURED CITY OF COCONUT CREEK, INCLUDED IN SOUTH EAST RISK MANAGEMENT ASSOC. (SERMA) C/O EMPLOYERS MUTUAL, INC 700 CENTRAL PARKWAY STUART, FL 34994

INSURER A: QUALIFIED SELF-INSURER  
INSURER B: VARIOUS LAYERED PROPERTY PROGRAM  
INSURER C: STAR INSURANCE COMPANY  
INSURER D:  
INSURER E:

**COVERAGES**

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

INSR ADD'L LTR	INS'D	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	COVERAGE IS PROVIDED IN ACCORDANCE WITH F.S. 768.28	10/01/2007	10/01/2008	EACH OCCURRENCE \$ 100/200 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJEC <input type="checkbox"/> LOC	LIMITS ARE PROVIDED PER CLAIMANT PER CLAIM			
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	COVERAGE IS PROVIDED IN ACCORDANCE WITH F.S. 768.28	10/01/2007	10/01/2008	COMBINED SINGLE LIMIT (Ea Accident) \$ 100/200 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Ea accident) \$ OTHER (Ea ACCIDENT) \$ EA ACC \$ AGG \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO	LIMITS ARE PROVIDED PER CLAIMANT PER CLAIM			
C		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 225,000	CP0267735 EXCESS GL/AL/LAW ENFORCEMENT/EMPL BENEFITS LIABILITY	10/01/2007	10/01/2008	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 4,000,000
C		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	CP0267735	10/01/2007	10/01/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ INCLUDED E.L. DISEASE - EA EMPLOYEE \$ IN EXCESS E.L. DISEASE - POLICY LIMIT \$
B		<b>OTHER ALL REAL &amp; PERSONAL PROPERTY INCL. EDP &amp; MOBILE EQUIP. &amp; AUTOS</b>	VARIOUS	05/15/2007	05/15/2008	\$131,710,835 SCHEDULED LIMIT SPECIAL FORM, REPL. COST EXCLUDING AUTOS @ ACV. \$1,000 DEDUCTIBLE.

Approved: *[Signature]*  
Risk Management Division  
Dawn Mehier  
Risk Insurance Requirements Manager  
10/2/07

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
RE: INTERLOCAL AGREEMENT FOR PUBLIC TRANSPORTATION SERVICES (BUS SHUTTLE).

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS PURCHASING DIVISION/MASS TRANSIT IS AN ADDITIONAL INSURED TO THE EXTENT PERMITTED UNDER FLORIDA STATUTE 768.28. IN THE EVENT OF AN OCCURRENCE INVOLVING BOTH PARTIES, THIS INSURANCE WILL NOT CAUSE THE INDICATED LIMITS TO BE INCREASED.

**CERTIFICATE HOLDER**

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
PURCHASING DIVISION/MASS TRANSIT  
115 SOUTH ANDREWS AVENUE, SUITE 212  
FORT LAUDERDALE, FL 33301  
ATTN: JUDITH MAME-DURAND

**CANCELLATION**

Certificate ID 2709

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*



**BROWARD COUNTY TRANSPORTATION DEPARTMENT – Service Development**  
1100 Park Central Boulevard, Suite 3500 • Pompano Beach, Florida 33064  
954-357-8340 • FAX 954-978-1189

*C*  
*Boulton*  
*Bus Transit*  
*AK*  
*C*

To: Community Bus Partners  
From: Judith Mame-Durand, Contract/Grants Administrator  
Date: October 8, 2008  
RE: Community Bus Amendments for Public Transportation Services

Enclosed is a copy of one (1) fully executed original Interlocal Agreement for Public Transportation Services.

Please call me if you have questions or concerns regarding this amendment.

Sincerely,

*Judith Mame-Durand*

Judith Mame-Durand  
Contract/Grants Administrator

/jmd  
Enclosure (s)

**RECEIVED**

OCT 14 2008

CITY OF COCONUT CREEK  
CITY MANAGER



**BARBARA S. PRICE**  
CITY CLERK

September 29, 2008

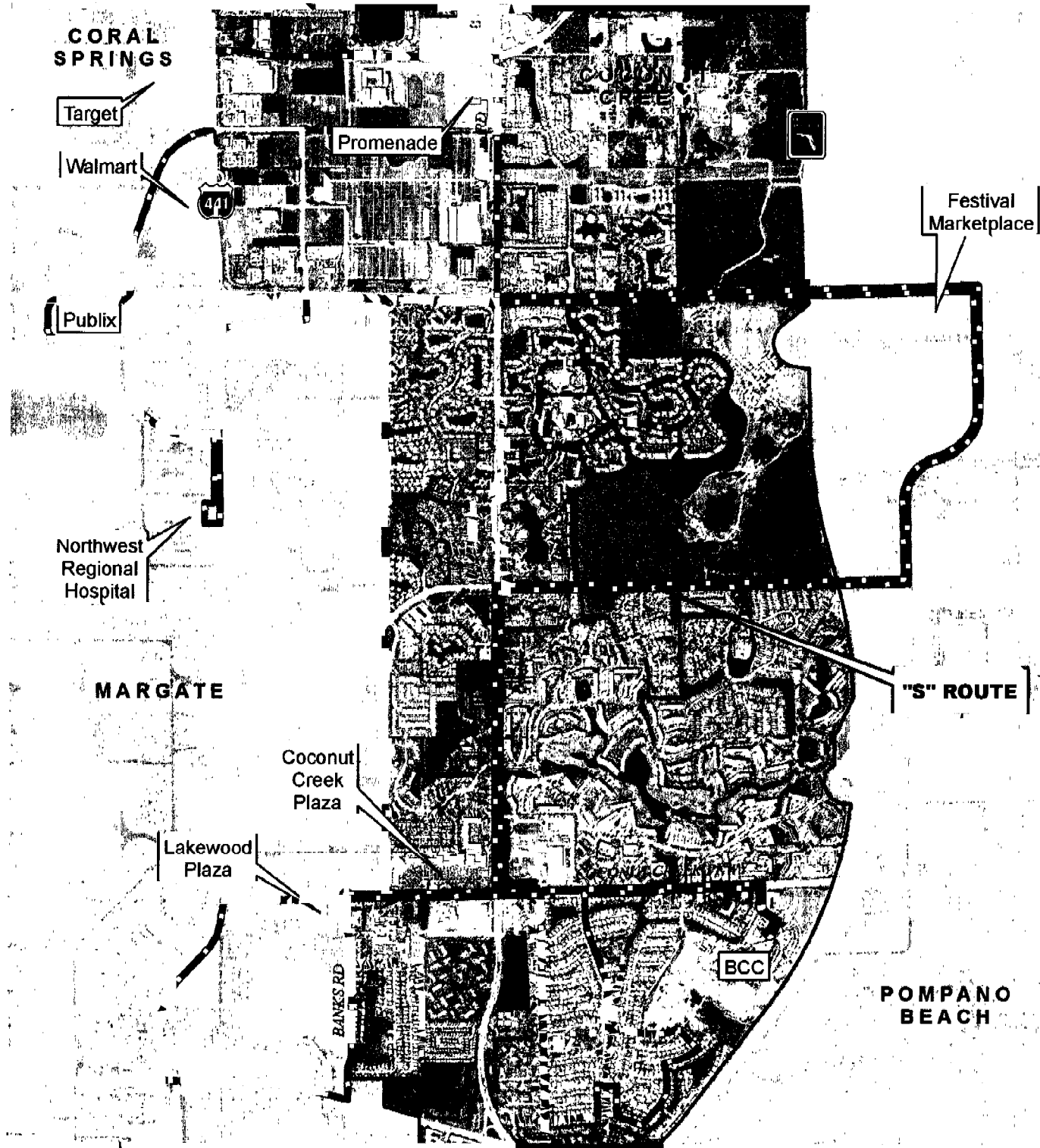
RE: First Amendment to Agreement between Broward County and the City of  
Coconut Creek for Public Transportation Services

On September 29<sup>th</sup>, 2008 Irv Minny has accepted five original copies of the above  
referenced agreement.

One fully executed original to be returned to Barbara Price, City Clerk, after approval by  
Broward County.

