

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers
FROM/PHONE: Susan Dean 797-1042
DOCUMENT PREPARED BY Susan Dean
SUBJECT: Resolution
AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO APPLY FOR A TRANSPORTATION GRANT FROM BROWARD COUNTY FOR A THIRD COMMUNITY TRANSIT BUS TO SERVE WESTERN DAVIE ; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF:

Since January 2001, the Town of Davie has successfully operated two community buses with funding from Broward County Transit (BCT). These buses serve eastern Davie along a fixed twenty-two mile route, linking primarily low income, senior and minority residents with the Pine Island Park Fitness and Aquatics Center, Pine Island Multi-Purpose Center, Tower Shops, the South Florida Education Center (SFEC), and multiple grocery stores and shopping centers. Davie now seeks to expand on the success of this service by offering a second, comprehensive route that will unite western and eastern Davie along the State Road 84 corridor, and link these residents with other transportation services.

The Town has worked closely with Broward County Transit to develop the proposed route (Route #2/Blue Route). On BCT's recommendation, the new route will somewhat follow BCT Route 75 along eastbound State Road 84, but with enhanced services.

In accordance with the Interlocal Agreement with Broward County, Broward County will provide the vehicle at no cost to the Town and will assist in payments of these costs. Broward County will provide \$20 per hour of service time. The remainder of the costs will be paid through the fifth penny sales tax. If there is an overage and it is necessary for the Town to contribute, the Town has budgeted for this through contingencies.

Number of buses: •1 bus
Originating point: •Broward Community College (BCC) Central Campus
Primary Paths: •I-595 westbound
•SW 136 Avenue
•State Road 84 eastbound
•I-595 East eastbound
•Davie Road
•College Avenue
•Nova Drive
•University Drive

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO APPLY FOR A TRANSPORTATION GRANT FROM BROWARD COUNTY FOR A THIRD BUS TO SERVE WESTERN DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The Town of Davie was awarded a grant from Broward County in 2001 to implement a Community bus system in the eastern Davie area; and

WHEREAS, This community bus system has been highly successful; and

WHEREAS, Public Transportation is limited in the western portion of the Town ; and

WHEREAS, the Town of Davie wishes to implement a similar community bus system linking the western portion of Davie to the eastern portion of Davie ; and

WHEREAS, This grant will provide a substantial portion of the expense to provide this service; and

WHEREAS, The Town's share would be paid primarily through the fifth penny local option gas tax and, if necessary, funds budgeted in the Town's Contingency Account.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby authorize applications by the Town of Davie for Transportation Grant Funds from Broward County, copies of which are attached hereto as Exhibit "A" .

SECTION 2. That the appropriate Town staff are hereby authorized to administer these provisions.

SECTION 3. That this Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2002.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2002.

- Center
- NovaSoutheastern Medical Center
- Tower Shops
- Shenandoah Square Shopping Center
- Orange Park/Sunshine Village Mobile Home Park
- Paradise Village Mobile Home Park
- Kings Manor Mobile Home Park
- Rexmere Village Mobile Home Park
- The Plaza on 84
- Park City West
- K-Mart Shopping Center

Connectivity: •BCT bus routes #12, #9, #23, #2, & #75
 •Davie Community Transit bus #1
 •Cooper City Community Transit Bus

Route Time: •One Hour

Route Distance •19.4 miles (approximate)

Days and Hours: Monday - Friday 7:00 a.m to 7:00 pm
 Saturday - 8:00 am to 4:00 pm

PREVIOUS ACTIONS:

Resolution No. R-97-249, adopted July 16 1997 approving an Interlocal Agreement between the Town and Broward County for transportation services.
Resolution No. R-2000-206 adopted September 6, 2000 , approving an Interlocal Agreement between the Town and Broward County for transportation services.

CONCURRENCES:

Not Applicable

FISCAL IMPACT:

Has request been budgeted? no

If yes, expected cost: \$

Account Name:

If no, amount needed: \$

What account will funds be appropriated from:

Additional Comments: The Town is prepared to pay any supplemental costs through contingencies.

