

**HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY  
FIRST AMENDMENT TO  
CIRCULATOR SHUTTLE AGREEMENT**

THIS AMENDMENT dated as of the \_\_\_\_day of \_\_\_\_\_, 2016, (the "Execution Date") by and between Maruti Fleet and Management, LLC, a Florida corporation authorized to do business in the State of Florida, ("Contractor") and the Hollywood, Florida Community Redevelopment Agency, ("CRA").

**W I T N E S S E T H :**

WHEREAS, the CRA issued RFP-0005-14-CRA seeking proposals from qualified vendors to provide transportation services for the CRA's Beach and Downtown Circulator Shuttle Service; and

WHEREAS, on December 3, 2014, the CRA Board passed and adopted Resolution CRA-2014-38 which selected a Contractor to provide transportation services and authorized the appropriate CRA Officials to negotiate an agreement for consideration by the CRA Board; and

WHEREAS, on June 3, 2015, the CRA Board passed and adopted Resolution No. R-CRA-2015-29 which authorized the execution of an Agreement for transportation services (the "Agreement");

WHEREAS, the parties executed the Agreement on July 27, 2015 (the "Agreement");

WHEREAS, the parties wish to amend the Agreement based on standards set forth in the Interlocal Agreement between the CRA and City as well as the Interlocal Agreement between the City and County; and

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

1. Section 5, Vehicle Operation shall be revised to include the following:

(h) Contractor agrees that throughout the term of this Agreement the City of Hollywood official logo(s), the Broward County official logo(s) when applicable, the logo of any Grantors funding the service, and Broward County-assigned identification number shall be conspicuously displayed on the rear of the vehicle(s) at all times.

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

own voice loudly and clearly to be heard by all passengers, in time for the passenger to request a stop at the announced location:

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

(j) Maintenance of Vehicle(s). Contractor shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the vehicle(s). Contractor, or its subcontractor, shall perform cleaning and extermination for pests in the vehicle(s). All equipment on the vehicle(s) shall be maintained in a fully and proper operable condition at all times (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). Contractor, or its subcontractor, agrees to maintain all vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.

(k) Daily Cleaning. Contractor shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:

- Exterior Wash
- Interior windows cleaned
- Mopping of non-carpeted floors with clean water and appropriate cleaning solution
- Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
- Vacuuming of upholstered seats
- Pest control
- Wiping down of all hand rails with clean water and appropriate cleaning solution

Refuse, newspapers and other recyclable material remaining on board shall become the property of the Contractor. However, items found that are the belongings of customers shall be maintained and made available consistent with CRA's Lost and Found Policy which policy shall comply with Florida law. CRA's Lost and Found Policy must be approved by the City.

(l) Installation of Equipment. CRA may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at Contractor facilities. Contractor 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. Equipment shall be installed in accordance with the Interlocal Agreement between City and Broward County.

2. Section 6, Personnel shall be revised to include the following:

(e) All vehicles(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by Contractor. These employees shall provide full utilization of vehicle(s) to disabled passengers. Contractor shall obtain driving and level one criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by the CRA. Contractor shall require its vehicle operators performing the services hereunder to notify CRA within 24 hours of any conviction for any traffic violation (except parking). Contractor shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

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

- (1) More than one (1) moving violation in the last three (3) years\*.
- (2) An at-fault accident in the last three (3) years\*.
- (3) A Failure to Appear or a Failure to Pay in the last three (3) years\*.
- (4) A Reckless Driving in the last seven (7) years\*.
- (5) A Driving Under the Influence (DUI) in the last seven (7) years\*.

Two convictions (lifetime) for DUI is automatic disqualification.

(6) A suspension within the last three (3) years\*. One suspension for PIP permitted.

- (7) A Manslaughter resulting from the operation of a motor vehicle.
- (8) A Hit and Run or Hit and Run with Property Damage.
- (9) A Reckless Driving causing injury.
- (10) A DUI causing injury.

(11) Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

\*All time periods shall be rolling.

(f) In accordance with Broward County Ordinance 92-8, Contractor shall have a Drug-Free Workplace Program which must comply with Broward County's Drug-Free Workplace Program requirements. Contractor agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. Contractor shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or County, it

inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655 and review the testing process.

(g) During the term of this Agreement, Contractor shall be required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment, eligibility of all new employees and subcontractors hired by the Contractor.

3. Section 9, Weekly Reports, Record Keeping and Auditing shall be revised to include the following:

The Contractor shall report or provide to CRA *Annually*:

- (1) Vehicle inventory and mileage on each vehicle.
- (2) Current insurance certificate in accordance with Broward County requirements.
- (3) National Transit Database Operating Expenses Summary Form.
- (4) Safety Certification no later than February 10<sup>th</sup> for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SSPP), and the performance of safety inspections on all vehicles operated by CRA or its contractors. The Safety Certifications shall comply with the standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently is enacted or as may be amended from time to time.

4. Section 13, Miscellaneous Provisions, shall be revised to include the following:

(h) 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.

5. A new Section shall be created as follows:

**Section 15: Minimum Ridership.**

For services currently provided and within twelve (12) months after the start of any new service, Contractor shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle. It is understood and agreed that a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any rolling twelve (12) month period is required by Broward County. In the event ridership falls below the minimum acceptable levels, Contractor and CRA will work together to review routes and measures to increase ridership.

6. A new Section shall be created as follows:

**Section 16: Minimum Standards.**

Contractor agrees to comply with the following minimum standards:

(a) Contractor, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

(b) Contractor agrees to comply with the following minimum standards:

(1) Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies with the safety standards set forth in Rule 14-90.