*Irv Minny*      9/29/08  
Irv Minny      Date

# "S" BUS ROUTE



City of Coconut Creek  
City Commission  
SEPTEMBER 25, 2008

**DISCONTINUATION OF BUS ROUTE**



0

0.5

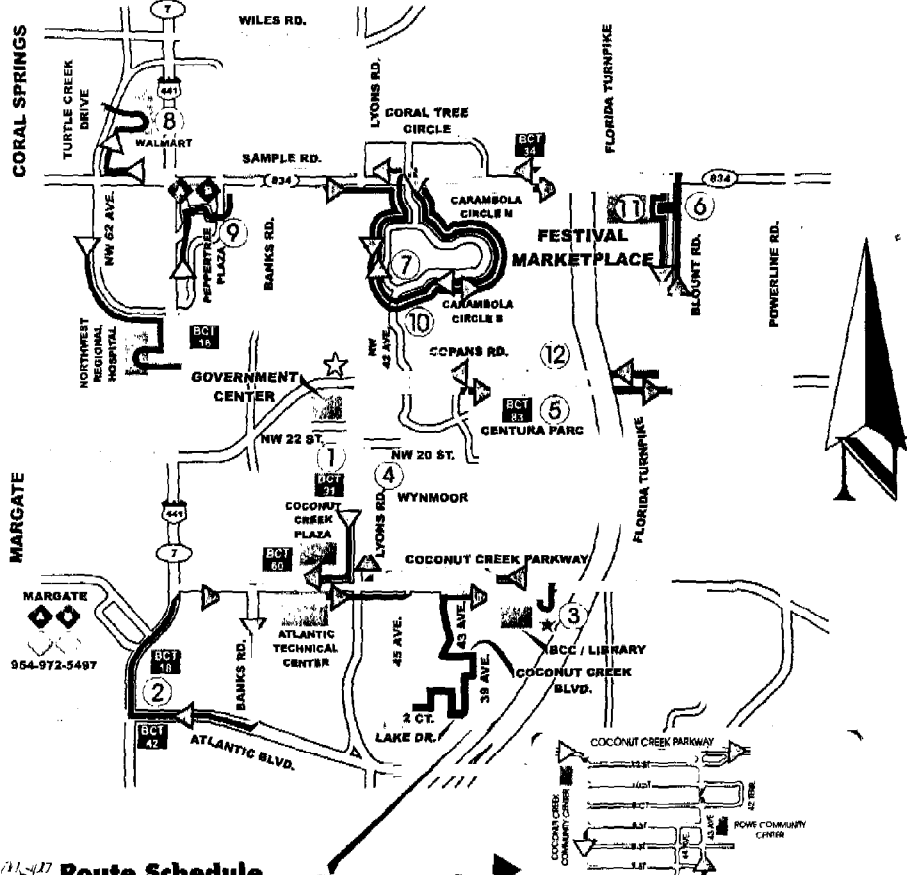
Miles  
1



Coconut Creek C.C.S.  
City Commission



# "S" Route



## Route Schedule

- 1 Lyons Rd. SB / NW 22 St.
- 2 Atlantic Blvd. WB / 441 - Walmart
- 3 Coconut Creek Parkway - BCC / Library
- 4 Lyons Rd. NB / Wynmoor W. Gate
- 5 Copans Rd. EB / Centura Parc
- 6 Festival Marketplace NB
- 7 Carambola Circle NB - Gingertree I
- 8 Turtle Creek Drive - Walmart
- 9 Sample Rd. - Peppertree Plaza
- 10 Carambola Circle SB - Gingertree I
- 11 Festival Marketplace SB
- 12 Copans Rd. WB / Centura Parc
- 1 Lyons Rd. SB / NW 22 St.

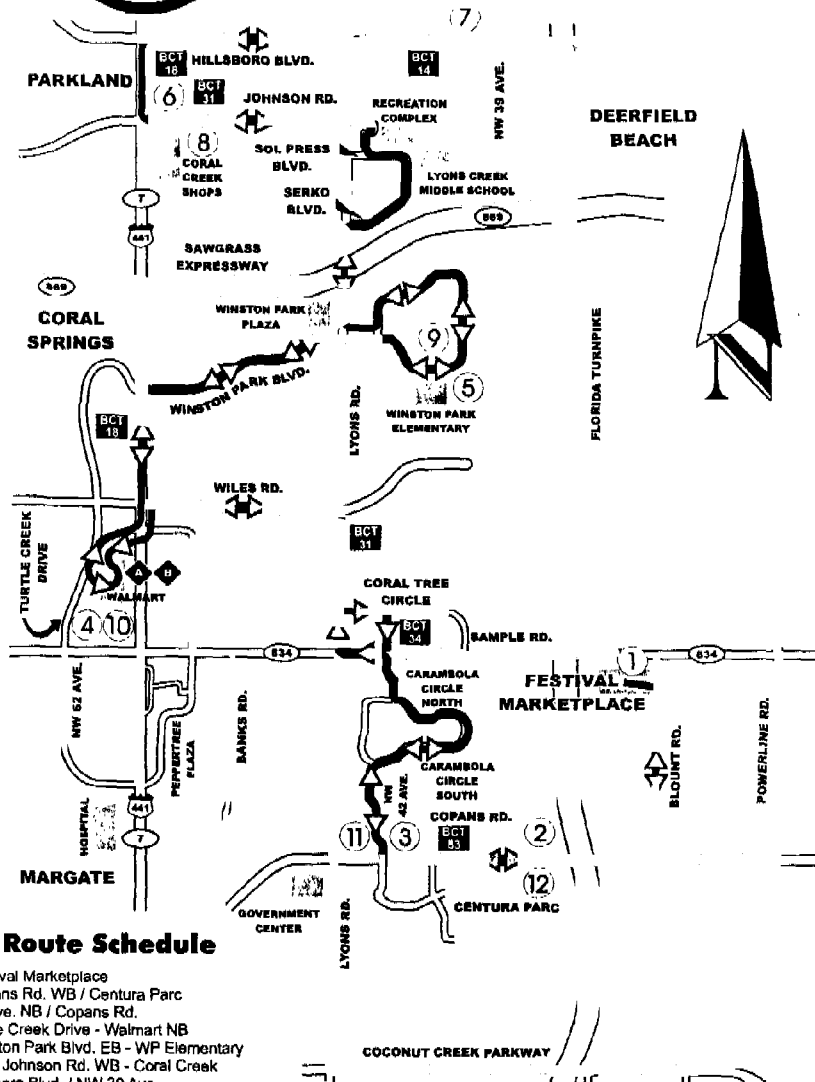
**MARGATE CONNECTIONS**  
954-972-5497

**TRI-RAIL CONNECTIONS**

	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2
1	6:30 AM	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM
2	6:41 AM	7:41 AM	8:41 AM	9:41 AM	10:41 AM	11:41 AM	12:41 PM	1:41 PM	2:41 PM	3:41 PM	4:41 PM	5:41 PM
3	6:55 AM	7:55 AM	8:55 AM	9:55 AM	10:55 AM	11:55 AM	12:55 PM	1:55 PM	2:55 PM	3:55 PM	4:55 PM	5:55 PM
4	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	6:00 PM
5	7:05 AM	8:05 AM	9:05 AM	10:05 AM	11:05 AM	12:05 PM	1:05 PM	2:05 PM	3:05 PM	4:05 PM		
6	7:21 AM	8:21 AM	9:21 AM	10:21 AM	11:21 AM	12:21 PM	1:21 PM	2:21 PM	3:21 PM	4:21 PM		
7	7:30 AM	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM		
8	7:41 AM	8:41 AM	9:41 AM	10:41 AM	11:41 AM	12:41 PM	1:41 PM	2:41 PM	3:41 PM	4:41 PM		
9	7:53 AM	8:53 AM	9:53 AM	10:53 AM	11:53 AM	12:53 PM	1:53 PM	2:53 PM	3:53 PM	4:53 PM		
10	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM		
11	8:21 AM	9:21 AM	10:21 AM	11:21 AM	12:21 PM	1:21 PM	2:21 PM	3:21 PM	4:21 PM	5:21 PM		
12	8:26 AM	9:26 AM	10:26 AM	11:26 AM	12:26 PM	1:26 PM	2:26 PM	3:26 PM	4:26 PM	5:26 PM		
1	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM		



# "N" Route



## Route Schedule

- 1 Festival Marketplace
- 2 Copans Rd. WB / Centura Parc
- 3 42 Ave. NB / Copans Rd.
- 4 Turtle Creek Drive - Walmart NB
- 5 Winston Park Blvd. EB - WP Elementary
- 6 441 / Johnson Rd. WB - Coral Creek
- 7 Hillsboro Blvd. / NW 39 Ave.
- 8 441 / Johnson Rd. EB - Coral Creek
- 9 Winston Park Blvd. WB - WP Elementary
- 10 Turtle Creek Drive - Walmart SB
- 11 42 Ave. SB / Copans Rd.
- 12 Copans Rd. EB / Centura Parc
- 1 Festival Marketplace

