

**CITY OF MIRAMAR
PROPOSED CITY COMMISSION AGENDA ITEM**

Meeting Date: November 6, 2019

Presenter's Name and Title: Anthony Collins, Director of Public Works on behalf of Public Works Department

Prepared By: Kristy Gilbert, Public Works Assistant Director

Temp. Reso. Number: 7045

Item Description: Temp. Reso. #R7045, Approving an Interlocal Agreement between Broward County and the City of Miramar for Public Transportation Services (Community Bus Services) providing vehicles and operational revenue, in an annual amount of \$928,508.03, for a term commencing upon execution through September 30, 2022 with two optional one year renewal options upon approval by the County's Contract Administrator; approving the addition of a bus stop at the Haven Lakes Estates Mobile Park, and one shared bus on the Orange and Red Routes along with updates to route headways; Authorizing the City Manager to execute the Interlocal Agreement. *(Anthony Collins, Director of Public Works)*

Consent ☐ Resolution ☒ Ordinance ☐ Quasi-Judicial ☐ Public Hearing ☐

Instructions for the Office of the City Clerk: Public Works kindly request execution of the agreement on the dais.

Public Notice – As required by the Sec. ____ of the City Code and/or Sec. ____, Florida Statutes, public notice for this item was provided as follows: on ____ in a ____ ad in the ____; by the posting the property on ____ and/or by sending mailed notice to property owners within ____ feet of the property on ____
(fill in all that apply)

Special Voting Requirement – As required by Sec. ____, of the City Code and/or Sec. ____, Florida Statutes, approval of this item requires a ____ (unanimous, 4/5ths etc.) vote by the City Commission.

Fiscal Impact: Yes ☒ No ☐

REMARKS: Revenue totaling \$928,508.03 will be deposited into Account No. 001-50-507-000-000-337400 entitled "Broward County-Shuttle Bus".


Content:

- Agenda Item Memo from the City Manager to City Commission
- Resolution TR7045
 - Exhibit A: Interlocal Agreement with Broward County
- Attachments:
 - Attachment 1: Request to Add Bus Stop and Update to Route Headways



**CITY OF MIRAMAR
INTEROFFICE MEMORANDUM**

TO: Mayor, Vice Mayor, & City Commissioners

FROM: Vernon E. Hargray, City Manager 

BY: Anthony Collins, Director of Public Works

DATE: October 31, 2018

RE: Temp. Reso. No. 7045, approving an Interlocal Agreement for Public Transportation (Community Bus Services) between Broward County and the City of Miramar; and approving the addition of a bus stop at the Haven Lakes Estates Mobile Park, and one shared bus on the Orange and Red Routes along with updates to route headways

RECOMMENDATION: The City Manager recommends approval of Temp. Reso. No. 7045, approving an Interlocal Agreement ("ILA") with Broward County for Public Transportation (Community Bus Services); approving the addition of a bus stop at the Haven Lakes Estates Mobile Park, and one shared bus on the Orange and Red Routes along with updates to route headways; authorizing the City Manager to execute the Interlocal Agreement.

ISSUE: City Commission approval is required for an agreement.

BACKGROUND: The City of Miramar Public Works Department has been effectively and successfully operating the Community Bus Service program for 24 years through an Interlocal Agreement ("ILA") with Broward County.

The service provides four routes (Green, Red, Yellow and Orange) and operates five days a week, 12 hours a day, providing residents with public transportation within the City. The service also connects with the Broward County Mass Transit System.

The term of the existing agreement expired September 30, 2019. The agreement was administratively extended through November 22, 2019 to allow the City and County sufficient time to finalize and approve the new agreement.

The previous ILA allowed for the County to provide total annual revenue in the amount of \$181,100. The annual revenue is based on operational hours at \$15.00 per hour. Broward County voters in November 2018 approved the 30-year one cent surtax for transportation. The sales surtax took effect on January 1, 2019. With approval of the one cent tax, the hourly rate increased from \$15.00 to \$65.41 per hour. The new ILA will provide for annual operational revenue in the amount of \$928,508.03.

The new ILA provides for the nominal lease of five vehicles to the City, providing service to the four routes. The term of the ILA will commence upon execution and shall remain in effect through September 30, 2022, with an option to extend the term for up to two additional one year periods upon written approval of the County's Contract Administrator.

On November 28, 2017, the City submitted a written request to Broward County Transit ("BCT") Division requesting approval to add an additional bus stop on the Orange route at the entrance to the Haven Lakes Estate Mobile Park, and assistance with conducting a time study on the Orange and Red routes in an effort to improve on-time performance and provide efficient service to residents. Broward County acknowledged receipt of the City's request in its letter dated December 5, 2017. (see Attachment 1).

Broward County subsequently performed a field study and revised the timetable on the Orange and Red routes to accommodate the City's request. Final approval of the changes was submitted by the City on June 8, 2019 (the initially scheduled public meeting). To further accommodate the City's request, an additional bus to operate on the Red route (for morning trips only) and Orange route (for afternoon trips only) was released by Broward County to the City on July 15, 2019. (see Attachment 1).

On August 15, 2019, City of Miramar staff held a public meeting at the Miramar Town Center Transit Hub to respond to residents questions regarding the recommended changes to the Community Bus Service Orange and Red routes. The BCT contractual requirements for changing route headways is to hold an official public hearing allowing for recorded inputs.

The City Manager recommends approval of this Resolution to approve an ILA with Broward County for the provision of Public Transportation (Community Bus Services) commencing upon execution through September 30, 2022, approving changes to route headways on the Red and Orange routes, and addition of a bus stop on the Orange route at the entrance to the Haven Lakes Estate Mobile Park.

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**CITY OF MIRAMAR
MIRAMAR, FLORIDA**

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF MIRAMAR FOR PUBLIC TRANSPORTATION SERVICES (COMMUNITY BUS SERVICES) PROVIDING VEHICLES AND OPERATIONAL REVENUE, IN AN ANNUAL AMOUNT OF \$928,508.03, FOR A TERM COMMENCING UPON EXECUTION THROUGH SEPTEMBER 30, 2022 WITH TWO OPTIONAL ONE YEAR RENEWAL OPTIONS UPON APPROVAL BY THE COUNTY'S CONTRACT ADMINISTRATOR; APPROVING THE ADDITION OF A BUS STOP AT THE HAVEN LAKES ESTATE MOBILE PARK, AND ONE SHARED BUS ON THE ORANGE AND RED ROUTES ALONG WITH UPDATES TO ROUTE HEADWAYS; AUTHORIZING THE CITY MANAGER TO EXECUTE THE INTERLOCAL AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Miramar has been effectively and successfully operating Community Bus Service for 24 years through an Interlocal Agreement ("ILA") with Broward County; and

WHEREAS, the City of Miramar and Broward County desire to continue to provide City residents with quality public transportation services within the City; and

WHEREAS, Broward County desires to promote the use of mass transit and support the City in its efforts to encourage mass transit; and

WHEREAS, a new ILA with Broward County, attached hereto as Exhibit "A", will
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provide the City with five nominally leased vehicles and annual operational revenue in the annual amount of \$928,508.03 for the term commencing upon execution through September 30, 2022, with an option for two additional one-year renewal periods upon approval by the County's Contract Administrator; and

WHEREAS, subsequent to City request, Broward County performed a field study and revised the timetable on the Orange and Red routes, to add an additional stop on the Orange route at the entrance to the Haven Lakes Estate Mobile Park; and

WHEREAS, to further accommodate the City's request, an additional bus to operate on the Red route (for morning trips only) and Orange route (for afternoon trips only) was approved and released by Broward County to the City on July 15, 2019; and