(2) Make the SSPP and SPP available for review and/or inspection at least annually and upon request of CRA.

(3) Permit inspections, safety and security review by CRA, City of Hollywood, or Broward County and/ or the State of Florida.

(4) Comply with CRA's adopted SSPP and ensure that safety inspections have been performed no less than annually on all vehicle(s) operated pursuant to the provisions of this Agreement by meeting the requirements of Rule 14-90.

(5) All vehicle(s) shall be kept clean and orderly during all times of active service.

(6) All accidents shall be reported immediately to the police.

(7) Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a vehicle shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

(8) Advertising, if allowed by Broward County and CRA on any vehicle, shall not obstruct the driver's view and shall not obstruct the vehicle's top lights or other lights. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips. Contractor shall not place any advertising of any kind or nature on any vehicle without the prior written approval of the CRA. In the event that advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations.

(9) All vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's sides.

(10) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

(11) The interior of the vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.

(12) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

(13) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

(14) The body, fenders, doors, trim and grill of the vehicle(s) shall be free from cracks, breaks and dents, and painted.

(15) Vision shall be unobstructed on all four (4) sides of the vehicle(s).

7. A new section shall be created as follows:

**Section 17: Audit Right and Retention of Records.**

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CITY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form. CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

8. A new section shall be created as follows:

**Section 18: Lobbying.**

The CRA Certifies that:

(a) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), if the procurement contract amount is in excess of \$100,000. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with

non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(b) No federal appropriated funds have been paid or will be paid, by or on behalf of CRA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

(c) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, CRA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

9. A new section shall be created as follows:

**Section 19: Federal Requirements.**

At all times during this Agreement Contractor shall comply with all applicable Federal requirements, including, without limitation:

(a) 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth in 49 CFR Part 604. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

(b) 69 U.S.C. 5323(f) and 49 CFR Part 605, and may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

(c) HIPAA Compliance. It is expressly understood by the parties that CRA personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event Contractor is considered by CRA to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), Contractor shall fully protect individually identifiable health information as required by HIPAA and, if requested by CRA, shall execute a Business Associate Agreement in the form attached

hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Contractor's and CRA's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. Contractor hereby authorizes the CRA to sign Business Associate Agreements on its behalf.

(d) Americans with Disabilities Act of 1990 (ADA): Execution of this Agreement constitutes a certification that the Contractor will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

(e) 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.

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

10. A new Section shall be created as follows:

**Section 20: Compliance with Agreements.**

Contractor agrees to comply with all applicable standards as set forth in the Interlocal Agreement between CRA and the City of Hollywood for Community Bus Service Financial Assistance Only and all applicable standards in the Interlocal Agreement between Broward County and the City of Hollywood.



(HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY FIRST AMENDMENT TO CIRCULATOR SHUTTLE AGREEMENT)

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY

ATTEST:

\_\_\_\_\_  
Phyllis Lewis, Secretary

BY: \_\_\_\_\_  
Peter Bober, Chair

APPROVED AS TO FORM AND LEGALITY for the use and reliance of the Hollywood, Florida Redevelopment Agency, only.

APPROVED BY: \_\_\_\_\_  
Yvette Scott-Phillips

\_\_\_\_\_  
Jeffrey P. Sheffel, CRA General Counsel

MARUTI FLEET AND MANAGEMENT LLC.

WITNESSES:

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature  
Title: President  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Signature  
Print Name: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature  
Title: Vice-President  
Print Name: \_\_\_\_\_

**EXHIBIT "A"**  
**ROUTE DESIGNATION**

<b>Beach Line</b>
1. TAYLOR STREET (closing summer 2015)
2. Arizona Street
3. The Summit (West Side)
4. Magnolia Terrace (West Side)
5. Crowne Plaza Hollywood Beach
6. The Westin Diplomat
7. Magnolia Terrace (East Side)
8. Hollywood Beach Culture & Community Center
9. Hollywood Beach Resort
10. Margaritaville Resort (not open till summer 2015)
11. Hollywood Beach Marriott
12. North Beach Park

<b>Downtown/Beach- South</b>
1. TAYLOR STREET (closing summer 2015)
2. Arizona Street
3. 13 <sup>th</sup> Avenue (North Side)
4. 19 <sup>th</sup> Avenue Parking Garage
5. Anniversary Park
6. 20 <sup>th</sup> Avenue Parking Garage
7. Arts Park at Young Circle
8. 13 <sup>th</sup> Avenue (South Side)
9. The Summit (West Side)
13. Magnolia Terrace (West Side)
14. Crowne Plaza Hollywood Beach
15. The Westin Diplomat
16. Magnolia Terrace (East Side)
17. Hollywood Beach Culture & Community Center
18. Hollywood Beach Resort
19. Margaritaville Resort (not open till summer 2015)

<b>Downtown/Beach- North</b>
10. TAYLOR STREET (closing summer 2015)
11. Garfield Street Parking Garage
12. Hollywood Beach Marriott
13. North Beach Park
14. Arizona Street
15. 13 <sup>th</sup> Avenue (North Side)
16. 19 <sup>th</sup> Avenue Parking Garage
17. Anniversary Park
18. 20 <sup>th</sup> Avenue Parking Garage
19. Arts Park at Young Circle
20. 13 <sup>th</sup> Avenue (South Side)
20. Margaritaville Resort (not open till summer 2015)

**Exhibit “B”**