**MARGATE CONNECTIONS**  
954-972-5497

	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2	BUS 1	BUS 2
1			8:54 AM	9:54 AM	10:54 AM	11:54 AM	12:54 PM	1:54 PM	2:54 PM	3:54 PM	4:54 PM	5:54 PM
2			8:58 AM	9:58 AM	10:58 AM	11:58 AM	12:58 PM	1:58 PM	2:58 PM	3:58 PM	4:58 PM	6:00 PM
3	7:00 AM	8:00 AM	9:00 AM	10:00 AM	11:00 AM	12:00 PM	1:00 PM	2:00 PM	3:00 PM	4:00 PM	5:00 PM	
4	7:16 AM	8:16 AM	9:16 AM	10:16 AM	11:16 AM	12:16 PM	1:16 PM	2:16 PM	3:16 PM	4:16 PM		
5	7:24 AM	8:24 AM	9:24 AM	10:24 AM	11:24 AM	12:24 PM	1:24 PM	2:24 PM	3:24 PM	4:24 PM		
6	7:33 AM	8:33 AM	9:33 AM	10:33 AM	11:33 AM	12:33 PM	1:33 PM	2:33 PM	3:33 PM	4:33 PM		
7	7:54 AM	8:54 AM	9:54 AM	10:54 AM	11:54 AM	12:54 PM	1:54 PM	2:54 PM	3:54 PM	4:54 PM		
8	7:59 AM	8:59 AM	9:59 AM	10:59 AM	11:59 AM	12:59 PM	1:59 PM	2:59 PM	3:59 PM	4:59 PM		
9	8:09 AM	9:09 AM	10:09 AM	11:09 AM	12:09 PM	1:09 PM	2:09 PM	3:09 PM	4:09 PM	5:09 PM		
10	8:16 AM	9:16 AM	10:16 AM	11:16 AM	12:16 PM	1:16 PM	2:16 PM	3:16 PM	4:16 PM	5:16 PM		
11	8:29 AM	9:29 AM	10:29 AM	11:29 AM	12:29 PM	1:29 PM	2:29 PM	3:29 PM	4:29 PM	5:29 PM		
12	8:30 AM	9:30 AM	10:30 AM	11:30 AM	12:30 PM	1:30 PM	2:30 PM	3:30 PM	4:30 PM	5:30 PM		
1	8:54 AM	9:54 AM	10:54 AM	11:54 AM	12:54 PM	1:54 PM	2:54 PM	3:54 PM	4:54 PM	5:54 PM		



**COCONUT CREEK  
CITY COMMISSION  
FINANCIAL IMPACT REPORT**

**DEPARTMENT NAME:**

Public Works

**AGENDA ITEM:**

**A Resolution Authorizing the City Manager to Execute a First Amendment Agreement Between Broward County and the City for a Modified 120 day Extension Through January 29,2009 for Public Transportation Services**

**EXPENDITURE IMPACT:**

ACCOUNT NUMBER	BUDGET	ENCUMBRANCES	YEAR TO DATE EXPENDITURES	AVAILABLE BALANCE	EXPENDITURE RELATED TO THIS AGENDA ITEM	REMAINING BALANCE
						\$0
				\$0		\$0
				\$0		\$0
<b>TOTAL ITEM AMOUNT</b>					<b>\$0</b>	

**BUDGET TRANSFERS:**

TRANSFER FROM ACCOUNT NUMBER	TRANSFER FROM ACCOUNT DESCRIPTION	AVAILABLE BALANCE	AMOUNT OF TRANSFER	TRANSFER TO ACCOUNT NUMBER	TRANSFER TO ACCOUNT DESCRIPTION
<b>TOTAL BUDGET TRANSFERS</b>			<b>\$0</b>		

**ADDITIONAL REVENUES:**

ACCOUNT NUMBER/ DESCRIPTION	BUDGET	REVENUES TO DATE	REVENUES RELATED TO AGENDA ITEM	ADJUSTED REVENUES TO DATE
11-V33815	\$250,000	\$0	-\$126,000	(\$126,000)
<b>TOTAL ITEM AMOUNT</b>			<b>(\$126,000)</b>	<b>\$0</b>



OFFICE OF TRANSPORTATION - Administration  
3201 West Copans Road • Pompano Beach, Florida 33069  
954-357-8300 • FAX 954-357-8305

April 18, 2007

VIA CERTIFIED MAIL

City of Coconut Creek  
John P. Kelly, City Manager  
4800 West Copans Road  
Coconut Creek, Florida, 333063

RECEIVED

APR 30 2007

CITY OF COCONUT CREEK  
CITY MANAGER

RE: Interlocal Agreement between Broward County and the City of Coconut Creek for Public Transportation Services.

Dear Mr. Kelly:

Pursuant to Article 4, Term and Time of Performance, Section 4.1, I am hereby extending the term of the above-referenced Interlocal Agreement for an additional one-year period from October 1, 2007 through September 30, 2008.

Upon acceptance of this one-year extension, please sign and return this letter to Judith Mame-Durand, Contract Grants Administrator to the address listed above no later than June 15, 2007. Should you have any questions, please contact Judith Mame-Durand, at (954) 357-8391, or via email: [jmame@broward.org](mailto:jmame@broward.org).

Sincerely,

*Chris Walton by CC-E*

Chris Walton  
Director of Broward County Office of Transportation

CC: Irvin Minney, Community Transit Officer, Broward County Office of Transportation  
Lynn Everett-Lee, Transit Manager, Broward County Office of Transportation  
Judith Mame-Durand, Contract Grants Administrator, Broward County Office of Transportation  
Dave Cherry, Community Bus Coordinator, Coconut Creek

ON BEHALF OF THE CITY OF COCONUT CREEK, I HEREBY ACCEPT THE TERM EXTENSION, AS REFERENCED ABOVE, OF THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR PUBLIC TRANSPORTATION SERVICES.

ATTEST:

*Barbara A. Dree*  
City Clerk

*John P. Kelly*  
Signature  
John P. Kelly City MANAGER  
Print Name and Title  
May 14, 2007  
Date



Community Services Department  
**MASS TRANSIT DIVISION** - Administration  
3201 West Copans Road • Pompano Beach, Florida 33069  
954-357-8500 • FAX 954-357-8305

June 5, 2006

**VIA CERTIFIED MAIL**

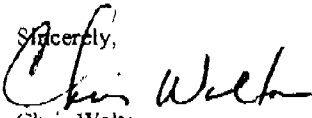
City of Coconut Creek  
John P. Kelly, City Manager  
4800 West Copans Road  
Coconut Creek, Florida, 333063

**RE: Interlocal Agreement Between Broward County and the City of Coconut Creek for Public Transportation Services.**

Dear Mr. Kelly:

Pursuant to Article 4, Term and Time of Performance, Section 4.1, I am hereby extending the term of the above-referenced Interlocal Agreement for an additional one-year period from October 1, 2006 through September 30, 2007.

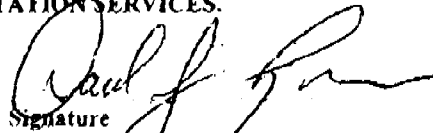
Upon acceptance of this one-year extension, please sign and return this letter to Judith Mame-Durand, Contract Grants Administrator to the address listed above no later than July 14, 2006. Should you have any questions, please contact Judith Mame-Durand, at (954) 357-8391, or via email: [jmame@broward.org](mailto:jmame@broward.org).

Sincerely,  
  
Chris Walton  
Director of Broward County Mass Transit

CC: Irvin Minney, Community Transit Officer, Broward County Transit ✓  
Spencer Stoleson, Acting Transit Manager, Broward County Transit  
Judith Mame-Durand, Contract Grants Administrator, Broward County Transit  
Dave Cherry, Community Bus Coordinator, Coconut Creek

**ON BEHALF OF THE CITY OF COCONUT CREEK, I HEREBY ACCEPT THE TERM EXTENSION, AS REFERENCED ABOVE, OF THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR PUBLIC TRANSPORTATION SERVICES.**

v



Signature  
DAVID J. RIVARA  
Print Name and Title

June 27, 2006



**CITY CLERK'S OFFICE**  
4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063



**BARBARA S. PRICE**  
CITY CLERK

May 15, 2007

Judith Mame-Durand, Contract Grants Administrator  
Broward County Office of Transportation  
3201 West Copans Road  
Pompano Beach, FL 33069

**RE: Interlocal Agreement between Broward County and the City of Coconut Creek for  
Public Transportation Services**

Dear Ms. Mame-Durand:

In accordance with the letter from Chris Walton, dated April 18, 2007, enclosed is the signed one-year renewal letter for the above-referenced agreement. As per this letter, the agreement will be extended from October 1, 2007 through September 30, 2008.

Sincerely,

Barbara S. Price, MMC  
City Clerk

Enclosure

cc: Dave Cherry, Community Bus Coordinator, Coconut Creek



Community Services Department  
**MASS TRANSIT DIVISION** - Administration  
3201 West Copans Road • Pompano Beach, Florida 33069  
954-357-8300 • FAX 954-357-8305

June 5, 2006

**VIA CERTIFIED MAIL**

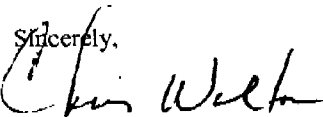
City of Coconut Creek  
John P. Kelly, City Manager  
4800 West Copans Road  
Coconut Creek, Florida, 333063

RE: Interlocal Agreement Between Broward County and the City of Coconut Creek for Public Transportation Services.

Dear Mr. Kelly:

Pursuant to Article 4, Term and Time of Performance, Section 4.1, I am hereby extending the term of the above-referenced Interlocal Agreement for an additional one-year period from October 1, 2006 through September 30, 2007.

Upon acceptance of this one-year extension, please sign and return this letter to Judith Mame-Durand, Contract Grants Administrator to the address listed above no later than July 14, 2006. Should you have any questions, please contact Judith Mame-Durand, at (954) 357-8391, or via email: [jmame@broward.org](mailto:jmame@broward.org).