WHEREAS, in accordance with the Interlocal Agreement with Broward County and prior to implementation of any changes including routes that an official public hearing before its City Commission be held allowing for recorded input; and

WHEREAS, notice was published in the Sun Sentinel on October 19, 2019 informing the public of a hearing before the City Commission, commencing on November 6, 2019; and

WHEREAS, the City Manager recommends approving the ILA with Broward County, commencing upon execution through September 30, 2022, with two additional one year renewal option periods, for the provision of Public Transportation Services (Community Bus Services); approving an additional stop on the Orange route at the

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entrance to the Haven Lakes Estate Mobile Park; an additional bus to operate on the Red route (for morning trips only) and Orange route (for afternoon trips only); and changes to route headways; and

WHEREAS, the City Commission deems it to be in the best interest of the citizens and residents of the City of Miramar to approve the ILA with Broward County, for the provision of Public Transportation Services (Community Bus Services), for a term commencing upon execution through September 30, 2022; approving an additional stop on the Orange route at the entrance to the Haven Lakes Estate Mobile Park; an additional bus to operate on the Red route (for morning trips only) and Orange route (for afternoon trips only); and changes to route headways.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MIRAMAR, FLORIDA AS FOLLOWS:

Section 1: That the foregoing “**WHEREAS**” clauses are ratified and confirmed as being true and correct and are made a specific part of this Resolution.

Section 2: That the City Commission approves an Interlocal Agreement with Broward County, for the provision of Public Transportation Services (Community Bus Services), providing for five nominally leased vehicles and operational revenue for Public Transportation Services in an annual amount of \$928,508.03, for a term commencing upon execution through September 30, 2022 with an option for two additional one year renewal periods upon approval by the County’s Contract Administrator; approving an

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additional stop on the Orange route at the entrance to the Haven Lakes Estate Mobile Park; an additional bus to operate on the Red route (for morning trips only) and Orange route (for afternoon trips only); and changes to route headways.

Section 3: That the City Manager is authorized to execute an appropriate agreement with Broward County, in substantial conformity with the attached Exhibit "A," together with such non-substantial changes as are deemed necessary by the City Manager and approved as to form and legal sufficiency by the City Attorney.

Section 4: That revenue from Broward County will be deposited into Account No. 001-50-507-000-000-337400, entitled "Broward County-Shuttle Bus", and operational funding is authorized from Account No. 001-50-507-544-000, entitled "Public Works - Transit Operations".

Section 5: That the appropriate City officials are authorized to do all things necessary and expedient to carry out the aims of this Resolution.

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Section 6: That this Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this _____ day of _____, 2019.

Mayor, Wayne M. Messam

Vice Mayor, Alexandra P. Davis

ATTEST:

City Clerk, Denise A. Gibbs

I HEREBY CERTIFY that I have approved
this RESOLUTION as to form:

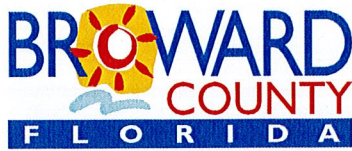
City Attorney,
Austin Pamies Norris Weeks Powell, PLLC

Requested by Administration

Commissioner Winston F. Barnes
Commissioner Maxwell B. Chambers
Commissioner Yvette Colbourne
Vice Mayor Alexandra P. Davis
Mayor Wayne M. Messam

Voted

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TRANSIT DIVISION – Service and Capital Planning

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

September 26, 2019

Gary Bannister
Transportation & Logistics Manager
City of Miramar
2201 Civic Center Place
Miramar, FL 33025

Re: Community Shuttle – City of Miramar New ILA

Dear Mr. Bannister,

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

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

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

Best regards,

A handwritten signature in blue ink, appearing to read "Jen", is written over a light blue circular stamp.

Jennifer Melendez
Contract Grant Administrator

Cc: Cynthia Toussaint, Transportation Coordinator, City of Miramar
Barney L. McCoy, Director - Service and Capital Planning, BCT
Jacque-Ann Isaacs, Community Transit Officer, BCT

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

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

RECITALS

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

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

ARTICLE 1. DEFINITIONS

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

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

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

ARTICLE 2. SCOPE

CITY'S OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

2.5.2 City shall:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.13 OPERATION.

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

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

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

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

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

- 2.13.6 Vehicle operators must successfully complete the County's required Operator Training program prior to operating any Vehicle(s) to provide the Community Shuttle Service set forth herein. County will schedule and provide the training at no cost to City. City must provide County with a minimum of fourteen (14) calendar days advance written notice when City needs to have additional Vehicle operators trained through County's Operators Training program. Employees who complete the training will receive a Certification of Completion.
- a. If approved in writing by County, City or Subcontractor may be eligible to provide its own operator training. Upon an operator's successful completion of the approved operator training, City shall provide a certificate of completion to County and a copy of which shall be kept in employee files by City and City's Subcontractor, as applicable.
- 2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional training for the employees operating Vehicles. The Contract Administrator will provide at least fourteen (14) calendar days' notice of the required training. County will reimburse City for compensation paid to bus operators for participating in the required training.
- 2.13.8 City shall:
- a. Provide base of operation for Vehicle(s), operators, and Community Shuttle Service.
- b. Comply with all Community Shuttle Service operations, and equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise Vehicle operators. County shall schedule and conduct the Vehicle operators' mandatory training unless City has an approved training program.
- e. Ensure that personnel working in the Community Shuttle program have the management, operations, and maintenance expertise required to carry out every obligation necessary to perform the Community Shuttle Service.
- f. Supervise Community Shuttle Service operations.
- g. Provide a means of direct communication between supervisors and Vehicle operators.
- h. Comply with and make appropriate personnel available for County's monitoring and audits.

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

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

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

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

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

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

*All time periods shall be rolling.

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

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

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

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

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

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

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

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

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

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

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

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

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

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

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

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

2.22 STANDARDS. City shall comply with the following:

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

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

COUNTY'S OBLIGATIONS

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

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

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

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

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

ARTICLE 3. VEHICLES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 4. COMPLAINTS

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

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

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

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

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

ARTICLE 5. TERM AND TIME OF PERFORMANCE

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

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

ARTICLE 6. FUNDING

6.1 The County agrees to pay City's costs for operations and maintenance ("O&M") of Community Shuttle Service that is actually performed by City at the established O&M rate of sixty-five dollars and forty-one cents (\$65.41) for Total Vehicle Hours, subject to the availability of Transportation Surtax funds. Funding shall be used by City solely for the purpose of providing Community Shuttle Service and for maintaining, operating, and properly equipping the Vehicle(s) (funding may be used for no other purpose).

6.2 METHOD OF BILLING AND PAYMENT

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

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

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

6.2.3 City shall submit its Total Vehicle Hours (Revenue Service Hours and deadhead; travel time from the yard to start of the route and from the end of the route to the yard) via invoice for payment as set forth in Exhibit G.

6.2.4 County shall pay City, in advance, the projected O&M rate for Total Vehicle Hours due through the first quarter of County's fiscal year. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. The maximum O&M rate, however, does not constitute a limitation, of any sort, upon City's obligation to perform all items of work required by, or which can be reasonably inferred from, the provisions of this Agreement. City shall provide sufficient detail regarding the factors included in its reported hourly rate and County reserves the right to audit this rate.

6.2.5 Advance quarterly payments for Funding shall be adjusted by County based on the Total Vehicle Hours calculations projected as compared to the actual Total Vehicle Hours performed in any previous quarter.