RECOMMENDATION(S):

Motion to approve

Attachment(s):

Resolution

Grant Application Package

Existing Agreement with Broward County

EXHIBIT A



Administration 797-1030
Administration Services 797-1020
Budget & Finance 797-1050
Community Services 797-1145
Development Services 797-1111

Engineering 797-1113
Fire Department 797-1090
Police Department 797-1200
Public Works 797-1240
Utilities 433-4000

TOWN OF DAVIE 6591 Orange Drive, Davie, Florida 33314-3399

(954) 797-1000

September 3, 2002

Broward County Transit
3201 Copans Road
Pompano Beach, FL 33069

Attention: Grants Committee

The Town of Davie has enjoyed a relationship with Broward County Transit for many years. Beginning with our two South Florida Education Center buses in 1997 and then, with the addition of two Town of Davie community buses in 2001, we have achieved a high degree of success. Once again we are working toward improving the public transportation system, this time in western Davie. Your staff has been extremely helpful in providing information and assisting the Town in planning a much needed route to link western Davie with the current eastern community transit bus.

As you are aware, the Town of Davie is a very large geographical area, extending from State Road 7 to west of 1-75. Public Transportation to this western area is limited to one bus along State Road 84 every hour. Many of our low income and elderly mobile home parks are situated along State Road 84 extending out to 136 Avenue. Although, areas are presently served by Broward County bus #75, this bus runs mainly along the 84 corridor requiring residents to walk, often up to one mile, to access current bus stops. Presently, the BCT bus is underused and ridership numbers are down.

We believe the addition of a community bus that will penetrate further into the mobile home parks, with stops that will be scheduled to arrive 30 minutes following the BCT bus, will increase the ridership along that corridor, and may lend itself to a possible assumption of this route in the future, thereby freeing up a BCT bus for a higher demand area.

The Town has budgeted the necessary funds that would be required to operate this bus and it would be our intent to have this bus route up and running before the winter holidays.

We look forward to hearing from you and working with Broward County Transit in the near future. If you have any questions, please contact me at 797-1042.

Sincerely,

Susan Dean
Public Relations Coordinator



COMMUNITY BUS SERVICE APPLICATION FORM

Municipality Town of Davie Official Representative Ms. Susan Dean
Federal ID Number 59-6046527 Phone Number (954)797-1048
Address 6591 Orange Drive Address _____
City, Zip Davie, 33314-3399 City, Zip _____

Name your proposed project manager and give details of his or her qualifications and transportation experience.
Susan Dean. The Town of Davie contracts with an outside vender, A-Plus Transportation, for all related services.
Number of vehicles you propose to lease from Broward County for the proposed service? One (1)
Days of week and proposed hours and frequency of operation Monday - Saturday/7a.m. - 7p.m.

Draw the proposed route on the map on the reverse side of this form (or attach your own city map with routes)

Length of route in miles actual/approximate 19.4 miles (circle actual or approximate)

The applicant is responsible for notifying Broward County Transit (BCT) of any change of address, telephone number or any other changes pertinent to this application. BCT reserves the right to request additional information if needed. Return or mail the completed form and any necessary attachments to BCT at the address below.

I certify that the information provided in this application is true and correct to the best of my knowledge:

Date Signed 9-03-2002

Susan Dean
Sign Here

Name and Title of Applicant Representative Susan Dean, Public Relations
Print Coordinator

Check Remittance Address Town of Davie, 6591 Orange Drive
Davie, FL 33314-3399

APPROVAL SECTION

Proposals will be evaluated and determined acceptable by BCT and the Community Bus Service Committee. Each community bus service is proposed to operate upon the route identified on the reverse side of this form, including direction of travel and proposed bus stop locations. Community bus service shall not duplicate existing BCT routes, however, it is required that community bus routes connect somewhere along the route with BCT buses. A certificate evidencing the required insurance coverage must be submitted to BCT before performance of this service can start.

Service provider shall comply with all applicable requirements of the United States Department of Transportation which shall include, but not be limited to, regulations for drug and alcohol testing and all Federal and local regulations, including the Americans with Disabilities Act.

DO NOT WRITE BELOW THIS LINE

Broward County Mass Transit Division
Service Development Section
3201 West Copans Road
Pompano Beach, Florida 33069
Contract Administrator (954) 357-7713

Approved By: _____
Sign and Date

Name & Title _____
Print

TOWN OF DAVIE
COMMUNITY TRANSIT BUS APPLICATION

Since January 2001, the Town of Davie has successfully operated two community buses with funding from Broward County Transit (BCT). These buses serve eastern Davie along a fixed twenty-two mile route, linking primarily low income, senior and minority residents with the Pine Island Park Fitness and Aquatics Center, Pine Island Multi-Purpose Center, Tower Shops, the South Florida Education Center (SFEC), and multiple grocery stores and shopping centers. Davie now seeks to expand on the success of this service by offering a second, comprehensive route that will unite northwest and northeast Davie, and link these residents with other transportation services.

