

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	\$10,432				
Operating Costs					
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$10,432				
No. ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1341 Dep't. 542 Unit 5541
 Object 3.401 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

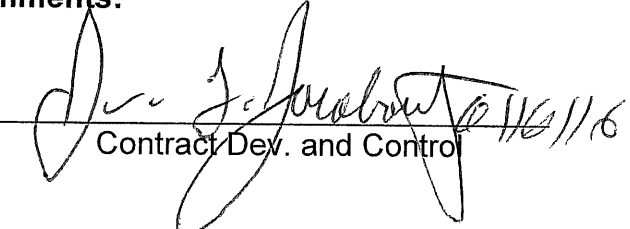
After the vendor is selected, as part of the procurement process, the contract will be brought to the Board for approval of the project cost.

C. Departmental Fiscal Review:  FOR
 Michael Williams, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


 OFMB Ex 6/08
 6/19/16


 Contract Dev. and Control
 6/16/16

B. Legal Sufficiency:

 6/20/16
 Assistant County Attorney

The agreement provides that venue is in Broward County, and it does not contain a provision requiring the other parties, all of which are governmental entities not subject to the jurisdiction of the I.C., to cooperate with the I.C. Each party has its own non-discrimination policy & has agreed to comply with the non-discrimination requirements of Sec. 11.14 of the agreement.

C. Other Department Review:

 Department Director

Background and Justification (continued)

The Florida Department of Transportation (FDOT) and Federal Transportation Administration (FTA) have encouraged regional public transportation providers to develop common fare collection systems. In support of this initiative, the MPO adopted the 2015 -2019 TIP and programmed funding intended to enable Palm Tran to participate in this regional EASY Card program.

Miami-Dade will expand their existing fare processing data system to collect and distribute fare payments to BCT and Palm Tran. The fare box modifications needed to implement the EASY Card system will proceed in two phases. Phase I will be a pilot program wherein 12 Palm Tran busses on Routes 91, 92, and 94 and approximately 40 BCT busses will be equipped to test and evaluate the software, hardware and overall system performance. If successful and both Counties are satisfied with the Phase I results they will continue with Phase II. Phase II will be the acquisition and installation of the remaining hardware to equip the entire fleet for both Palm Tran and BCT.

The Broward County Purchasing Department, in coordination with Palm Tran staff, has prepared the RFP. Palm Tran staff will be members of the evaluation/selection committee for the Transit Interoperability System. Palm Tran and BCT will each use FTA grant funds to "jointly procure" the Transit Interoperability System. The "joint procurement" is permitted by FTA and allows two or more parties to use a single solicitation document and enter into a single contract with a vendor for delivery of property or services. Venue resides in Broward County therefore no jurisdiction to Palm Beach County Inspector General ordinance over the parties to this agreement. Any resulting contract will be issued by Broward County, with conforming purchase orders being issued by the Palm Beach County Purchasing Department. Each party will be 100% responsible for its applicable costs and may terminate its participation at any point. Broward County, Miami-Dade County and SFRTA's non-discrimination policies are substantially similar and are on file at Palm Tran.

AGREEMENT

Among

BROWARD COUNTY

and

MIAMI-DADE COUNTY

and

PALM BEACH COUNTY

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FOR TRANSIT FARE INTEROPERABILITY

AGREEMENT

Among

BROWARD COUNTY

and

MIAMI-DADE COUNTY

and

PALM BEACH COUNTY

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

FOR TRANSIT FARE INTEROPERABILITY

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

and

MIAMI-DADE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "MIAMI-DADE,"

and

PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "PALM BEACH,"

and

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, a body politic and corporate and an agency of the State of Florida created pursuant to Chapter 343, Florida Statutes, hereinafter referred to as "SFRTA," (collectively referred to as the "Parties").