6.2.6 At the conclusion of each fiscal year, the projected budget as presented by the Contract Administrator will be reviewed for the new fiscal year to adjust for the number of days in each month and confirmation of anticipated holidays to be observed by City when service will not be provided.

6.2.7 Following the termination of this Agreement for any reason, City shall return to County any Funding paid in advance to City for any Total Vehicle Hours that were not actually performed by City. County shall conduct a reconciliation of the actual Total Vehicle Hours performed by City prior to termination compared to the amount of Total Vehicle Hours for which advanced Funding was paid. City shall return all Funding that was received in excess of the actual Total Vehicle Hours performed no later than thirty (30) days after receipt of a written notice from County demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

6.3 Notwithstanding any provision of this Agreement to the contrary, County may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by County.

6.4 Payment shall be made to City at:

City of Miramar
Public Works/Transit Division
2201 Civic Center Place
Miramar, FL 33025

ARTICLE 7. INSURANCE

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

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

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

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

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

ARTICLE 8. TERMINATION

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

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

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

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

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

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

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

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

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

ARTICLE 9. EEO COMPLIANCE

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

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

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

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

ARTICLE 10. TITLE VI

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

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

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

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

NOTICE OF PROTECTIONS UNDER TITLE VI OF THE CIVIL RIGHTS ACT

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

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

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

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

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

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

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

ARTICLE 11. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR COUNTY:

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

FOR CITY:

City of Miramar
Public Works/Transit Division
2201 Civic Center Place
Miramar, FL 33025
ctoussaint@miramarfl.gov

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

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

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

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

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

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

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

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

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

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

11.19 PAYABLE INTEREST

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the _____ day of _____, 20____, and CITY OF

_____, signing by and through its _____, duly authorized to execute same.

COUNTY

WITNESSES:

BROWARD COUNTY, by and through
its County Administrator

By _____

By _____
Bertha Henry, County Administrator

Print Name: _____

By _____

_____ day of _____, 20____

Print Name: _____

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

By _____
Angela J. Wallace (Date)
Deputy County Attorney

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

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

CITY

ATTEST:

CITY OF

City Clerk

By: _____
City Manager

(CORPORATE SEAL)

____ day of _____, 20__.

APPROVED AS TO FORM:

By: _____
City Attorney

Exhibit A
Service Schedules, Routes & Maps

Visit the City of Miramar web site at:

www.miramarfl.gov

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

BCT Rider Info

954-357-8400

Hearing-speech impaired/TTY*

954-357-8302

*Teletype machine required



Visit Broward County Transit's web site at:

www.Broward.org/BCT

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



**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT**
An equal opportunity employer and
provider of services.

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

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

2,500 copies of this public document were promulgated at a gross cost of \$38.66 or \$0.015 per copy to inform the public about Broward County Transit (BCT) and Miramar Green Route
Reprinted 8/17

MIRAMAR COMMUNITY BUS Green Route

BCT Route 704



Effective January, 2017

Miramar Community Bus Green Route Service

The City of Miramar and Broward County Transit (BCT) have partnered to provide the Miramar Green Community Bus Route. This free service will increase the number of destinations and connections that can be reached through public transit. Destinations along this route include the Miramar Town Center, Miramar Pkwy and Douglas Rd., Miramar Multi-Service Complex, Venetian stop between Island Dr. & Desoto Dr., Sherman Circle and Jodi Ln., Heron Pointe Apartments, Miramar High School, River Run Shopping Center, and surrounding neighborhoods.

Connections are available to BCT routes 2, 5, 28, University Breeze, 95-Express, and Miramar Orange, Miramar Red, Miramar Yellow Community Bus Routes.

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

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

Hours of Operation Monday through Friday 6:30 a.m. – 6:30 p.m.

The Miramar Green Community Bus Route operates approximately every 65/80 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

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

Holidays

The Miramar Green Community Bus Route does not operate on the following holidays observed by the City of Miramar.

New Year's Day • Memorial Day • Independence Day
Labor Day • Thanksgiving Day • Christmas Day

Bike Racks

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

Loading

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

Unloading

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

Information

For more information about the City of Miramar Community Bus service routes and connections call:

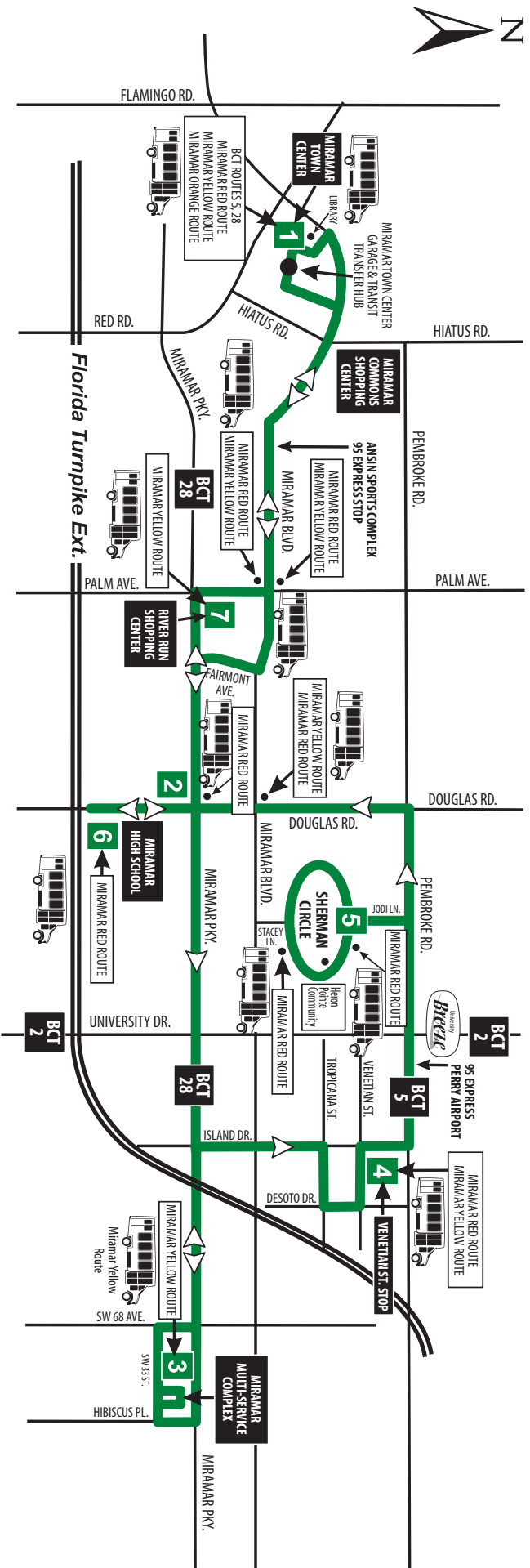
954-602-3194

Monday through Friday: 6 a.m. – 7:30 p.m.