The Town has worked closely with Broward County Transit to develop the proposed route (Route #2/Blue Route). On BCT's recommendation, the new route will somewhat follow BCT Route 75 along eastbound State Road 84, but with enhanced services. The Davie community bus will compliment BCT's current service by providing:

1. Greater access to public transportation for residents in communities along the State Road 84 Corridor. The proposed new route will travel into areas and shopping centers not currently accessed by BCT Route 75, as well as make additional stops;
2. Greater penetration and more stops within certain neighborhoods where the BCT bus only stops on State Road 84. In some cases, this will reduce the walking distance to a bus stop by as much as one mile;
3. Greater convenience for riders to utilize public transportation. The Davie Community Bus will be scheduled to arrive at each stop approximately 30 minutes after the BCT bus, thereby decreasing the headway between buses from 60 minutes to 30 minutes;
4. Increased linkages to other transportation services which are currently minimal, including Broward County Transit, the South Florida Education Center bus, Tri-Rail, and the Davie and Cooper City community buses.
5. Increased linkages for primarily elderly and low-income residents in the mobile home parks along the bus route to many other services available within the Town, such as:
 - Medical services at the Nova Southeastern Health Center;
 - Recreation and sports programs at the Boys & Girls Club,
 - Employment services at the Workforce One office & other social services;
 - Classes at the SFEC,
 - Recreational, sports and aquatic programs at Davie Pine Island Park and Multipurpose Center;
 - The Nova Southeastern Library and Research and Development Center
 - Broward County Libraries; and
 - Shopping areas.

One of the most significant benefits of the new community bus will be the shorter and more convenient access it will provide to residents of western Broward County to Tri-Rail via public transportation. Riders of the new community bus will only have to make one bus change at the SFEC, and then will travel to Tri-Rail via an express bus. By transferring to Davie's Community Bus, riders of other BCT routes (#23, #75, #9, #12, & #2) also can easily access the express service.

Presently, the BCT bus #75 is not meeting its ridership goals. With lower ridership goals, greater accessibility, and more cost-efficient service, the new Community Bus may lend itself to a possible assumption of this route in the future, thus freeing up a BCT bus for a higher demand route.