Sincerely,  
  
Chris Walton  
Director of Broward County Mass Transit

CC: Irvin Minney, Community Transit Officer, Broward County Transit  
Spencer Stoleson, Acting Transit Manager, Broward County Transit  
Judith Mame-Durand, Contract Grants Administrator, Broward County Transit  
Dave Cherry, Community Bus Coordinator, Coconut Creek

**ON BEHALF OF THE CITY OF COCONUT CREEK, I HEREBY ACCEPT THE TERM EXTENSION, AS REFERENCED ABOVE, OF THE INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF COCONUT CREEK FOR PUBLIC TRANSPORTATION SERVICES.**

Signature

Print Name and Title

**RESOLUTION NO. 2003-84**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA, AUTHORIZING THE CITY MANAGER TO EXECUTE THE ATTACHED INTERLOCAL AGREEMENT BETWEEN THE CITY OF COCONUT CREEK AND BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES; PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Broward County is leasing to the City of Coconut Creek six (6) hybrid electric, wheelchair accessible passenger vehicles to operate a community transportation program; and

**WHEREAS**, Broward County has established funding sources and funding distribution methods to support local transportation services; and

**WHEREAS**, the existing agreement with Broward County expires on September 30, 2003; and.

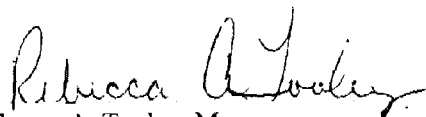
**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF COCONUT CREEK, FLORIDA:**

**Section 1:** That the City Manager is hereby authorized to execute the attached agreement between the City of Coconut Creek and Broward County for public transportation services.

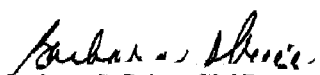
**Section 2:** That this Resolution shall be in full force and effect immediately upon its adoption.

Adopted this 28th day of August, 2003 on a motion by  
Commissioner Gerber and seconded by Commissioner Waldman .

Ayes 5  
Nays 0  
Absent or 0  
Abstaining

  
Rebecca A. Tooley, Mayor

Attest:

  
Barbara S. Price, CMC  
City Clerk

Tooley	<u>Aye</u>
Sarbone	Aye
Gerber	Aye
Fantl	Aye
Waldman	Aye



## CITY OF COCONUT CREEK

OFFICE OF THE CITY CLERK  
4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063

October 27, 2003

Mr. Irvin Minney  
Contracts/Grants Administrator  
Broward County Mass Transit Division  
3201 West Copans Road  
Pompano Beach Florida 33069

RE: Interlocal Agreement between City and Broward County for Public Transportation  
Services - Exhibit "D", Certification of Compliance

Dear Irv:

As requested in your letter dated October 6th, enclosed is the original of the Certification of Compliance completed by the City's Human Resources Director, Jacqueline M. Kemp.

If you have any questions, please call me at 954 973-6774.

Sincerely,

BARBARA S. PRICE, CMC  
City Clerk

Enclosures

cc: David J. Rivera, Deputy City Manager





Community Services Department  
**MASS TRANSIT DIVISION** - Service Development  
3201 West Copans Road • Pompano Beach, Florida 33069  
954-357-8375 • FAX 954-357-8342

October 6, 2003

OCT - 6 2003

Barbara S. Price, CityClerk  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Fl 33063

Dear Ms. Price:

Enclosed is the executed interlocal agreement between Broward County and the City of Coconut Creek for Public Transportation Services. Please complete Exhibit "D" Certification Of Compliance of the interlocal agreement and return it to the undersigned by November 6, 2003

I can be reached at 954-357-7713 or email at [iminney@broward.org](mailto:iminney@broward.org).

Sincerely,

A handwritten signature in black ink that reads "Irvin M. Minney".

Irvin M. Minney  
Contract Grants Administrator  
Broward County Transit

C: Robert Roth, Director Broward County Mass Transit  
David J. Rivera, Deputy City Manager

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

PUBLIC TRANSPORTATION SERVICES

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF COCONUT CREEK

for

PUBLIC TRANSPORTATION SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

CITY OF COCONUT CREEK, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people in CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation to residents of CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of the CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, COUNTY and CITY are willing to share the responsibilities and expense of providing an alternative form of public transit in CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

ARTICLE 1  
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **BCT** - The Broward County Mass Transit Division
- 1.4 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Mass Transit Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **COUNTY** - The Board as defined in Section 1.2 unless expressly provided otherwise.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **Notice To Proceed:** A written notice to proceed with the Project issued by the Contract Administrator.
- 1.8 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2  
SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CITY

- 2.1 CITY shall provide public transportation services within the CITY at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by the CITY through the use of its employees or the CITY may enter into a contract with a third party to perform the services. In the event the CITY contracts with a third party, the CITY shall remain fully responsible hereunder and shall

ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by CITY shall be effective only upon the written consent of the Contract Administrator. The services to be provided shall include the following:

- 2.1.1 If the CITY determines a fare to be appropriate prior to beginning service under the terms of this Agreement, the CITY may institute such fare; provided, however, that such fare shall never exceed half (½) of the fixed route full adult BCT fare. A public hearing shall be held prior to the institution of any proposed fare increase for any subsequent requests for fare increases. Service shall be provided a minimum of five (5) days a week, to certain locations and at scheduled intervals as on the attached Exhibit "A." The Contract Administrator shall be advised, in writing, via certified mail, prior to the imposition of any fare increase.
- 2.1.2 CITY acknowledges and agrees that it shall not deviate or make changes to the service 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 compensation under this Agreement is as set forth in Section 5.1 and COUNTY will not compensate CITY for any deviations or changes from the service routes established in Exhibit "A", without the prior written consent of Contract Administrator.
- 2.1.3 It shall be the responsibility of CITY to obtain any necessary permission to access or encroach upon any private property for use as an origin and/or destination associated with this Agreement.
- 2.1.4 Within six (6) months after the start of service, CITY shall maintain a minimum average of five (5) passengers per revenue service hour per vehicle operated by the CITY. In the event that CITY does not maintain such minimum average of passengers, at the CITY's request, COUNTY shall assist CITY to increase ridership, which may include a request for modification of the route, as set forth in Exhibit "A." It is understood and agreed between the COUNTY and CITY that CITY's failure, after COUNTY's assistance, to maintain a minimum average of five (5) passengers per revenue service hour per vehicle shall constitute a breach of this Agreement, entitling the COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. However, the performance standard/requirements of this Section may be waived, with written approval of the Contract Administrator, if BCT's fixed route service is replaced by community bus service.

- 2.1.5 Vehicle(s) shall be operated by properly licensed operators (Florida commercial drivers license minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida commercial drivers license Class B with a passenger endorsement) employed by CITY or its contractors. These employees shall provide full utilization of vehicle(s) to disabled passengers.
- 2.1.6 Florida commercial drivers licensed operators hired by CITY or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.7 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that CITY's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.8 CITY shall maintain the vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep vehicle(s) in reasonable condition at all times.
- 2.1.9 CITY shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 2.1.10 In accordance with Broward County Ordinance 92-8, CITY certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event the CITY contracts with a third party to perform the services addressed herein, such contractor shall comply with the COUNTY's Drug-Free Workplace Program requirements.
- 2.1.11 CITY agrees to participate in Broward County Mass Transit Division's drug and alcohol testing program, or establish and implement subject to Broward County Mass Transit's review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event the CITY subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by the Contract Administrator must be included in any subsequent agreement. CITY further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the Director, Broward County Mass Transit Division (a model format for certifying compliance is appended as Exhibit "D", attached).

- 2.1.12 CITY agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and the COUNTY assigned identification number shall be conspicuously displayed on the rear of the vehicle at all times.
- 2.1.13 CITY shall maintain certain records of information and data in the format prescribed by the COUNTY and shall furnish such records to COUNTY on a monthly basis, no later than the fifteenth (15) day of the following month.
- 2.1.14 CITY shall at all times have and maintain in proper working order a dedicated TTY number.
- 2.1.15 CITY shall be solely responsible to provide, during the term of this Agreement, sufficient vehicles and materials necessary to provide a high quality community bus service which shall include, but not be limited to, all the vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the community bus service required herein throughout the term of this Agreement. CITY acknowledges and agrees that providing high quality community bus service requires CITY to have an adequate and sufficient number of spare vehicles available.
- 2.1.16 The CITY shall have a charging station for the hybrid electric vehicles.
- 2.1.17 The CITY shall be responsible for providing the necessary training and experienced personnel to operate and maintain the hybrid electric vehicles.
- 2.2 Maintenance of Vehicles. CITY shall have a continuing obligation to ensure cleanliness of the vehicles. CITY shall perform additional cleaning and extermination for pests in the vehicles. All equipment on the vehicles shall be maintained in a fully operable condition at all times (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CITY agrees to maintain all vehicles in first class appearance and mechanical condition throughout the duration of this Agreement.
- 2.2.1 CITY shall maintain all vehicles and equipment in accordance with a preventive maintenance schedule from the vehicle manufacturer which may be reviewed by the COUNTY. In addition, CITY shall perform all necessary maintenance to ensure the continued and safe operation of all vehicles.
- 2.2.2 The COUNTY may conduct periodic inspections using its own or contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufacturers specification and any vehicle not determined by the COUNTY to be acceptable will be

removed from service by CITY and all deficiencies corrected immediately. At the COUNTY's request, CITY shall take the vehicles to a location designated by the Contract Administrator for inspection.