Hearing-speech impaired/TTY*

AT&T Relay 7-1-1

***Teletype machine required**



BEAUTY AND PROGRESS
EST 1955

	1	2	3	4	5	6	7	1
MIRAMAR TOWN CENTER	6:30a	6:49a	7:07a	7:14a	7:24a	7:33a	7:39a	7:46a
	7:50a	8:09a	8:27a	8:34a	8:44a	8:53a	8:59a	9:05a
	9:10a	9:20a	9:30a	9:40a	9:50a	9:58a	10:04a	10:10a
	10:15a	10:25a	10:35a	10:45a	10:55a	11:03a	11:09a	11:15a
	11:20a	11:30a	11:40a	11:50a	12:00p	12:08p	12:14p	12:20p
	12:25p	12:35p	12:45p	12:55p	1:05p	1:13p	1:19p	1:25p
	1:30p	1:40p	1:50p	2:00p	2:10p	2:18p	2:24p	2:30p
	2:35p	2:50p	3:05p	3:15p	3:30p	3:38p	3:44p	3:50p
	3:55p	4:10p	4:25p	4:35p	4:50p	4:58p	5:04p	5:10p
	5:15p	5:30p	5:45p	5:55p	6:10p	6:18p	6:24p	6:30p
MIRAMAR PKWY & DOUGLAS RD								
MIRAMAR MULTI-SERVICE COMPLEX								
SENIOR CENTER VENITIAN ST / ISLAND DR								
SHERMAN CIR & JODI LANE								
MIRAMAR HIGH DOUGLAS RD & FOXCROFT RD								
MIRAMAR PKY RIVER RUN SHOPPING CTR								
MIRAMAR TOWN CENTER								

Visit the City of Miramar web site at:

www.miramarfl.gov

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

BCT Rider Info

954-357-8400

Hearing-speech impaired/TTY*

954-357-8302

*Teletype machine required



Visit Broward County Transit's web site at:

www.Broward.org/BCT

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



**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT**
An equal opportunity employer and
provider of services.

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

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

2,500 copies of this public document were promulgated at a gross cost of \$38.66 or \$0.015 per copy to inform the public about Broward County Transit (BCT) and Miramar Orange Route Reprinted 8/17

MIRAMAR COMMUNITY BUS Orange Route

BCT Route 701



Effective January, 2017

Miramar Community Bus Service

The City of Miramar and Broward County Transit (BCT) have partnered to provide the Miramar Orange Community Bus Route. This free service will increase the number of destinations and connections that can be reached through public transit. Destinations along this route include the Miramar Town Center, Vizcaya Park SW 55 Street, Monarch Lakes Boulevard and Miramar Parkway, Bass Creek Road and Everglades High, Bass Creek and Lakeside Drive, Monarch Lakes Boulevard and Miramar Parkway, Pembroke Road and SW 145 Avenue, and surrounding neighborhoods.

Connections are available to BCT routes 5, 28, 95 Express, and Miramar Green, Miramar Red, Miramar Yellow Community Bus Routes.

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

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

Hours of Operation

**Monday through Friday
6:30 a.m. – 6:26 p.m.**

The Miramar Orange Community Bus Route operates approximately every 90 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Miramar Orange Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holidays

The Miramar Orange Community Bus Route does not operate on weekends or the following holidays observed by the City of Miramar.

New Year's Day • Memorial Day • Independence Day
Labor Day • Thanksgiving Day • Christmas Day

Bike Racks

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

Loading

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

Unloading

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

Information

For more information about the City of Miramar Community Bus service routes and connections call:

954-602-3194

Monday through Friday:

6 a.m. – 7:30 p.m.

Hearing-speech impaired/TTY*

AT&T Relay 7-1-1

***Teletype machine required**

Visit the City of Miramar web site at:

www.miramarfl.gov

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

BCT Rider Info

954-357-8400

Hearing-speech impaired/TTY*

954-357-8302

*Teletype machine required



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BOARD OF COUNTY COMMISSIONERS
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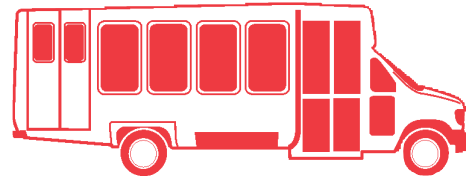
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Reprinted 8/17

MIRAMAR COMMUNITY BUS Red Route

BCT Route 703



Effective January, 2017

Miramar Community Bus Service

The City of Miramar and Broward County Transit (BCT) have partnered to provide the Miramar Red Community Bus Route. This free service will increase the number of destinations and connections that can be reached through public transit. Destinations along this route include the Miramar Town Center, Miramar Boulevard and Palm Avenue, Miramar High School, Sherman Circle Community, Miramar Boulevard and University Drive, Venetian Street stop, Pembroke Road and Flamingo Road, Pembroke Lakes Mall, Memorial Hospital West, The Miramar Commons Shopping Center, and surrounding neighborhoods.

Connections are available to BCT routes 2, 5, 7, 16, 23, 28, 95-Express, University Breeze, and Miramar Green, Miramar Orange, Miramar Yellow Route Community Bus.

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

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

Hours of Operation Monday through Friday 6:30 a.m. – 6:30 p.m.

The Miramar Red Community Bus Route operates approximately every 80 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Miramar Red Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holidays

The Miramar Red Community Bus Route does not operate on weekends or the following holidays observed by the City of Miramar.

New Year's Day • Memorial Day • Independence Day
Labor Day • Thanksgiving Day • Christmas Day

Bike Racks

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

Loading

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

Unloading

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

Information

For more information about the City of Miramar Community Bus service routes and connections call:

954-602-3194

Monday through Friday: 6 a.m. – 7:30 p.m.

Hearing-speech impaired/TTY*

AT&T Relay 7-1-1

*Teletype machine required

Visit the City of Miramar web site at:

www.miramarfl.gov

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

BCT Rider Info

954-357-8400

Hearing-speech impaired/TTY*

954-357-8302

*Teletype machine required



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Reprinted 8/17

MIRAMAR COMMUNITY BUS Yellow Route

BCT Route 702



Effective January 2017

Miramar Community Bus Service

The City of Miramar and Broward County Transit (BCT) have partnered to provide the Miramar Yellow Community Bus Route. This free service will increase the number of destinations and connections that can be reached through public transit. Destinations along this route include the Miramar Town Center, Pembroke Road and Flamingo Road, Miramar Boulevard and Palm Avenue, Miramar Boulevard and University Drive, Pembroke Road and US 441, Miramar Parkway and US 441, Miramar Multi-Services Complex, Venetian Street stop, Miramar Parkway and River Run Shopping Plaza, and surrounding neighborhoods.

Connections are available to BCT routes 2, 5, 18, 95 Express, University Breeze, 441 Breeze, West Park Community Bus, and Miramar Green, Miramar Orange, Miramar Red Route Community Bus.

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

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

Hours of Operation Monday through Friday 7:00 a.m. – 7:00 p.m.

The Miramar Yellow Community Bus Route operates approximately every 72 minutes, with assigned stops. Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions, or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Miramar Yellow Community Bus Route will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

Holidays

The Miramar Yellow Community Bus Route does not operate on weekends or the following holidays observed by the City of Miramar.

New Year's Day • Memorial Day • Independence Day
Labor Day • Thanksgiving Day • Christmas Day

Bike Racks

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

Loading

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

Unloading

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

Information

For more information about the City of Miramar Community Bus service routes and connections call:

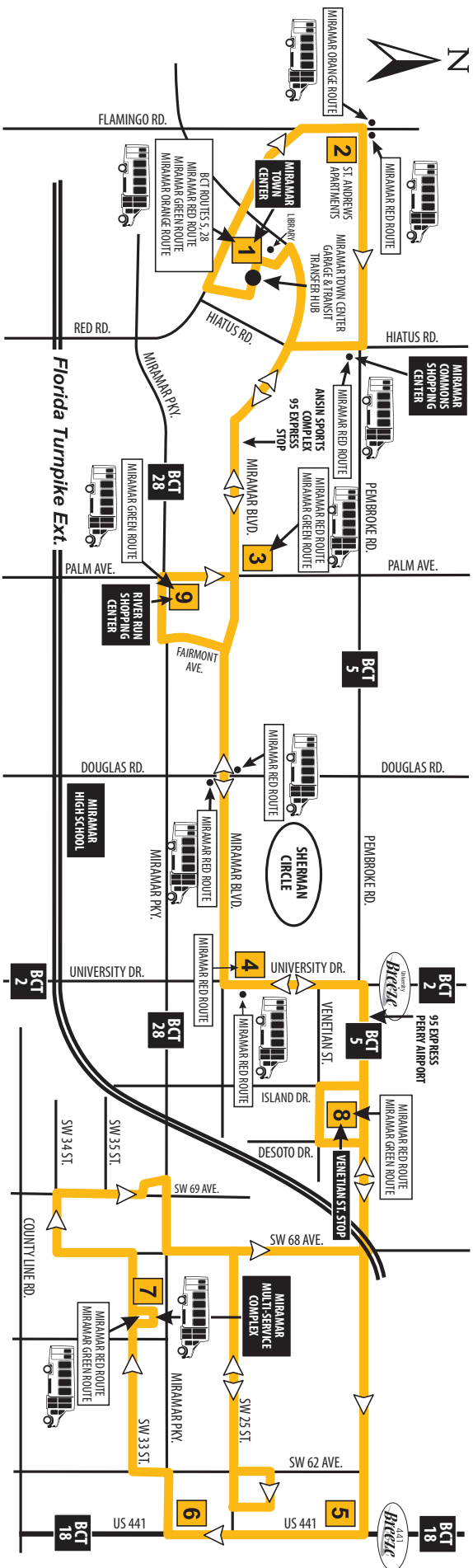
954-602-3194

Monday through Friday: 6 a.m. – 7:30 p.m.

Hearing-speech impaired/TTY*

AT&T Relay 7-1-1

***Teletype machine required**



MIRAMAR TOWN CENTER

**PEMBROKE RD & FLAMINGO RD
(ST ANDREWS)**

**MIRAMAR BLVD
& PALM AVE**

**MIRAMAR BLVD
& UNIVERSITY DR**

**PEMBROKE RD
& US 441**

**MIRAMAR PKY
& US 441**

**MIRAMAR MULTI-
SERVICE COMPLEX**

**VENETIAN ST STOP BETWEEN
ISLAND DR & DESOTO DR**

**MIRAMAR PKY
RIVER RUN SHOPPING CTR**

MIRAMAR TOWN CENTER

1	2	3	4	5	6	7	8	9	1
7:00a	7:04a	7:11a	7:17a	7:26a	7:28a	7:32a	7:52a	8:04a	8:10a
8:12a	8:16a	8:23a	8:29a	8:38a	8:40a	8:44a	9:04a	9:16a	9:22a
9:24a	9:28a	9:35a	9:41a	9:50a	9:52a	9:56a	10:16a	10:28a	10:34a
10:36a	10:40a	10:47a	10:53a	11:02a	11:04a	11:08a	11:28a	11:40a	11:46a
11:48a	11:52a	11:59a	12:05p	12:14p	12:16p	12:20p	12:40p	12:52p	12:58p
1:00p	1:04p	1:11p	1:17p	1:26p	1:28p	1:32p	1:52p	2:04p	2:10p
2:12p	2:16p	2:23p	2:29p	2:38p	2:40p	2:44p	3:04p	3:16p	3:22p
3:24p	3:28p	3:35p	3:41p	3:50p	3:52p	3:56p	4:16p	4:28p	4:34p
4:36p	4:40p	4:47p	4:53p	5:02p	5:04p	5:08p	5:28p	5:40p	5:46p
5:50p	5:54p	6:01p	6:07p	6:16p	6:18p	6:22p	6:42p	6:54p	7:00p

Exhibit B
Drug Free Workplace Certification

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

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

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

(Vendor Signature)

(Print Vendor Name)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,

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

as _____ of _____
(Title) (Name of Corporation/Company)

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

(Type of Identification)

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

NOTARY PUBLIC:

(Signature)

(Print Name)

My commission expires: _____

Exhibit C
Schedule of Reports

EXHIBIT "C"

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

Notes:

CommunityShuttleReports@Broward.org is the dedicated email for submission of all reports unless otherwise designated by the Contract Administrator. The format of reports, either electronic or paper, is at the sole discretion of the Contract Administrator.

Additional reports may be added as deemed necessary by the Contract Administrator.

COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report.

CITY is responsible for accurate data reporting and documentation.

Exhibit D
Vehicles & Equipment Inventory

EXHIBIT "D"

City of Miramar

Vehicles for Fiscal Year 2020

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
M1266	2013	ENC Aerotech	16/2	312223	1GB6G5BL1C1180022
M1459	2014	Chevy El Dorado	16/2	316625	1GB6G5BL3F1130419
M1462	2014	Chevy El Dorado	16/2	316628	1GB6G5BLXF1129039
M1900	2019	Champion F550 Defender G Force Propane Bus	16/2	330315	1FDAF5GY6KDA04668
M1901	2019	Champion F550 Defender G Force Propane Bus	16/2	330316	1FDAF5GY5KDA07089

Exhibit E
Pre-Trip & Post-Trip Inspection Form

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

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

Pre-trip/Post-trip Inspection Form			
Agency	<div style="border-bottom: 1px solid black; width: 100%;"></div>		
Unit ID #	<div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	Pre-trip Inspection
Date	<div style="border-bottom: 1px solid black; width: 100%;"></div>	<div style="border: 1px solid black; width: 40px; height: 20px;"></div>	Post-trip Inspection
Mileage	<div style="border-bottom: 1px solid black; width: 100%;"></div>		

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

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

Driver's Name

Manager's Name

Technician's Name

Repair Notes:

V8.25.17

Exhibit F
Funding

City of Miramar
Annual Operating Funding - FY 2020

Buses		Route	Service	Span of Service	Frequency	Daily Vehicle Hours	Days	Funding Per Vehicle Hour	Annual Funding
1	Green E		Weekday	6:30a - 6:30p	60 min	12.42	256	\$65.41	\$207,972.40
2	Orange (Green W)		Weekday	6:30a - 6:26p	60 min	14.27	256	\$65.41	\$238,950.58
2	Red		Weekday	6:30a - 6:30p	60 min	16.34	256	\$65.41	\$273,612.65
1	Yellow		Weekday	7:00a - 7:00p	60 min	12.42	256	\$65.41	\$207,972.40
Total Annual Funding									\$928,508.03

Exhibit G
Invoice

INVOICE

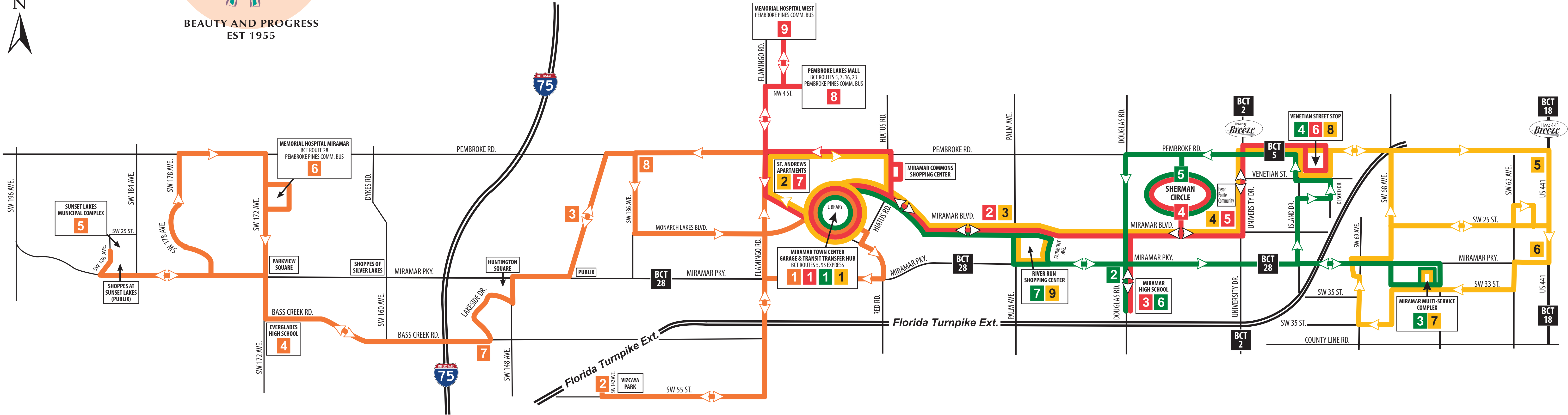
DATE _____

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

Make all checks payable to:



City of Miramar Community Bus Transit Map



ORANGE ROUTE

MIRAMAR TOWN CENTER	VIZCAYA PARK SW 55 ST	SW 145 AVE FBI BUILDING	BASS CREEK RD EVERGLADES HIGH SCHOOL	SUNSET LAKES MUNICIPAL COMPLEX	MEMORIAL HOSPITAL MIRAMAR	BASS CREEK RD EVERGLADES HIGH SCHOOL	SW 145 AVE FBI BUILDING	PEMBROKE RD & SW 136 AVE	MIRAMAR TOWN CENTER
1	2	3	4	5	6	4	3	7	1
6:30a	6:43a	6:58a	7:07a	7:15a	7:25a	7:32a	7:41a	7:48a	7:56a
8:00a	8:13a	8:28a	8:37a	8:45a	8:55a	9:02a	9:11a	9:18a	9:26a
9:30a	9:43a	9:56a	10:05a	10:13a	10:23a	10:30a	10:39a	10:45a	10:51a
11:00a	11:13a	11:26a	11:35a	11:43a	11:53a	12:00p	12:09p	12:15p	12:21p
12:30p	12:43p	12:56p	1:05p	1:13p	1:23p	1:30p	1:39p	1:45p	1:51p
2:00p	2:13p	2:26p	2:35p	2:43p	2:53p	3:00p	3:09p	3:16p	3:24p
3:30p	3:43p	3:58p	4:07p	4:15p	4:25p	4:32p	4:41p	4:48p	4:56p
5:00p	5:13p	5:28p	5:37p	5:45p	5:55p	6:02p	6:11p	6:18p	6:26p



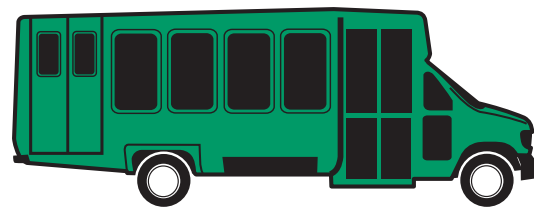
RED ROUTE

MIRAMAR TOWN CENTER	MIRAMAR BLVD & PALM AVE	MIRAMAR HIGH DOUGLAS RD & FOXCROFT RD	SHERMAN CIR & STACEY LA	MIRAMAR BLVD & UNIVERSITY DR	VENETIAN ST STOP BETWEEN ISLAND DR & DESOTO DR	MIRAMAR BLVD & UNIVERSITY DR	MIRAMAR BLVD & PALM AVE	MIRAMAR TOWN CENTER	PEMBROKE RD & FLAMINGO RD (ST ANDREWS)	PEMBROKE LAKES MALL	MEMORIAL WEST HOSPITAL	MIRAMAR TOWN CENTER
1	2	3	4	5	6	5	2	1	7	8	9	1
6:30a	6:35a	6:50a	6:44a	6:56a	7:02a	7:07a	7:15a	7:20a	7:29a	7:37a	7:39a	7:45a
7:50a	7:55a	8:05a	8:10a	8:15a	8:21a	8:26a	8:34a	8:39a	8:48a	8:56a	8:59a	9:05a
9:10a	9:15a	9:25a	9:30a	9:35a	9:41a	9:46a	9:54a	9:59a	10:08a	10:16a	10:19a	10:25a
10:30a	10:35a	10:45a	10:50a	10:55a	11:01a	11:06a	11:14a	11:19a	11:28a	11:36a	11:39a	11:45a
11:50a	11:55a	12:05p	12:10p	12:15p	12:21p	12:26p	12:34p	12:39p	12:48p	12:56p	12:59p	1:05p
1:10p	1:15p	1:25p	1:30p	1:35p	1:41p	1:46p	1:54p	1:59p	2:08p	2:16p	2:19p	2:25p
2:32p	2:37p	2:47p	2:52p	2:57p	3:03p	3:08p	3:16p	3:21p	3:30p	3:38p	3:41p	3:47p
3:53p	3:58p	4:08p	4:13p	4:18p	4:24p	4:29p	4:37p	4:42p	4:51p	4:59p	5:02p	5:08p
5:15p	5:20p	5:30p	5:35p	5:40p	5:46p	5:51p	5:59p	6:04p	6:13p	6:21p	6:24p	6:30p



YELLOW ROUTE

MIRAMAR TOWN CENTER	PEMBROKE RD & FLAMINGO RD (ST ANDREWS)	MIRAMAR BLVD & PALM AVE	MIRAMAR BLVD & UNIVERSITY DR	PEMBROKE RD & US 441	MIRAMAR PKY & US 441	MIRAMAR MULTI-SERVICE COMPLEX	VENETIAN ST STOP BETWEEN ISLAND DR & DESOTO DR	MIRAMAR PKY RIVER RUN SHOPPING CTR	MIRAMAR TOWN CENTER
1	2	3	4	5	6	7	8	9	1
7:00a	7:04a	7:11a	7:17a	7:26a	7:28a	7:32a	7:52a	8:04a	8:10a
8:12a	8:16a	8:23a	8:29a	8:38a	8:40a	8:44a	9:04a	9:16a	9:22a
9:24a	9:28a	9:35a	9:41a	9:50a	9:52a	9:56a	10:16a	10:28a	10:34a
10:36a	10:40a	10:47a	10:53a	11:02a	11:04a	11:08a	11:28a	11:40a	11:46a
11:48a	11:52a	11:59a	12:05p	12:14p	12:16p	12:20p	12:40p	12:52p	12:58p
1:00p	1:04p	1:11p	1:17p	1:26p	1:28p	1:32p	1:52p	2:04p	2:10p
2:12p	2:16p	2:23p	2:29p	2:38p	2:40p	2:44p	3:04p	3:16p	3:22p
3:24p	3:28p	3:35p	3:41p	3:50p	3:52p	3:56p	4:16p	4:28p	4:34p
4:36p	4:40p	4:47p	4:53p	5:02p	5:04p	5:08p	5:28p	5:40p	5:46p
5:50p	5:54p	6:01p	6:07p	6:16p	6:18p	6:22p	6:42p	6:54p	7:00p



GREEN ROUTE

MIRAMAR TOWN CENTER	MIRAMAR PKWY & DOUGLAS RD	MIRAMAR MULTI-SERVICE COMPLEX	SENIOR CENTER VENETIAN ST / ISLAND DR	SHERMAN CIR & JODI LANE	MIRAMAR HIGH DOUGLAS RD & FOXCROFT RD	MIRAMAR PKY RIVER RUN SHOPPING CTR	MIRAMAR TOWN CENTER
1	2	3	4	5	6	7	1
6:15a	6:34a	6:52a	6:59a	7:09a	7:18a	7:24a	7:31a
7:46a	8:05a	8:23a	8:30a	8:40a	8:49a	8:55a	9:02a
9:07a	9:26a	9:44a	9:51a	10:01a	10:10a	10:16a	10:23a
10:27a	10:46a	11:04a	11:11a	11:21a	11:30a	11:36a	11:43a
11:47a	12:06p	12:24p	12:31p	12:41p	12:50p	12:56p	1:03p
1:07p	1:26p	1:44p	1:51p	2:01p	2:10p	2:16p	2:23p
2:27p	2:46p	3:04p	3:11p	3:21p	3:30p	3:36p	3:43p
3:43p	4:02p	4:20p	4:27p	4:37p	4:46p	4:52p	4:59p
4:59p	5:18p	5:36p	5:43p	5:53p	6:02p	6:08p	6:15p