RECITALS:

WHEREAS, MIAMI-DADE operates an automated fare collection system on its Metrobuses and Metrorail commonly referred to as "EASY Card," a contactless smartcard system which allows for electronic payment of transit fares; and

WHEREAS, MIAMI-DADE designed the EASY Card system to allow for future integration with other transit providers in the region; and

WHEREAS, SFRTA entered into a Participation Agreement dated March 26, 2010 with MIAMI-DADE to permit SFRTA to use the EASY Card as a method of cashless fare collection on SFRTA's fixed route service and for patron transfers between the fixed-route service of MIAMI-DADE and SFRTA; and

WHEREAS, BROWARD and PALM BEACH desire to enter into an integration agreement that will permit the use of the EASY Card on all Broward County Transit and Palm Tran transit routes; and

WHEREAS, this Agreement serves a public purpose and benefits residents and visitors of MIAMI-DADE, BROWARD, PALM BEACH, and SFRTA, NOW, THEREFORE,

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement** – This Agreement among MIAMI-DADE, SFRTA, BROWARD and PALM BEACH.
- 1.2 **Back Office** – The system centrally administered by MIAMI-DADE to process and handle EASY Card transactions, auto load assignments and tracking of E-Cash purse activity, hotlist, accounting, and reconciliation processes, as well as to monitor EASY Card devices, maintain necessary software, transmit fare payment information and credit card transactions, process any necessary payment transactions, provide customer service, convey necessary reports, and reconcile financial data between the Parties.
- 1.3 **BCT** - The Broward County public transit system.
- 1.4 **EASY Card** – The cashless fare collection smartcard displaying the EASY Card logo that is used in compatible automated fare collection equipment installed on the vehicles of participating transit systems.

- 1.5 **Fare Device** - The automated fare collection equipment installed on the Vehicles of participating transit systems.
- 1.6 **Full Deployment** - The full implementation of the Fare Devices to the entire Transit Vehicle fleets of BROWARD or PALM BEACH to enable the Transit Vehicles to accept the EASY Card on all BCT or Palm Tran bus routes, respectively, and which will commence upon written notice that BROWARD or PALM BEACH have procured all necessary equipment and supporting communication systems and have elected to proceed with full implementation in the respective county.
- 1.7 **MDT** - Miami-Dade Transit which operates the Miami-Dade County public transit system, including the Metrorail fixed-rail system.
- 1.8 **Necessary Data** - The information and data evidencing each time the EASY Card is used on a BCT or Palm Tran Vehicle and identifying the appropriate fare that was used.
- 1.9 **NextFare** - The software system installed for the purpose of defining fare structure, recognizing fare media, recording, and reconciling transactions using the EASY Card and providing related data.
- 1.10 **Palm Tran** - The Palm Beach County public transit system.
- 1.11 **Proof of Concept** - The limited installation and deployment of the equipment and supporting communication system necessary to process the EASY Card for use on a limited number of Selected Routes. The implementation date of Proof of Concept activities may be different in BROWARD and PALM BEACH.
- 1.12 **Project Manager** – The person designated in writing by each of the Parties to serve in the role of project manager. The primary responsibilities of the Project Manager are to coordinate and communicate with the Parties and to manage and supervise execution and completion of the terms and conditions of this Agreement. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made the by Project Manager; provided, however, that such instructions and determinations do not change the scope of services outlined in this Agreement.
- 1.13 **Selected Routes** - The BCT and Palm Tran bus routes that will accept EASY Cards for the payment of fares during the Proof of Concept period.
- 1.14 **Tri-Rail** – The commuter rail service operated by SFRTA.
- 1.15 **Vehicles or Transit Vehicles** – The vehicles operated by BCT and Palm Tran that will be accepting Easy Card.