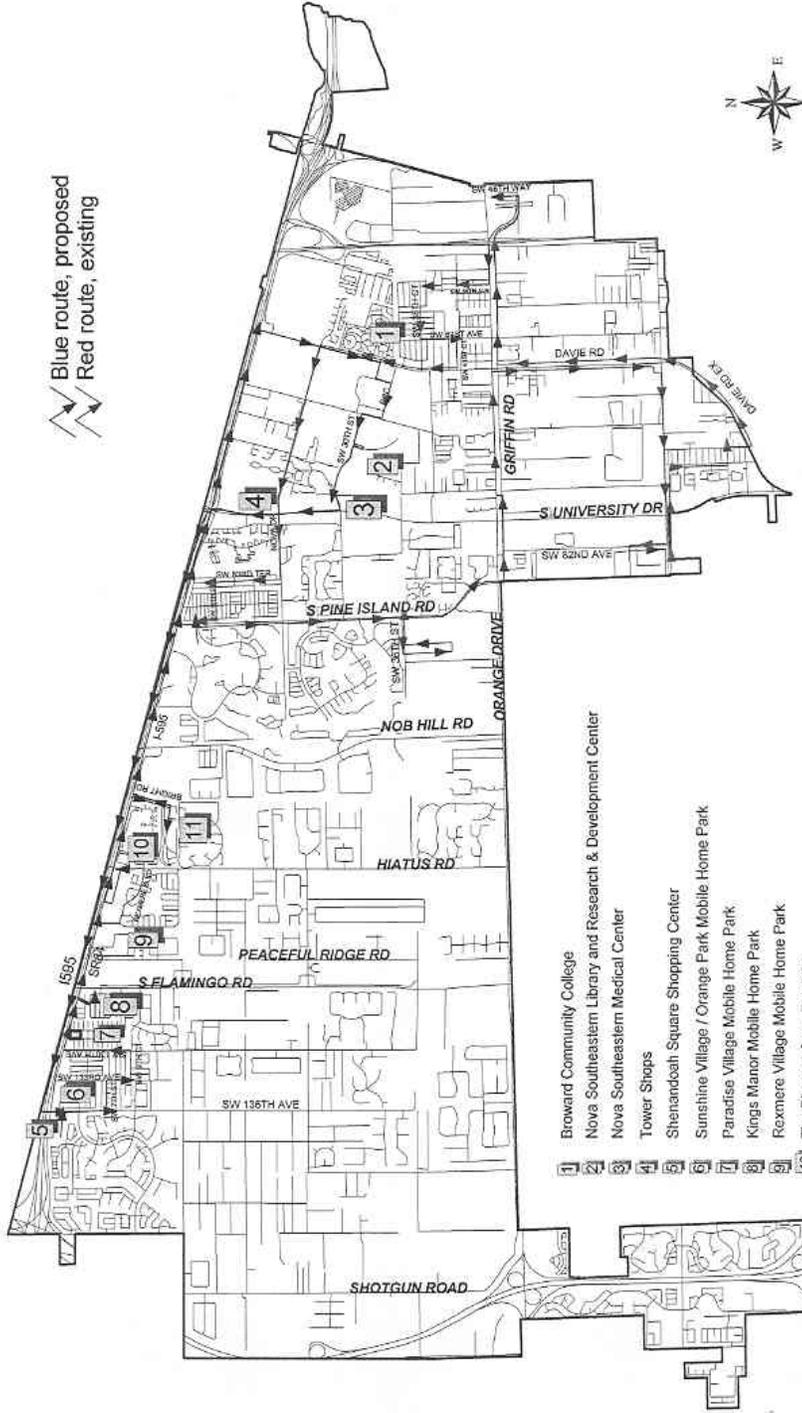
**ROUTE INFORMATION
PROPOSED WESTERN DAVIE ROUTE**

- Number of buses:** •1 bus
- Origin:** •Broward Community College (BCC) Central Campus
- Primary Paths:E:** •I-595 Westbound
•136 Avenue
•State Road 84 East
•I-595 East
•Davie Road
•College Avenue
•Nova Drive
•University Drive
- Key Destinations:** •Broward Community College
•Nova Southeastern Library, Research, and Information
Technology Center
•NovaSoutheastern Medical Center
•Tower Shops
•Shenandoah Square Shopping Center
•Orange Park/Sunshine Village Mobile Home Park
•Paradise Village Mobile Home Park
•Kings Manor Mobile Home Park
•Rexmere Village Mobile Home Park
•The Plaza on 84
•Park City West
•K-Mart Shopping Center
- Connectivity:** •BCT bus routes #12, #9, #23, #2, K
•Davie Community Transit bus #1
•Cooper City Community Transit Bus
- Route Time:** •One Hour *
- Route Distance** •19.4 miles (approximate)
- Days and Hours:** Monday - Friday 7:00 a.m to 7:00 pm
Saturday - 8:00 am to 4:00 pm

*The usual formula used to calculate the actual time of the route based upon the mileage has been modified due to the distance traveled along I-595 both eastbound and westbound.

TOWN OF DAVIE PROPOSED COMMUNITY BUS ROUTE

Blue route, proposed
 Red route, existing



- 1 Broward Community College
- 2 Nova Southeastern Library and Research & Development Center
- 3 Nova Southeastern Medical Center
- 4 Tower Shops
- 5 Sherandoth Square Shopping Center
- 6 Sunshine Village / Orange Park Mobile Home Park
- 7 Paradise Village Mobile Home Park
- 8 Kings Manor Mobile Home Park
- 9 Rexmere Village Mobile Home Park
- 10 The Plaza at State Road 84
- 11 Park City West Mobile Home Park

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

R-2000-206



Community Services Department
Mass Transit Division
3201 W. Copans Road, Pompano Beach, FL 33069

Administration (954) 357-8300 / FAX (954) 357-8305 • Maintenance (954) 357-8423 / FAX (954) 357-8350
Marketing and Communications (954) 357-8355 / FAX (954) 357-8371 • Operations (954) 357-8383 / FAX (954) 357-8378
Paratransit (954) 357-8329 / FAX (954) 357-8345 • Service Development (954) 357-8375 / FAX (954) 357-8342
Transit Information Systems (954) 357-6792 / FAX (954) 357-8305

October 11, 2000

Town Clerk
Town of Davie
6591 Orange Avenue
Davie, Florida 33314-3399

RE: NOTICE TO PROCEED

Attached please find a copy of the Agreement between Broward County and the Town of Davie for Public Transportation Services. Please consider this letter as a Notice to Proceed.

If you have any questions, please contact me at 357-7713.

Sincerely,

Irv Minney
Irv Minney
Contract/Grants Administrator

IM:ccs
attachments

c: Will Allen

TOWN OF DAVIE
2000 OCT 16 10 42 25
ADMIN. SVCS. DEPT.

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

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

AND

The TOWN OF DAVIE, a municipal corporation of the state of Florida, by and through the TOWN OF DAVIE Council, hereinafter referred to as "CITY."