BEAUTY AND PROGRESS
EST 1955

CITY OF MIRAMAR

An Equal Opportunity Employer

Mayor

Wayne M. Messam

Vice Mayor

Yvette Colbourne

City Commission

Winston F. Barnes

Yvette Colbourne

Darline B. Riggs

City Manager

Kathleen Woods-
Richardson

**"We're at the
Center of Everything"**

Public Works Department
13900 Pembroke Road
Miramar, Florida 33027

Phone (954) 883-6815
FAX (954) 602-3750

November 28, 2017

Broward County Transit
Service and Capital Planning
1 N University Drive, Room 3100A
Plantation, FL 33324

Attention: Jacque Ann-Issacs, Community Transit Officer

RE: Request to Add Bus Stop and Time Study on Orange Route

Dear Ms. Jacque-Ann Isaacs,

Further to Cynthia Toussaint's email dated on November 8, 2017, the City of Miramar request that BCT add a new bus stop, on the Orange Route, at the Haven Lakes Estate Trailer Park at the northwest corner of the intersection of Red Road and Honey Hill Road at the entrance to the Haven Lakes Estate Trailer Park. This new bus stop will be used to more directly service the residents of Haven Lakes Estate Trailer Park.

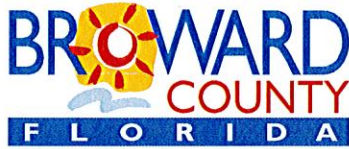
Additionally, the City of Miramar request a time study be performed on the Orange Route to look at and reduce the time overage in order to provide a better timed service.

If you have any questions, please do not hesitate to call me.

Sincerely,

Robert Samuel
Fleet & Transportation Manager

c: Bernard Buxton-Tetteh, Public Works Director
Jennifer Melendez, Contracts/Grant Administrator
Cynthia Toussaint, Transit Coordinator
File



Transportation Department
**TRANSIT DIVISION-Service and Capital
Planning**

1 N. University Drive, Suite 3100A • Plantation, Florida 33324 • 954-357-8300 • FAX 954-357-8482

December 5, 2017

Robert Samuel
Fleet and Transportation Manager
City of Miramar
13900 Pembroke Road
Miramar, FL 33027

Dear Mr. Samuel,

Broward County Transit (BCT) is in receipt of your letter dated November 28, 2017 seeking 1) approval of an additional stop at the Haven Lakes Estate Trailer Park and 2) assistance with on-time performance on the Orange Route.

I have been apprised that your team has already met with BCT personnel for a field study. Please be aware that a review is currently underway. We will advise you of the findings as soon as they are complete.

Until then should you have questions or need further assistance, please do not hesitate to contact me at (954) 357-7713 or jisaacs@broward.org or Jennifer Melendez at (954) 357-8615 or jenmelendez@broward.org.

Respectfully,

A handwritten signature in blue ink that reads "Jacquie-Ann D. Isaacs".

Jacquie-Ann D. Isaacs
Community Transit Officer

C: Barney McCoy, Director of Service and Capital Planning, Broward County Transit
Jennifer Melendez, Contracts/Grants Administrator, Broward County Transit
Trevia Taylor, Superintendent of Transportation Scheduling, Broward County Transit
Tara Crawford, Senior Planner, Broward County Transit
Bernard Buxton-Tetteh, Public Works Director, City of Miramar
Cynthia Toussaint, Transit Coordinator, City of Miramar

Route: 701 MIRAMAR ORANGE CB ROUTE

Garage:

Direction: 1

Block	From	Hdwy + Rec	Note	MIR WCTR	HAVN MHP	VIZC PARK	SW 1 FBI	EVER HIGH	SSET LAKE	MIRA HOSP	EVER HIGH	SW 1 FBI	MIR WCTR	To
701-01		+ 2		630a	639a	645a	700a	715a	721a	730a	736a	748a	758a	
701-01		1h30 + 3		800a	809a	816a	836a	848a	854a	901a	906a	918a	927a	
701-01		1h30 + 17		930a	938a	943a	958a	1006a	1012a	1021a	1026a	1035a	1043a	
701-01		1h30 + 13		1100a	1108a	1116a	1133a	1142a	1147a	1154a	1158a	1207p	1217p	
701-01		1h30 + 12		1230p	1237p	1243p	1259p	108p	113p	122p	127p	137p	148p	
701-01		1h30 + 9		200p	208p	214p	229p	240p	245p	254p	300p	313p	321p	
701-02		0h30 + Lin		230p	238p	244p	259p	310p	315p	324p	330p	340p	349p	
701-01		1h00 + 5		330p	338p	344p	400p	414p	422p	431p	436p	446p	455p	
701-01		1h30 + Lin		500p	509p	515p	532p	545p	550p	600p	606p	616p	627p	

Routes by period

Route	No	Total	%	Distance	Avg Speed	Periods			
701			13.27			1200a - 600x			
In-service	9	12h15	92.34	0.000	0.00	12h15	0.000		
Loading		0h00				0h00			
Layover		1h01	7.66			1h01			
Revenue hours		13h16	100.00			13h16			
Deadhead	0	0h00		0.000	0.00	0h00	0.000		
Pull-in/out	0	0h00		0.000	0.00	0h00	0.000		
Preparation		0h00				0h00			
Total	9	13h16	100.00	0.000	0.00	13h16	0.000		

Recd

Block	From	Hdwy + Rec	Note	MIR	MRBV	HIGH	SHRM	MIRA	MIRA	MIRA	MRBV	MIR	PEMB	PMBR	MEML	MIR	To
				WCTR	PALM	SCHL	STAC	UNIV	SCTR	UNIV	PALM	WCTR	FLAM	LKS	WEST	WCTR	
703-01		+ 5		630a	635a	644a	650a	656a	702a	707a	715a	720a	729a	737a	739a	745a	
703-02		0h40 + 5		710a	715a	724a	730a	736a	742a	747a	755a	800a	809a	817a	819a	825a	
703-01		0h40 + 5		750a	755a	804a	810a	816a	822a	827a	835a	840a	849a	857a	859a	905a	
703-02		0h40 + Lin		830a	835a	844a	850a	856a	902a	907a	915a	920a	929a	937a	939a	945a	
703-01		0h40 + 5		910a	915a	924a	930a	936a	942a	947a	955a	1000a	1009a	1017a	1019a	1025a	
703-01		1h20 + 5		1030a	1035a	1044a	1050a	1056a	1102a	1107a	1115a	1120a	1129a	1137a	1139a	1145a	
703-01		1h20 + 5		1150a	1155a	1204a	1210a	1216a	1222a	1227a	1235p	1240p	1249p	1257p	1259p	105p	
703-01		1h20 + 7		110p	115p	124p	130p	136p	142p	147p	155p	200p	209p	217p	219p	225p	
703-01		1h22 + 6		232p	237p	246p	252p	258p	304p	309p	317p	322p	331p	339p	341p	347p	
703-01		1h21 + 7		353p	358p	407p	413p	419p	425p	430p	438p	443p	452p	500p	502p	508p	
703-01		1h22 + Lin		515p	520p	529p	535p	541p	547p	552p	600p	605p	614p	622p	624p	630p	