ARTICLE 2

PURPOSE AND SCOPE

- 2.1 The purpose of this Agreement is to enable BCT and Palm Tran to accept MIAMI-DADE's and SFRTA's EASY Card in order to facilitate interoperability of the EASY Card system between the Parties' transportation systems. This Agreement will provide BCT and Palm Tran with the ability to accept the EASY Card on the Selected Routes established during the Proof of Concept period, and on the entire BCT or Palm Tran system upon Full Deployment.
- 2.2 The purpose of the Proof of Concept period for each county is to serve an initial period of time not to exceed three (3) months (or as extended in mutually agreement between the Parties) in which the Parties will initiate the activities described herein on the Selected Routes prior to proceeding into the Full Deployment as described more particularly herein. During the Proof of Concept period for each county; BCT will accept the EASY Card on approximately twenty (20) BCT Vehicles on routes that interface with the MDT system and SFRTA. Palm Tran will accept the EASY Card on approximately fifteen (15) Vehicles on routes that interface with Tri-Rail and BCT routes.
- 2.3 In the event that Proof of Concept activities are deemed successful by BROWARD or PALM BEACH, and there are funds available, BROWARD or PALM BEACH may elect to proceed with Full Deployment upon written notice to the Parties.
- 2.4 It is the intention of the Parties to maintain control and manage their own respective fare policies and assure interoperability of the EASY Card system. It is also the intent of the Parties to maintain interagency fare products that support convenient interagency transfers consistent with the specific interagency policies.
- 2.5 For the purpose of this Agreement, the following fare rules shall apply when an EASY Card is presented for fare payment on a BCT or PALM TRAN Vehicle:
- 2.5.1. The EASY Card can be utilized for a transfer between MDT, BCT, Palm Tran or SFRTA systems as follows: (a) within three (3) hours after the most recent "tap on" by the EASY Card on a MDT Metrobus, BCT or Palm Tran Vehicle; or (b) within three (3) hours after the most recent "tap off" by the EASY Card on MDT Metrorail or Tri-Rail (collectively, the "Transfer Period").
- 2.5.2 If the EASY Card is utilized on MDT's public transit system or Tri-Rail and the transit customer transfers to either a BCT or Palm Tran Vehicle at a designated transfer location within the Transfer Period, the appropriate transfer fare(s) shall be deducted from the EASY Card to reimburse BROWARD or PALM BEACH, as applicable.
- 2.5.3 If the EASY Card is utilized on a BCT Vehicle and the transit customer transfers to a Palm Tran Vehicle at a designated transfer location within the

Transfer Period, the appropriate transfer fare shall be deducted from the EASY Card to reimburse PALM BEACH.

- 2.5.4 If the EASY Card is utilized on a Palm Tran Vehicle and the transit customer transfers to a BCT Vehicle at a designated transfer location within the Transfer Period, which the appropriate transfer fare shall be deducted from the EASY Card to reimburse BROWARD.
- 2.5.5 If the EASY Card is utilized on a BCT or Palm Tran Vehicle outside the Transfer Period, the full fare shall be deducted from the EASY Card to reimburse BROWARD or PALM BEACH, as applicable.
- 2.5.6 Each transfer is determined separately for any trip that has more than one transfer and each transfer is determined relative to the last use of the EASY Card to reimburse BROWARD and PALM BEACH, as applicable.
- 2.5.7 BCT and Palm Tran will accept the EASY Card as a method of cashless fare payment, for a single trip or a qualified transfer trip, provided there is sufficient cash value stored on the EASY Card at the time of use.

RESPONSIBILITIES OF BROWARD AND PALM BEACH

- 2.6 BROWARD and PALM BEACH shall each be responsible for purchasing, at their sole cost and expense, the Fare Devices and supporting communication systems for their respective systems, which shall have the capability of sending the Necessary Data for each revenue day to MIAMI-DADE, in a format acceptable to MIAMI-DADE.
- 2.7 BROWARD and PALM BEACH shall design and test, or cause to be designed and tested, the communication system to support the processing of information relating to the EASY Card use on BROWARD and PALM BEACH Transit Vehicles between the Party's respective back office system and MDT's Back Office.
- 2.8 BROWARD and PALM BEACH shall independently submit data for each revenue day to MIAMI-DADE, in a format acceptable to MIAMI-DADE. The data shall identify each trip that was taken on a BCT or Palm Tran Vehicle and the fare that was utilized for the trip.
- 2.9 BROWARD and PALM BEACH shall independently submit invoices to MIAMI-DADE on a monthly basis for reimbursement for all trips on their respective Vehicles by transit customers using the EASY Card during the previous month. An original invoice plus one copy are due within fifteen (15) days of the end of the previous month. Invoices shall include reports of itemized transaction records for all trips that support the reimbursement amounts. MIAMI-DADE shall pay the

invoicing Party within thirty (30) calendar days of receipt of the invoicing Party's proper invoice.

- 2.10 BROWARD and PALM BEACH shall each, independently, maintain a bank account that will receive EASY Card reimbursements from MIAMI-DADE.
- 2.11 BROWARD and PALM BEACH shall each notify MIAMI-DADE in writing of any change in their respective fare structures and the effective date of the change at least thirty (30) calendar days prior to the effective date of the new fare structure.