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

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

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

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

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

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

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

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

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

AND

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

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

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

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

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

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

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 9, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Mass Transit Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator.
- 1.4 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 4.03 of the Broward County Charter.
- 1.5 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2
SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY TOWN

- 2.1 TOWN shall provide public transportation services within the TOWN at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by the TOWN through the use of its employees or the TOWN may enter into a contract with a third party to perform the services. In the event the TOWN contracts with a third party, the TOWN shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by TOWN shall be effective only upon the written consent of the Director of Mass Transit. The services to be provided shall include the following:
 - 2.1.1 Free fare public transportation service to the locations described in Exhibit "A" shall be provided until such time as TOWN determines a fare to be appropriate, but in no event shall a fare exceed half (1/2) of the fixed route

full adult BCT fare. A public hearing shall be held prior to the institution of a fare. Service shall be provided a minimum of five (5) days a week, to certain locations and at scheduled intervals as on the attached Exhibit "A." COUNTY shall be advised prior to the imposition of a fare increase.

- 2.1.2 The established service shall be on a fixed route basis with designated intermediate stops a minimum of forty (40) hours per week and a minimum of five (5) days per week, provided, however, the minimum hours of operation shall be reduced by eight (8) hours during any week in which a legal holiday is recognized on a weekday. The TOWN service shall connect with regular COUNTY bus routes, as set forth in Exhibit "A."
- 2.1.3 Beginning June 1, 2001, TOWN shall maintain a minimum average of five (5) passengers per revenue hour on each route operated by the TOWN. In the event that TOWN does not maintain such minimum average of passengers, COUNTY shall assist TOWN to increase ridership, which may include modification of the route, as set forth in Exhibit "A."
- 2.1.4 Vehicle(s) shall be operated by properly licensed operators ("vehicle chauffeurs") employed by TOWN or its contractors. These employees shall provide full utilization of vehicle(s) to disabled passengers while in service.
- 2.1.5 Vehicle chauffeurs hired by TOWN or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.6 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that TOWN's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.7 TOWN shall maintain the vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep vehicle(s) in reasonable condition at all times.
- 2.1.8 TOWN shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 2.1.9 In accordance with Broward County Ordinance 92-8, TOWN certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace

Program. In the event the TOWN contracts with a third party to perform the services addressed herein, such contractor shall comply with the COUNTY's Drug-Free Workplace Program requirements.

- 2.1.10 Effective upon execution of this Agreement, TOWN shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- 2.1.11 TOWN agrees that throughout the term of this Agreement that the Broward County Transit (BCT) logo and the COUNTY assigned identification number shall be conspicuously displayed on the rear of the vehicle at all times.
- 2.1.12 TOWN shall maintain certain records of information and data in the format prescribed by COUNTY and shall furnish such records to COUNTY on a monthly basis.
- 2.1.13 TOWN shall at all times have and maintain in proper working order a dedicated TTY number.

SERVICES TO BE PROVIDED BY COUNTY

2.2 EQUIPMENT

- 2.2.1 COUNTY shall lease to TOWN four (4) wheelchair accessible, passenger vehicle(s) to be used in regular route service. Such vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. This vehicle(s) shall be leased to the TOWN for Ten Dollars (\$10.00) each per year. Prior to the acceptance of the vehicle(s) by TOWN, TOWN, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle(s) by a mechanic designated by the TOWN.
- 2.2.2 COUNTY shall provide the manufacturer's warranties and maintenance shop manuals to the TOWN.
- 2.2.3 COUNTY shall provide TOWN with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, TOWN desires to supply its own signage at its own expense, such signage must be approved

by COUNTY.

2.3 TECHNICAL ASSISTANCE

2.3.1 COUNTY shall provide vehicle chauffeurs hired by TOWN or its contractors with training in passenger relations, rules of the road, and transit system information. All vehicle chauffeurs shall be required to attend and successfully complete the COUNTY's training program prior to operating the vehicle(s) addressed herein. This requirement shall extend to any and all vehicle chauffeurs employed at any time during the term of this Agreement.

2.3.2 COUNTY shall assist TOWN staff with any aspect of planning and scheduling of public transit routing that TOWN might request.

2.3.3 COUNTY shall print and provide TOWN with bus route timetables sufficient to inform TOWN residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.3.4 COUNTY shall assist TOWN in procuring bus shelters at no cost to TOWN that generate revenue, if TOWN requests.