- 2.2.3 CITY agrees to allow such on-board surveys and/or inspections as may be requested by COUNTY. The COUNTY shall have the right to inspect the vehicles during the CITY's regular hours or at any time in case of emergency to determine whether the CITY has complied with and is complying with the terms and conditions of this Agreement. The COUNTY may, at its discretion, require the CITY to effect repairs.
- 2.3 CITY shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and County regulations, laws, and licensing requirements prior to and at all times while operating CITY's vehicle or performing any duties or functions relating to the requirements of this Agreement.
- 2.4 Safety and Security Reporting Requirements. CITY shall notify the Contract Administrator as indicated below and shall submit a monthly report to the Contract Administrator summarizing the following:
- (a) CITY shall notify the Contract Administrator with two (2) hours of the occurrence and provide a full incident report of any Major incident involving a transit vehicle. A Major incident involves one of the following conditions:
- A fatality
  - Where two or more people are transported for off-site medical care
  - Total property damage is equal to or in excess of \$25,000.00
  - An evacuation due to life safety reasons
- (b) A summary report of all Non-Major incidents involving a transit vehicle. A Non-Major incident involves one of the following conditions:
- Where one person is transported for off-site medical care
  - Total property damage is equal to or in excess of \$7,500.00 but less than \$25,000.00
  - All non-arson fires not qualifying as Major incidents
- (c) All Crimes aboard transit vehicles and resulting arrests.
- 2.5 Minimum Standards. CITY agrees to comply with the following minimum standards:
- (a) All vehicles shall be kept clean and orderly during all times of active service.
- (b) All accidents shall be reported immediately to the police



- (c) Vehicles shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a vehicle shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.
- (d) Advertising, if allowed by COUNTY, on any vehicle shall not obstruct the driver's view and shall not obstruct the vehicle's top lights or other lights. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
- (e) All vehicles shall be equipped with rearview mirror and side mirrors on driver's and passenger's side
- (f) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- (g) The interior of the vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
- (h) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- (i) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- (j) The body, fenders, doors trim and grill of the vehicle(s) shall be free from cracks, breaks and dents, and painted.
- (k) Vision shall be unobstructed on all four (4) sides of the vehicle(s).

#### SERVICES TO BE PROVIDED BY COUNTY

### 2.6 EQUIPMENT

- 2.6.1 COUNTY shall lease to CITY six (6) hybrid electric, wheelchair accessible, passenger vehicles, of which four (4) are to be used in regular route service as set forth in Exhibit "A". Such vehicles shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. These vehicles shall be leased to the CITY for \$10.00 each per year. Prior to the acceptance of the vehicles by CITY, CITY, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicles by a mechanic designated by the CITY.
- 2.6.2 COUNTY shall provide the manufacturer's warranties and maintenance shop manuals to the CITY.

2.6.3 COUNTY shall provide CITY with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation shall be the responsibility of the CITY and must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, CITY desires to supply its own signage at its own expense, such signage must be approved by COUNTY.

## 2.7 TECHNICAL ASSISTANCE

2.7.1 COUNTY shall provide Florida commercial drivers licensed operators hired by CITY or its contractors with training in passenger relations, rules of the road, and transit system information. All Florida commercial drivers licensed operators shall be required to attend and successfully complete the COUNTY's training program prior to operating the vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial drivers licensed operators employed at any time during the term of this Agreement. In the event training is not available, the Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the vehicles, for Florida commercial drivers licensed operators to attend and complete the COUNTY's training.

2.7.2 COUNTY shall assist CITY staff with any aspect of planning and scheduling of public transit routing that CITY might request.

2.7.3 COUNTY shall print and provide CITY with bus route timetables sufficient to inform CITY residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.7.4 COUNTY shall assist CITY in procuring bus shelters at no cost to CITY that generate revenue, if CITY requests.

2.8 CITY acknowledges and agrees that the Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

2.9 Non-compliance with the provisions of Section 2.1.4 shall constitute cause for termination of this Agreement by the COUNTY pursuant to Section 9.1. Additionally, all previous funds paid to CITY hereunder shall be returned to COUNTY within ten (10) days of receipt by CITY of the notice of termination.

## ARTICLE 3 COMPLAINTS

3.1 CITY is obligated to respond to complaints regarding the quality of service, whether patrons' complaints or on the COUNTY's own initiative or otherwise. Such response

shall be provided by the CITY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. The CITY shall copy the Contract Administrator on all correspondence. At the request of the COUNTY, CITY shall meet with the Contract Administrator to review any complaints or concerns 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 expeditiously as possible.

3.1.1 CITY shall be required to resolve all written and oral complaints received from the public or the COUNTY. CITY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to the Contract Administrator on a weekly basis.

3.1.2 CITY shall submit a monthly report to the Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, CITY shall prepare and furnish such other reports as the Contract Administrator may, from time to time, require.

#### ARTICLE 4 TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall remain in effect through September 30, 2006; the term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 90 days prior to the expiration of the then current term, and the consent of CITY. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.
- 4.2 Prior to beginning the performance of any services under this Agreement, CITY must receive a Notice to Proceed from Contract Administrator.

#### ARTICLE 5 FINANCIAL ASSISTANCE

- 5.1 COUNTY agrees to pay CITY, Twenty Dollars (\$20.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, for the remaining term of the Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "E", attached hereto and made a part hereof.

The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

5.2 The name of the official payee to whom COUNTY shall issue checks shall be the CITY of COCONUT CREEK.

5.3 METHOD OF BILLING AND PAYMENT

5.3.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the vehicles under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "E," attached hereto and made a part hereof.

ARTICLE 6  
CHANGES IN SCOPE OF SERVICES

6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.13 below.

6.2 Any appreciable changes in the level of services, as determined by the Contract Administrator's sole discretion, to be provided by CITY as set forth herein shall only be implemented after COUNTY and CITY have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY once again providing public transportation services if ridership levels warrant expanded service.

6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by the Contract Administrator.

ARTICLE 7  
INDEMNIFICATION / GOVERNMENTAL IMMUNITY

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida

Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

#### ARTICLE 8 INSURANCE

- 8.1 The parties hereto acknowledge that CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement. The CITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. If CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: CITY's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY's officers, agents, and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicle(s) to perform the services set forth herein.

Insurance: CITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any agreement with CITY involving the vehicle(s) provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 9  
TERMINATION

- 9.1 This Agreement may be terminated for cause by action of the Board or by CITY upon thirty (30) days' written notice by the party that elected to terminated, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 9.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 9.4 In the event this Agreement is terminated for convenience, the financial assistance provided by the COUNTY shall be prorated on a monthly basis to the date the Agreement is terminated. However, upon being notified of COUNTY's election to terminate, CITY shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. CITY acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration to CITY for COUNTY's right to terminate this Agreement for convenience.
- 9.5 Upon termination of this Agreement for whatever reason, CITY shall return the vehicle leased herein to the COUNTY. CITY shall return the vehicle to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. The CITY's obligation to return the vehicle to the COUNTY in the condition it was received shall include the removal of any painting or wrapping of the vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the vehicle for return to COUNTY shall be the sole responsibility of the CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the vehicle prior to acceptance and should the Maintenance Transit Manager determine that the vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

ARTICLE 10  
MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY that are related to this Project. CITY shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

CITY shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's records, CITY shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY. 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.

10.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

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. 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 ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CITY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

CITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

#### 10.4 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

#### 10.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

#### FOR BROWARD COUNTY:

Director of Mass Transit Division  
Broward County Mass Transit Division  
3201 West Copans Road  
Pompano Beach, Florida 33069



FOR CITY:

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063

10.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CITY shall not subcontract any portion of the work required by this Agreement except as authorized herein.

CITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.7 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 10.8 COMPLIANCE WITH LAWS

CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 10.9 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.10 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

#### 10.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

#### 10.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, 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, or arising out of the Project.

#### 10.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and CITY.

#### 10.14 PRIOR AGREEMENTS

This document 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 of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 10.13 above.

#### 10.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," "D" and "E" are incorporated into and made a part of this Agreement.

#### 10.16 MULTIPLE ORIGINALS


This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[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 Mayor or Vice-Mayor, authorized to execute same by Board action on the 23<sup>rd</sup> day of September, 2003, and CITY, signing by and through its City Manager, duly authorized to execute same.