Routes by period

Route	No	Total	%	Distance	Avg Speed	Periods				
703		14.58				1200a - 600x				
In-service	11	13h45	94.29	229.515	16.69	13h45	229.515			
Loading		0h00				0h00				
Layover		0h50	5.71			0h50				
Revenue hours		14h35	100.00			14h35				
Deadhead	0	0h00		0.000	0.00	0h00	0.000			
Pull-in/out	0	0h00		0.000	0.00	0h00	0.000			
Preparation		0h00				0h00				
Total	11	14h35	100.00	229.515	16.69	14h35	229.515			

CITY OF MIRAMAR ORANGE WEST ROUTE TURN-BY-TURN

	TIME POINTS	TIME
1	MIRAMAR TOWN CENTER EXIT PARKING LOT RT ON MAIN ST LT ON PROMENADE CITY HALL RT ON HIATUS RD LT ON RED RD RT ON NW 202 ST (HONEY HILL DRIVE) RT ON SW 114TH AVE	
2	HAVEN LAKES ESTATE U-TURN AT S HAVEN DR RT ON NW 202 ST (HONEY HILL DRIVE)	
3	SW 55 ST VIZCAYA PARK U-TURN LT ON NW 202 ST (HONEY HILL DRIVE) LT ON FLAMINGO RD LT ON PEMBROKE RD LT ON SW 145 AVE	
4	SW 145 AVE FBI BUILDING RT ON MIRAMAR PKWY LT ON SW 148 AVE RT ON LAKESIDE DR RT ON BASS CREEK RD	
5	BASSCREEK RD/EVER HS RT ON NW 172 AVE LT ON MIRAMAR PKWY RT SW 186 AVE	
6	COMMUNITY CENTER SUNSET LAKE CIRCLE AROUND THE COMMUNITY LT ON SW 186 AVE LT ON MIRAMAR PKWY LT ON SW 178 AVE RT ON PEMBROKE RD RT SW 172 AVE	
7	SW 172 AVE/SW 23 ST (HOSPITAL) SOUTH ON SW 172 AVE LT ON BASSCREEK RD	
5	BASSCREEK RD /EVERGLADE HS GO STRAIGHT ON BASS CREEK RD LT ON LAKESIDE RD LT ON SW 148 AVE RT ON MIRAMAR PKWY LT SW 145 AVE	
4	SW 145 AVE FBI BUILDING RT ON PEMBROKE RD	
8	PEMBROKES RD/SW 136 AVE RT SW 136 AVE LT ON MONARCH LAKES BLVD/MIRAMAR BLVD RT ON MIRAMAR TOWN CENTER RT ON CIVIC CENTER PL CANAL ST KEEP RIGHT LT ON GARAGE BUILDING	
1	MIRAMAR TOWN CENTER	

Ad Order Information

<u>Ad Number</u>	<u>Ad Type</u>	<u>Production Method</u>	<u>Production Notes</u>
0004317274-01	MIA-CL Liner	AdBooker	

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
1 X 68 li	

<u>Product</u>	<u>Placement</u>	<u>Times Run</u>	<u>Schedule Cost</u>
MIA-Miami Herald	0300 - Legals Classified	1	\$601.85

<u>Run Schedule Invoice Text</u>	<u>Position</u>
CITY OF MIRAMAR PUBLIC NOTICECOMMUNITY	0301 - Legals & Public Notices

Run Dates
07/28/2019

**CITY OF MIRAMAR
PUBLIC NOTICE
COMMUNITY BUS SERVICES
BROWARD COUNTY TRANSIT**

The City of Miramar cordially invites area residents to attend a Community Meeting to discuss the addition of a bus stop to accommodate the Haven Lakes Estates Mobile Park located at 11201 SW 55 th Street, Miramar, FL 33025. The meeting will also discuss new headways to the Orange and Red Community Shuttle Routes and any possible impacts with the new changes. This proposed change will travel South on Red Road over the Turnpike and turn right on 202 nd Street/ Honey Hill Road. There will be an additional bus on both the Red and Orange Routes. The additional bus on the Red Route that will start at 7:10 a.m. and run through 8:25 a.m. The additional bus on the Orange Route will start at 2:30 p.m. and run through 3:40 p.m. This addition will increase ridership on both routes by assisting with the demand for seat availability on buses.

Date of meeting: 6:00 P.M. on August 15, 2019

Location of Public Meeting:
City Transit HUB

Address: 2201 Civic Center
Place Miramar, FL 33027

This item will be presented to City of Miramar City Commission on September 18, 2019. Upon approval implementation of new route and additional headways will begin on: **October 1, 2019.** Public Participation is solicited without regard to race, color, national origin, sex, religion, disability or family status.

For further information or questions prior to the meeting, please contact Gary Bannister, Transit Manager for the City of Miramar Public Works Department at 954-602-3257 or email: gabannister@miramarfl.gov.

**Denlse A. Gibbs, CMC
City Clerk**



Transportation Department

TRANSIT DIVISION- Service and Capital Planning

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

October 2, 2019

Mr. Robert Samuel
Fleet and Transportation Manager
City of Miramar
Public Works Department
13900 Pembroke Road
Miramar, FL 33027

RE: Addition of Bus to Red and Orange Routes and New Stop on Orange Route

Dear Mr. Samuel,

Broward County Transit (BCT) staff did a field study and revised the bus timetable of the Red and Orange Routes to accommodate one (1) additional bus, awarded during the BCT 2017 Supplemental Funding process, and added a stop at the Haven Lakes Estate Trailer Park on the Orange Route as requested by the City of Miramar (City) in letter dated November 28, 2017.

Following multiple communications between BCT and the City, the City provided final approval of the changes on June 8, 2019. The additional bus to operate on the Red (morning trips only) and Orange (afternoon trips only) Routes was released to the City on July 15, 2019.

Pursuant to Article 2, Section 2.6 of the Interlocal Agreement (ILA) please be reminded that the City must hold a public hearing for the effective date of new service on the Red and Orange Routes and must publish in a newspaper of general circulation in Broward County at least one (1) Notice of Intent to hold the Public Hearing no less than ten (10) business days prior to the date of the Public Hearing. Additionally, pursuant to Article 2, Section 2.6.2 of the ILA, please provide a copy of the published Notice and Minutes of the Public Hearing meeting within seven (7) calendar days of the Public Hearing.

Should you have any questions or need further assistance, please do not hesitate to contact me at (954) 357-7713 or jisaacs@broward.org or Jennifer Melendez at (954) 357-8369 or jenmelendez@broward.org.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jacquie-Ann Isaacs".

Jacquie-Ann Isaacs
Community Transit Officer

Cc: Barney L. McCoy, Director of Service and Capital Planning, Broward County Transit
Jennifer Melendez, Contracts/Grants Administrator, Broward County Transit

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Dale V.C. Holness • Nan H. Rich • Tim Ryan • Barbara Sharief • Michael Udine
www.broward.org

RE: Addition of Bus to Red and Orange Routes and New Stop on Orange Route

Trevia Taylor, Superintendent of Transportation Scheduling, Broward County Transit
Tara Crawford, Senior Planner, Broward County Transit
Gary Bannister, Senior Transportation & Logistics Manager, City of Miramar
Kirk Hobson-Garcia, Assistant Director of Public Works, City of Miramar
Cynthia Toussaint, Transit Coordinator, City of Miramar