2.4 TOWN acknowledges and agrees that the Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3
TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on October 1, 2000, and shall remain in effect for a term of three (3) years. The term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 90 days prior to the expiration of the then current term, and the consent of CITY. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4
FINANCIAL ASSISTANCE

4.1 COUNTY agrees to pay TOWN a flat fee of Five Thousand Dollars (\$5,000.00) per vehicle, upon execution of this Agreement for services rendered under this

Agreement from the date of execution until December 31, 2000. Beginning January 1, 2001, COUNTY agrees to pay TOWN, Twenty dollars (\$20.00) per hour, per vehicle in revenue service for the remaining term of the Agreement. The funds addressed herein shall be used by TOWN solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose.

- 4.2 The name of the official payee to whom COUNTY shall issue checks shall be the TOWN of DAVIE.

ARTICLE 5
CHANGES IN SCOPE OF SERVICES

- 5.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 9.13 below.
- 5.2 Any appreciable changes in the level of services, as determined by the Contract Administrator's sole discretion, to be provided by TOWN as set forth herein shall only be implemented after COUNTY and TOWN have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY once again providing public transportation services if ridership levels warrant expanded service.
- 5.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by the Contract Administrator.

ARTICLE 6
INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 6.1 TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 7
INSURANCE

The parties hereto acknowledge that TOWN is a self-insured governmental entity subject to the limitations of Section 768.28, Florida Statutes. The TOWN shall institute and

maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. If TOWN contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: TOWN's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY's officers, agents, and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicle(s) to perform the services set forth herein.

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

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

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by action of Board or by TOWN upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination

is necessary to protect the public health, safety, or welfare.

- 8.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or breach of any of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 In the event this Agreement is terminated for convenience, the financial assistance provided by the COUNTY shall be prorated on a monthly basis to the date the Agreement is terminated. However, upon being notified of COUNTY's election to terminate, TOWN acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration to TOWN for COUNTY's right to terminate this Agreement for convenience.
- 8.5 Upon termination of this Agreement for whatever reason, TOWN shall return the vehicle leased herein to the COUNTY, TOWN shall return the vehicle to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. The TOWN's obligation to return the vehicle to the COUNTY in the condition it was received shall include the removal of any painting or wrapping of the vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the vehicle for return to COUNTY shall be the sole responsibility of the TOWN. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the vehicle prior to acceptance and should the Maintenance Transit Manager determine that the vehicle is not in the proper condition, TOWN shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

ARTICLE 9
MISCELLANEOUS

9.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs,

surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. 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.

9.3 NONDISCRIMINATION

TOWN agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. TOWN agrees to furnish COUNTY with a copy of its Affirmative Action Policy or in the event that TOWN contracts with a third party for this service, such third party's Affirmative Action Policy shall be furnished to COUNTY.

9.4 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by

TOWN shall be subject to the supervision of TOWN, and such services shall not be provided by TOWN or its agents as officers, employees, or agents of the COUNTY. The parties expressly acknowledge that it is not their intent to create any rights in any third person or entity under this Agreement.

9.5 NOTICES

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

FOR BROWARD COUNTY:

Director of Mass Transit Division
Broward County Mass Transit Division
3201 West Copans Road
Pompano Beach, Florida 33069

FOR TOWN:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314-3399

9.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and TOWN shall not subcontract any portion of the work required by this Agreement except as authorized herein.

TOWN represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance shall be

comparable to the best local and national standards.

9.7 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY 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.

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

9.8 COMPLIANCE WITH LAWS

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

9.9 SEVERANCE

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

9.10 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and TOWN and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

9.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

9.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

9.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

9.14 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 9.13 above.

9.15 INCORPORATION BY REFERENCE

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

9.16 MULTIPLE ORIGINALS

This Agreement may be executed in five (5) copies, each of which shall be deemed to be an original.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 26th day of Sept, 2006, and TOWN of DAVIE, signing by and through its Interim TOWN Manager, duly authorized to execute same.

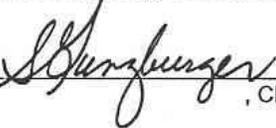
COUNTY

ATTEST:



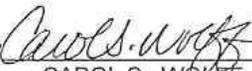
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By  9/26/06
_____, Chair



Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 

CAROL S. WOLFF
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN of DAVIE
FOR PUBLIC TRANSPORTATION SERVICES

TOWN

Approved by Resolution No. R-2000-206

Dated September 6th 2000

ATTEST:

Barbara McDaniel
acting Town Clerk

TOWN of DAVIE

By [Signature]
Town Manager

This 6th day of September, 2000

Approved as to legal form:

By [Signature]
Town Attorney

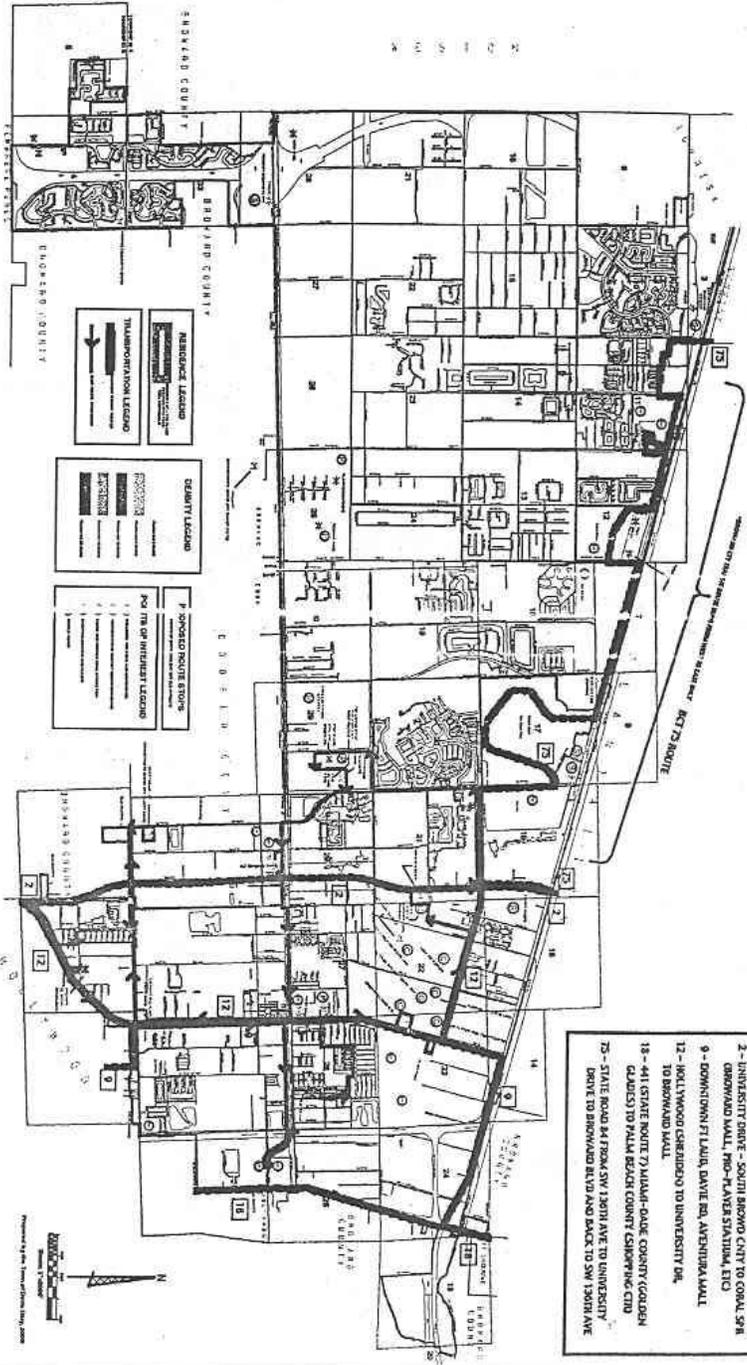
CSW:sl
combus.dav2
00-114.08
7/26/00

TOWN OF DAVIE

Eastern Draft Transit Route

BC

- 2 - UNIVERSITY DRIVE - SOUTH BROWD CNTY TO COVAL SPR
BROWARD MALL, PRO-FLAVOR STATUUM, ETC
- 9 - DOWNTOWN FT LAUD, DAVIE BL, AVENUE/MALL
TO BROWARD MALL
- 12 - WOODLYWOOD CARRIBO TO UNIVERSITY DR
- 18 - 441 STATE ROUTE 77 MIAMI-DADE COUNTY (GOLDEN
GABLES) TO PALM BEACH COUNTY (SHOPPING CTR
DRIVE) TO BROWARD RT 79 AND BACK TO SW 150TH AVE
- 75 - STATE ROAD 84 FROM SW 130TH AVE TO UNIVERSITY
DRIVE TO BROWARD RT 79 AND BACK TO SW 150TH AVE



RESIDENCE LOCATIONS

RETAIL LOCATIONS

OFFICE LOCATIONS

PUBLIC LOCATIONS

POI THE OF INTEREST LOCATIONS

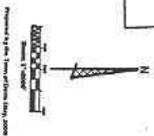


EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

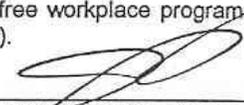
The undersigned municipality hereby certifies that it will provide a drug free workplace program by:

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substances is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a continuing drug free awareness program to inform its employees about:
 - i) The dangers of drub abuse in the workplace;
 - ii) The policy of maintaining a drug free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- 4) Notifying all employees, in writing of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- 5) Notifying Broward County government, in writing, within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6) Within 30 calendar days after receiving notice under subparagraph (4)(ii) of

DRUG FREE WORKPLACE CERTIFICATION

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.