COUNTY

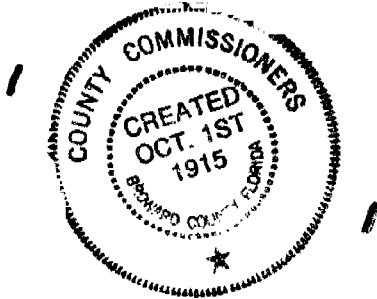
ATTEST:

  
Broward County Administrator, as  
Ex-officio Clerk of the Broward County  
Board of County Commissioners

BROWARD COUNTY, by and through  
its Board of County Commissioners

By   
Mayor

23<sup>rd</sup> day of September, 2003



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

By   
Yasmi Govin  
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF COCONUT CREEK  
FOR PUBLIC TRANSPORTATION SERVICES

CITY

ATTEST:

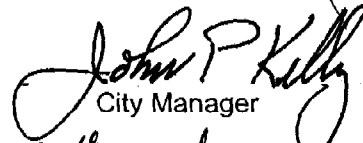
  
City Clerk

CITY OF COCONUT CREEK

By

Mayor-Commissioner

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

  
City Manager

29<sup>th</sup> day of August, 2003

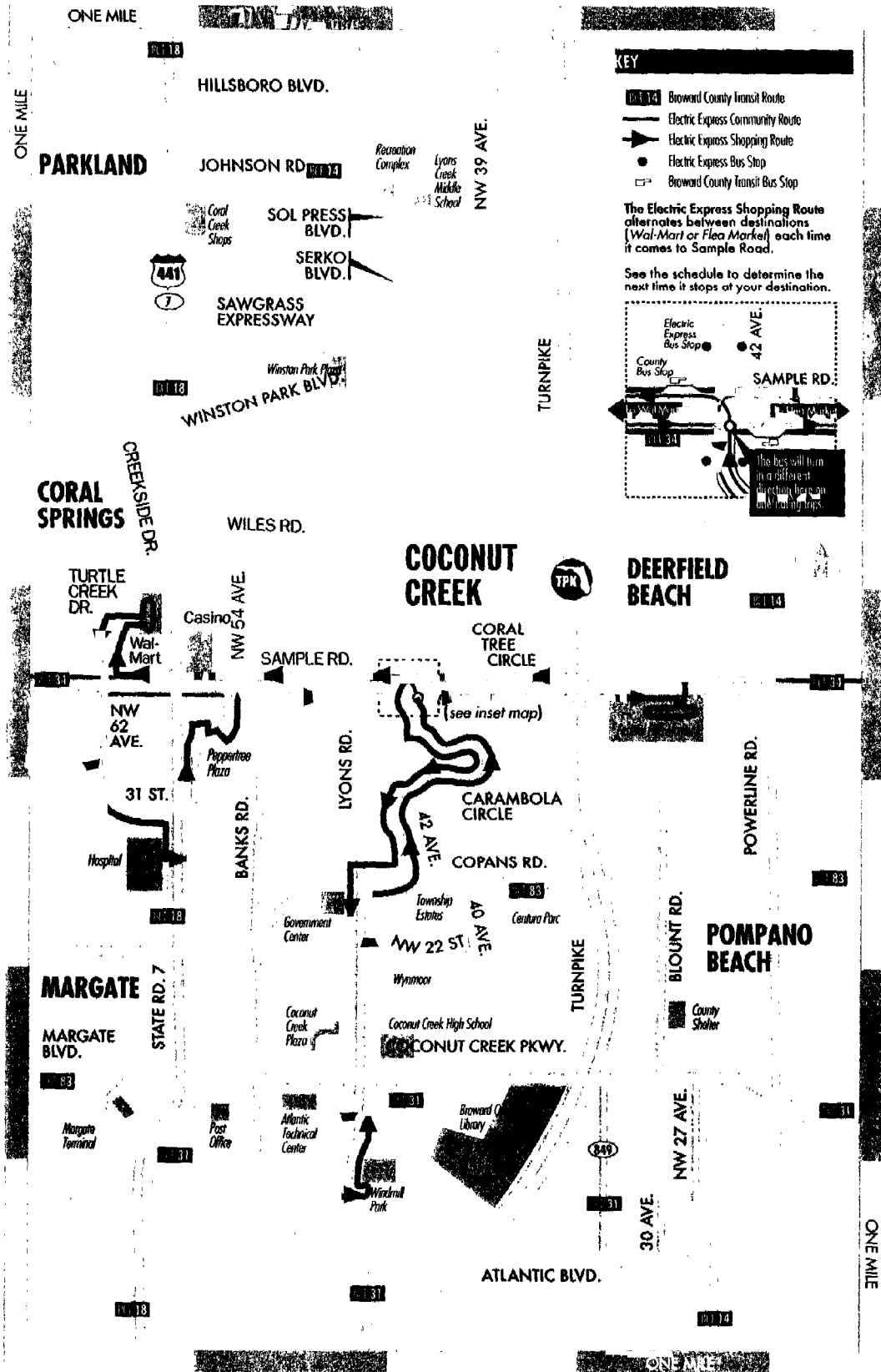
APPROVED AS TO FORM:

By   
asst. City Attorney

**NANCY A. COUSINS**

YYG:dmv  
7/16/03

C:\Documents and Settings\imrinney\Local Settings\Temp\Combus.CoconutCreek-2003.wpd

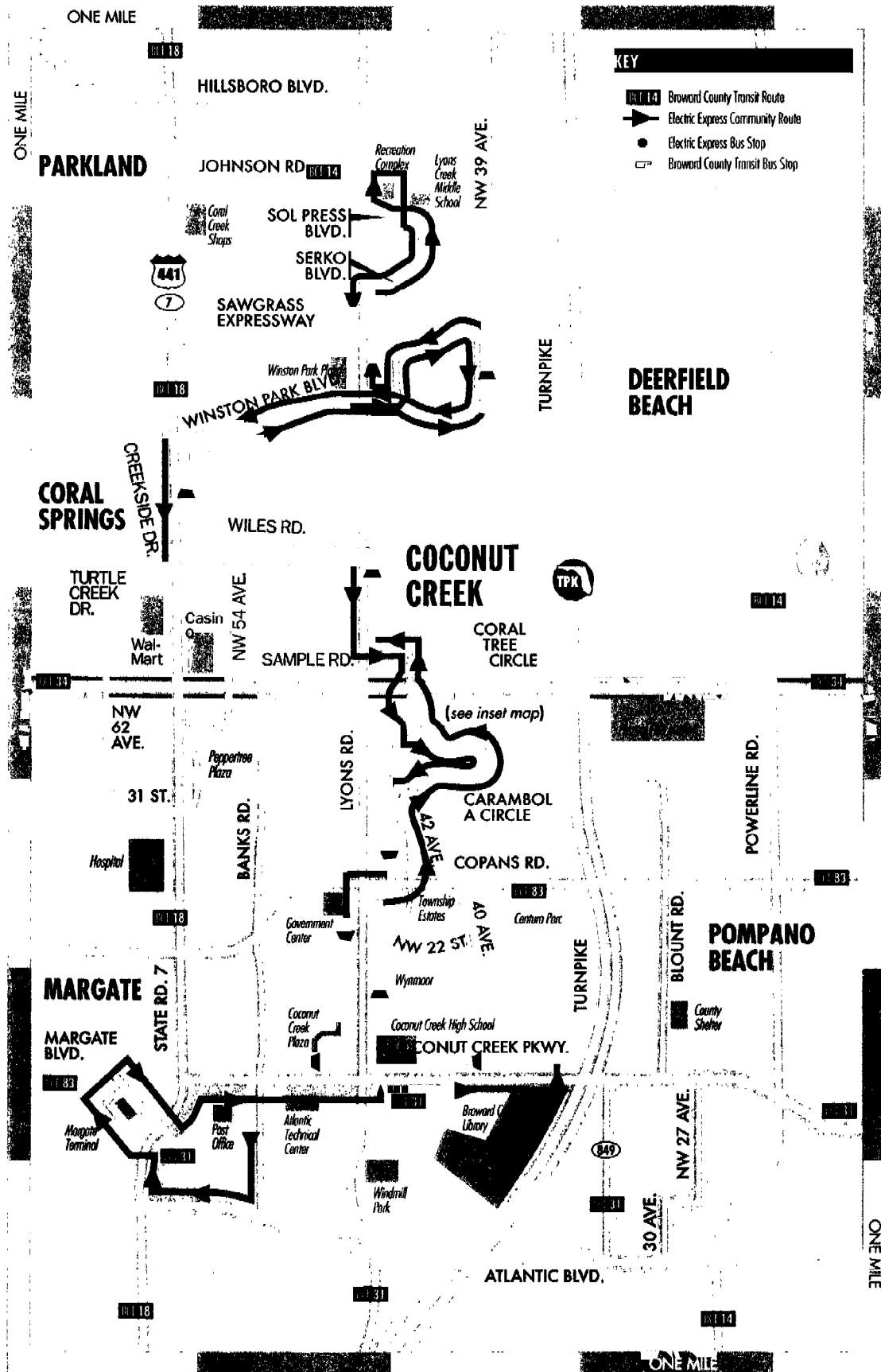


**Exhibit A-1**

City of Coconut Creek  
 Weekday and Saturday  
 Shopper's Loop

Bus	Lyons SB & 22 St	Windmill Park	42 Av NB & Copans Rd	42 Av NB & Sample Rd WB	Walmart	Hospital	Peppertree Plaza	Lyons SB & 22 St	Windmill Park	42 Av NB & Sample Rd EB	Festival Marketplace	42 Av SB & Copans Rd	Lyons SB & 22st
<b>A</b>	7:00A	7:08A	7:18A	7:26A	7:35A	7:41A	7:48A	8:04A	8:12A	8:30	8:42A	8:58A	9:00A
<b>B</b>	8:00A	8:08A	8:18A	8:26A	8:35A	8:41A	8:48A	9:04A	9:12A	9:30A	9:42A	9:58A	10:00A
<b>A</b>	9:00A	9:08A	9:18A	9:26A	9:35A	9:41A	9:48A	10:04A	10:12A	10:30A	10:42A	10:58A	11:00A
<b>B</b>	10:00A	10:08A	10:18A	10:26A	10:35A	10:41A	10:48A	11:04A	11:12A	11:30A	11:42A	11:58A	12:00P
<b>A</b>	11:00A	11:08A	11:18A	11:26A	11:35A	11:41A	11:48A	12:04P	12:12P	12:30P	12:42P	12:58P	1:00P
<b>B</b>	12:00P	12:08P	12:18P	12:26P	12:35P	12:41P	12:48P	1:04P	1:12P	1:30P	1:42P	1:58P	2:00P
<b>A</b>	1:00P	1:08P	1:18P	1:26P	1:35P	1:41P	1:48P	2:04P	2:12P	2:30P	2:42P	2:58P	3:00P
<b>B</b>	2:00P	2:08P	2:18P	2:26P	2:35P	2:41P	2:48P	3:04P	3:12P	3:30P	3:42P	3:58P	4:00P
<b>A</b>	3:00P	3:08P	3:18P	3:26P	3:35P	3:41P	3:48P	4:04P	4:12P	4:30P	4:42P	4:58P	5:00P
<b>B</b>	4:00P	4:08P	4:18P	4:26P	4:35P	4:41P	4:48P	5:04P	5:12P	5:30P	5:42P	5:58P	6:00P

\$20.00 per revenue service hour





**Exhibit A-2**

City of Coconut Creek  
 Weekday and Saturday  
 Community Route

Bus	Lyons SB & 22 St Gov'l Center	Margate Terminal	BCC	NB Lyons Rd & 22st	42 Av NB & Copans Rd	441 NB & Wiles Rd	Recreation Complex	441 & Winston Park Blvd	42 Av SB & Sample Rd	Lyons SB & 22 St
A	6:30A	6:44A	6:55A	7:03A	7:05A	7:24A	7:49A	8:07A	8:20A	8:30A
B	7:30A	7:44A	7:55A	8:03A	8:05A	8:24A	8:49A	9:07A	9:20A	9:30A
A	8:30A	8:44A	8:55A	9:03A	9:05A	9:24A	9:49A	10:07A	10:20A	10:30
B	9:30A	9:44A	9:55A	10:03A	10:05A	10:24A	10:49	11:07A	11:20A	11:30
A	10:30A	10:44A	10:55A	11:03A	11:05A	11:24A	11:49A	12:07P	12:20P	12:30P
B	11:30A	11:44A	11:55A	12:03P	12:05P	12:24P	12:49P	1:07P	1:20P	1:30P
A	12:30P	12:44P	12:55P	1:03P	1:05P	1:24P	1:49P	2:07P	2:20P	2:30P
B	1:30P	1:44P	1:55P	2:03P	2:05P	2:24P	2:49P	3:07P	3:20P	3:30P
A	2:30P	2:44P	2:55P	3:03P	3:05P	3:24P	3:49P	4:07P	4:20P	4:30P
B	3:30P	3:44P	3:55P	4:03P	4:05P	4:24P	4:49P	5:07P	5:20P	5:30P
A	4:30P	4:44P	4:55P	5:03P						
B	5:30P	5:44P	5:55P	6:03P						

\$20.00 per revenue service hour

Exhibit "B"

**DRUG FREE WORKPLACE CERTIFICATION**

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

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substance is prohibited in the 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 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 under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar 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:

**DRUG FREE WORKPLACE CERTIFICATION**

- 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).

*Jacqueline M. Kemp - Human Resources*  
Authorized Signature and Title *Director*  
*Jacqueline M. Kemp, Human Resources*  
Printed Name and Title *Director*

STATE OF **FLORIDA**  
COUNTY OF **BROWARD**

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of **AUGUST**,  
2003, by **JACQUELINE M. KEMP** as **HUMAN RESOURCES DIRECTOR**  
(Name of Person Whose Signature is Notarized) (Title)  
of the **CITY OF COCONUT CREEK** known to me to be the person described herein.  
(Name of Municipality)

NOTARY PUBLIC  
*Sandra A. Mihm*  
(Signature)

**SANDRA A. MIHM**  
(Print Name)

My Commission Expires:



Sandra A. Mihm  
Commission # DD135880  
Expires Aug. 23, 2006  
Bonded Thru  
Atlantic Bonding Co., Inc.

**EXHIBIT "C"**  
**Certificate of Insurance**

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

NAME AND ADDRESS OF AGENCY

COMPANIES AFFORDING COVERAGES

COMPANY  
LETTER A  
COMPANY  
LETTER B  
COMPANY  
LETTER C  
COMPANY  
LETTER D  
COMPANY  
LETTER E

NAME AND ADDRESS OF INSURED

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability In Thousands (000)	
				EACH OCCURRENCE	AGGREGATE
	<b>GENERAL LIABILITY</b>				
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY \$	\$
	<input checked="" type="checkbox"/> PREMISES OPERATIONS			PROPERTY DAMAGE \$	\$
	<input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD				
	<input type="checkbox"/> UNDERGROUND HAZARD				
	<input type="checkbox"/> PRODUCTS/ COMPLETED OPERATIONS HAZARD			BODILY INJURY AND PROPERTY DAMAGE \$ 100	200
	<input type="checkbox"/> CONTRACTUAL INSURANCE			COMBINED	
	<input type="checkbox"/> BROAD FORM PROPERTY DAMAGE				
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				
	<input type="checkbox"/> PERSONAL INJURY				
	<input type="checkbox"/> GARAGE				
	<b>AUTOMOBILE LIABILITY</b>				
	<input type="checkbox"/> COMPREHENSIVE FORM			BODILY INJURY (EACH PERSON) \$	
	<input checked="" type="checkbox"/> OWNED			BODILY INJURY (EACH ACCIDENT) \$	
	<input type="checkbox"/> HIRED			PROPERTY DAMAGE \$	
	<input type="checkbox"/> NON-OWNED			BODILY INJURY AND PROPERTY DAMAGE \$ 200	
	<b>EXCESS LIABILITY</b>				
	<input type="checkbox"/> UMBRELLA FORM			BODILY INJURY AND PROPERTY DAMAGE \$	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM			COMBINED	
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY	
	<input type="checkbox"/> OTHER			\$ 100	(EACH ACCIDENT)

*FLA STATUTE - 768.28*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

- CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)
- ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA
- CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the Issuing company will mail Thirty (30) days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER  
Broward County Board of County Commissioners  
115 South Andrews Avenue  
Ft Lauderdale, FL 33301

ATTN: Purchasing Division, Room 212

DATE ISSUED:

AUTHORIZED REPRESENTATIVE

By: *Mary M. Meister*  
Mary M. Meister, CPIW

RE: BID #  
*TAITR Local*

PROJECT #

DATE: *7-31-00*

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/30/2003

PRODUCER

Serial # B1748

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

## INSURERS AFFORDING COVERAGE

**INSURED**  
CITY OF COCONUT CREEK, INCLUDED IN  
SOUTH EAST RISK MANAGEMENT ASSOC. (SERMA)  
C/O EMPLOYERS MUTUAL, INC.  
700 CENTRAL PARKWAY  
STUART, FL 34994

INSURER A: QUALIFIED SELF-INSURER  
INSURER B: GENESIST INDEMNITY COMPANY  
INSURER C: LLOYDS, LEXINGTON, ROYAL, WESTCHESTER;  
INSURER D: USF&G; ALLIANZ; TIG; ESSEX; U.S.FIRE; NUTMEG  
INSURER E:

## COVERAGES

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

INSUR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b>				
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	COVERAGE IS PROVIDED IN ACCORDANCE WITH F.S.768.28 AND YXB -	10/01/2003	10/01/2004	EACH OCCURRENCE \$ 100/200 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
B	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR			CLAIMANT CLAIM	
	<b>GEN'L AGGREGATE LIMIT APPLIES PER:</b>	LIMITS ARE PROVIDED PER			
	<input type="checkbox"/> POLICY <input type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC				
	<b>AUTOMOBILE LIABILITY</b>	COVERAGE IS PROVIDED IN ACCORDANCE WITH F.S.768.28 AND YXB -	10/01/2003	10/01/2043	COMBINED SINGLE LIMIT (Ea accident) \$ 100/200 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			CLAIMANT CLAIM	
B	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	LIMITS ARE PROVIDED PER			
	<b>GARAGE LIABILITY</b>				
	<input type="checkbox"/> ANY AUTO				
	<b>EXCESS LIABILITY</b>				
A	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	TBD	10/01/2003	10/01/2004	
B	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$200,000				
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	TBD	10/01/2003	10/01/2004	WORKERS COMPENSATION & EMPLOYERS' LIABILITY LIMIT \$ 1,000,000 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B					
A	<b>ADDITIONAL &amp; PERSONAL</b>	VARIOUS	10/01/2003	10/01/2004	\$176,150,180 SCHEDULED LIMIT SPECIAL FORM, REPL. COST EX AUTOS @ ACV. \$1,000 DEDUCTIBLE
C	<b>PROPERTY INCL. EDP &amp;</b>				
D	<b>MOBILE EQUIP. &amp; AUTOS</b>				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS  
RE: CITY OF COCONUT CREEK'S BUS TRANSPORTATION SYSTEM

## CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS  
PUBLIC TRANSIT  
FORT LAUDERDALE, FL

VIA FAX: (854) 357-8342 - ATTN: DWAYNE RUTHERFORD

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*M.W.M. [Signature]*

Exhibit "D"

CERTIFICATION OF COMPLIANCE

TO: Director,  
Broward County Mass Transit Division  
3201 West Copans Road  
Pompano Beach, Florida 33069

I, Jaqueline M. Kemp, Director of Human Resources certify that the City of Coconut Creek  
(Name) (Title) (Name of Contractor)  
has established and implemented an anti-drug and alcohol misuse prevention program in  
accordance with the terms of Federal Transit Administration (FTA) regulation 49 CFR Part 655. I further  
certify that employee training conducted under this program meets the requirements of this  
regulation.

10/27/03  
(Date)

Jaqueline M. Kemp  
(Signature)

**EXHIBIT "E"**

*Billed To:*

Contract Administrator  
Broward County Transit  
3201 West Copans Road  
Pompano Beach, FL 33069

*Billed By:*

Name of City:  
Address:

Name of Person Completing Invoice:

Telephone No:

**Quarterly Billing Period:  
Number of Revenue Vehicles in Service:**

Month:

Total Weekday Revenue Service Hours x \$20 =  
Total Saturday Revenue Service Hours x \$20 =  
Total Sunday Revenue Service Hours x \$20 =

*Sub Total:*

Month:

Total Weekday Revenue Service Hours x \$20 =  
Total Saturday Revenue Service Hours x \$20 =  
Total Sunday Revenue Service Hours x \$20 =

*Sub Total:*

Month:

Total Weekday Revenue Service Hours x \$20 =  
Total Saturday Revenue Service Hours x \$20 =  
Total Sunday Revenue Service Hours x \$20 =

*Sub Total:*

Capital Cost of Contracting  
Num. of vehicles ( ) x \$12,000 =

*Sub Total:*

**Total:**

Print Name

Title

Signature

Date



## CITY OF COCONUT CREEK

OFFICE OF THE CITY CLERK  
4800 WEST COPANS ROAD  
COCONUT CREEK, FLORIDA 33063

September 3, 2003

Mr. Irvin Minney  
Contracts/Grants Administrator  
Broward County Mass Transit Division  
3201 West Copans Road  
Pompano Beach Florida 33069

RE: Interlocal Agreement between City and Broward County for Public Transportation Services

Dear Irv:

Enclosed are five originals of the above-referenced Agreement, along with a certified copy of Resolution No. 2003-84, which authorized the City Manager to execute said Agreement.

Following approval and execution of the Agreement by Broward County, please return one original to me for the City's files.

If you have any questions, please call me at 954 973-6774.

Sincerely,

BARBARA S. PRICE, CMC  
City Clerk

Enclosures

cc: David J. Rivera, Deputy City Manager  
Dave Cherry, Special Services Coordinator



**Price, Barbara S.**  
**From:** Lewis, Dorothy A.  
**Sent:** Tuesday, September 09, 2003 4:22 PM  
**To:** Price, Barbara S.  
**Subject:** FW: Removal of Section 10.7 from the Interlocal Agreement for Transportation Services

Sorry, I forgot to copy you. Here is a copy of the email.

-----Original Message-----

**From:** Lewis, Dorothy A.  
**Sent:** Tuesday, September 09, 2003 4:20 PM  
**To:** 'forsmith@broward.org'  
**Subject:** Removal of Section 10.7 from the Interlocal Agreement for Transportation Services

The City Attorney of Coconut Creek has reviewed this matter and concurs that Section 10.7 - Conflicts, of the Interlocal Agreement between the City of Coconut and Broward County for Public Transportation Services can be removed from the Contract.

Dottie Lewis  
Executive Assistant  
City of Coconut Creek  
*Butterfly Capital of the World™*  
(954) 973-6720  
(954) 973-6777 Fax  
dlewis@creekgov.net  
<http://www.creekgov.net>



3201 West Copans Road  
Pompano Beach, FL 33069

BROWARD COUNTY BOARD OF  
COUNTY COMMISSIONERS  
COMMUNITY SERVICES DEPARTMENT  
MASS TRANSIT DIVISION

**Administration**

- Beth Damanti..... 954-357-8365
- Dianne Dalyons..... 954-357-8481
- Jay Gross..... 954-357-8334
- Rebecca Horwitz.. 954-357-6780
- Nana Rouch..... 954-357-8308
- Robert Roth..... 954-357-8361
- Stacy Simmons..... 954-357-8346
- Jim Siwek..... 954-357-8304
- Matt Skaria..... 954-357-8306
- Lorraine Smith..... 954-357-8360
- Rosalind Smith..... 954-357-8367
- Bill Sorrells..... 954-357-8396
- Terry Wilbor..... 954-357-6788
- Barbara Ziegler..... 954-357-8301
- Eileen Zobel..... 954-357-7717

From FAX Number:  
954-357-8305

Date:

Time:

FAX Number:

Total Pages Sent:

To: *John Kelly*  
Company: *BCT*

From: *L. Smith*  
Phone: *357-8360*

Message:

*Please send e-mail to  
LORSMITH@BROWARD.ORG  
agreeing to replace marked  
pages with clean copy. We agree  
to strike section 10.7 from the  
contract.*

*Thank you.*

*Please send today. I  
need ASAP.*

*Lorraine*



Please call if you have not received all pages

**FOR CITY:**

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, Florida 33063

**10.6 ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, CITY shall not subcontract any portion of the work required by this Agreement except as authorized herein.

CITY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

**10.7 CONFLICTS**

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

CITY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding, related to performance under this Agreement, in which he or she is not a party, unless compelled by court process. Further, CITY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding related to the performance under this Agreement. The limitations of this section shall not preclude CITY or any other persons from representing themselves in any action or in any administrative or legal proceeding related to the performance under this Agreement.

~~In the event CITY is permitted to utilize subcontractors to perform any services required by this Agreement, CITY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.~~

#### 10.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 10.9 COMPLIANCE WITH LAWS

CITY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 10.10 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

#### 10.11 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

#### 10.12 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement,



**COCONUT CREEK  
CITY COMMISSION  
AGENDA ITEM REPORT**

22

**DATE:** August 28, 2003

**ITEM:**

A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY FOR PUBLIC TRANSPORTATION SERVICES (RESOLUTION NO. 2003-84)

**SUMMARY:**

The City of Coconut Creek has determined that it is in the best interest and welfare for the residents of the City to continue to provide transportation services to the community. This agreement shall remain in effect through September 30, 2006, and provides for a two-route program with four buses in service.

*Lucy / Waldman 5-0Vall*

**DEPARTMENT:** Public Services



Community Services Department  
**MASS TRANSIT DIVISION** - Service Development  
3201 West Copans Road • Pompano Beach, Florida 33069  
954-357-8375 • FAX 954-357-8342

August 6, 2003

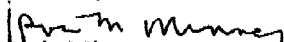
John P. Kelly, City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33329

Dear Mr. Kelly:

Please find enclosed five(5) original Interlocal Agreements with attachments A through E between Broward County and the City of Coconut Creek for Public Transportation Services. It is our hope that this agreement would be placed on your commission agenda August 28, 2003 for consideration. This agreement replaces your previous agreement which terminates September 30, 2003.

Please let me know if you need any assistance and if I am needed to attend the commission meeting when it is being considered by the City of Coconut Creek City Commission. I can be reached at 954-357-7713 or email [iminney@broward.org](mailto:iminney@broward.org).

Sincerely,

  
Irvin Minney

Contract/Grants Administrator  
Broward County Mass Transit Division

C: Robert Roth, Director, Broward County Mass Transit Division  
David Rivera, Deputy City Manager, City of Coconut Creek  
David Cherry, Special Services Coordinator, City of Coconut Creek



Community Services Department  
**MASS TRANSIT DIVISION** • Service Development  
3201 West Copans Road • Pompano Beach, Florida 33069  
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Sincerely,

A handwritten signature in black ink that reads "Irvin Minney".

Irvin Minney  
Contract/Grants Administrator  
Broward County Mass Transit Division

C: Robert Roth, Director, Broward County Mass Transit Division  
David Rivera, Deputy City Manager, City of Coconut Creek  
David Cherry, Special Services Coordinator, City of Coconut Creek

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