- vii) Taking appropriate personnel action against such employee, up to and including termination; or
 - viii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7) Making a good faith effort to maintain a drug free workplace program through implementation of subparagraphs (1) through (6).



Authorized Signature and Title
Harry Venis, Mayor
Printed Name and Title

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me this 6th day of September, 2000, by Harry Venis as Mayor
(Name of Person whose Signature is Notarized) (Title)

of the Town of Davie known to me to be the person described herein.
(Name of Municipality)

NOTARY PUBLIC
Barbara McDaniel
(Signature)

(Print Name)

OFFICIAL NOTARY SEAL
BARBARA MCDANIEL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC797869
MY COMMISSION EXP. MAR. 27, 2001

My Commission Expires: _____

EXHIBIT "C"

Sep-11-00 10:45 Town of Davie		854 797 2059	P.02
CERTIFICATE OF COVERAGE			
Certificate Holder MS MARY MEISTER BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT DEPARTMENT 116 SOUTH ANDREWS AVENUE, ROOM 212 FORT LAUDERDALE, FL 33301		Administrator Florida League of Cities, Inc. Public Risk Services P.O. Box 830085 Orlando, Florida 32853-0085	
		Issue Date 3/13/00 NT	
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST			
AGENCY NUMBER: FMT 130		COVERAGE PERIOD: FROM 10/1/99 TO 8/31/00 12:00 Midnight Standard Time	
TYPE OF COVERAGE - LIABILITY General Liability <input checked="" type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input checked="" type="checkbox"/> Errors and Omissions Liability <input checked="" type="checkbox"/> Supplemental Employee Practice <input checked="" type="checkbox"/> Employee Benefits Program Administration Liability <input checked="" type="checkbox"/> Medical Associates/Medical Director Malpractice Liability <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Law Enforcement Liability <input checked="" type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability: * Combined Single Limit Deductible N/A Automobile Liability <input type="checkbox"/> All owned Autos (Private Passenger) <input type="checkbox"/> All owned Autos (Other than Private Passenger) <input type="checkbox"/> Hire Autos <input type="checkbox"/> Non-Owned Autos Limits of Liability: * Combined Single Limit Deductible N/A		TYPE OF COVERAGE - PROPERTY <input type="checkbox"/> Buildings <input type="checkbox"/> Inland Marine <input type="checkbox"/> Electronic Data Processing <input type="checkbox"/> Bond <input type="checkbox"/> Flooded Property <input type="checkbox"/> Trade Form <input type="checkbox"/> Coastal Form <input type="checkbox"/> Ag/Bof Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Market <input type="checkbox"/> Spoils <input type="checkbox"/> Reallocation Cost <input type="checkbox"/> Actual Cash Value Limits of Liability on File with Administrator TOWN OF DAVIE ADM. SVC. DEPT. 100 S. W. 1st St. P. 02 27	
Automobile Equipment - Deductible <input type="checkbox"/> Physical Damage N/A - Comprehensive - Auto N/A - Collision - Auto N/A - Miscellaneous Equipment			
Other The limit of liability is \$1,000,000 Bodily Injury and/or Property Damage per person or \$200,000 Bodily Injury and/or Property Damage per occurrence. These specific limits of liability are increased to \$1,000,000 Combined Single Limit per occurrence, solely for any liability resulting from any of a claimant's pursuit to Section 769.23 for tortious damages or bodily personal injuries, to Federal law or action outside the State of Florida. Description of Operations/Locations/Activities:			
Note: Events, activities and functions conducted by the certificate holder involving the designated risks at which being held upon the premises of the certificate holder.			
This certificate is issued as a matter of record only and does not imply that the certificate holder, the certificatee does not assume, extend, contract, or otherwise.			
DESIGNATED REPRESENTATIVE GAIL RENFELD TOWN OF DAVIE 8581 S W 45th STREET DAVIE, FL 33314		ADMINISTRATOR (Signature) AUTHORIZED REPRESENTATIVE	

APPROVED

Mary M. Meister