RESPONSIBILITIES OF MIAMI-DADE AND SFRTA

- 2.12 MIAMI-DADE shall work cooperatively with the vendor selected by BROWARD and PALM BEACH, including providing all requested nonproprietary technical information, to facilitate the connectivity and development of appropriate interfaces between the MDT NextFare central computer system and the systems implemented by BROWARD and PALM BEACH.
- 2.13 MIAMI-DADE shall work cooperatively with the vendor selected by BROWARD and PALM BEACH to complete all required interfaces to effectuate data sharing with the BROWARD and PALM BEACH central computers within three (3) months from the respective Proof of Concept Commencement Date(s), unless extended by BROWARD or PALM BEACH, respectively.
- 2.14 MIAMI-DADE and SFRTA shall be responsible for all sales of the EASY Card through ticket vending machines, kiosks at selected MDT and Tri-Rail stations, point of sale locations, MDT's EASY Card Call Center, and EASY Card Transit Store. BROWARD and PALM BEACH shall not sell or reload EASY Cards.
- 2.15 MIAMI-DADE and SFRTA shall be responsible for all customer service related to the EASY Card. The customer service responsibility shall depend on the location at which the EASY Card was sold. Customer Services shall include, but not be limited to, EASY Card sales, distribution, and issues related to lost or stolen EASY Cards.
- 2.16 MIAMI-DADE shall be responsible for maintaining accurate EASY Card fare tables which reflect the single passenger fares and the associated transfer fare tables of each of the Parties in a format compatible with the Parties' applicable computer systems for upload to each Party's Fare Devices.
- 2.17 MIAMI-DADE shall, upon written request at least thirty (30) calendar days in advance of the effective date, implement changes to a Party's fare structure as of the effective date of the new fare structure.
- 2.18 MIAMI-DADE shall perform Back Office services to support the individual one-way fares and transfer fares utilizing the EASY Card between BCT, Palm Tran, MDT and SFRTA.

- 2.19 MIAMI-DADE and SFRTA shall reimburse BROWARD and PALM BEACH for all transit trips on BCT and Palm Tran transit Vehicles when the EASY Card is used for payment. MIAMI-DADE shall be responsible for all the Back Office functions which shall recognize revenue transactions when the EASY Card is presented to a Fare Device and shall transmit the Necessary Data to properly recognize, reconcile, and deposit revenue to the account of each Party.
- 2.20 If requested by any Party, MIAMI-DADE shall assist with public awareness and educational efforts related to the implementation of the EASY Card system by BCT and Palm Tran. MIAMI-DADE shall share with the Parties its education and outreach materials for the Parties' use and may provide staff to assist in planning and implementing a public awareness campaign. MIAMI-DADE shall not be required to incur any expense for advertising or publications as a result of this effort. Upon request by BROWARD or PALM BEACH, MIAMI-DADE shall add the respective logo of the Party to the EASY Card design. The Parties will jointly develop regional branding for the EASY Card, provided that each Party shall be responsible solely for their own costs related to regional branding or any other public awareness or educational efforts.

FEES AND COSTS

- 2.21 Upon notice of election to proceed by BROWARD or PALM BEACH with Proof of Concept ("Proof of Concept Commencement Date"), MIAMI-DADE shall design and implement network connectivity and security on the MDT NextFare central computer system to support data sharing with the BROWARD and PALM BEACH central computers for a one-time fee. ("One-Time Set-Up Costs").
- 2.22 The One-Time Set-Up Costs shall include all necessary support during the design and testing and acceptance by BROWARD and PALM BEACH, including both Proof of Concept and Full Deployment, of the BROWARD and PALM BEACH central computers that will interface with the MIAMI-DADE NextFare Central Computer System. The One-Time Set-Up Costs shall be billed by MIAMI-DADE in the amount of Sixty-eight Dollars and Eighteen Cents (\$68.18) per hour to BROWARD and PALM BEACH for qualifying administrative services directly related to their respective systems.
- 2.23 Upon written notice by BROWARD or PALM BEACH, respectively, of completion and successful testing of the network connectivity, security, and data sharing, MIAMI-DADE shall submit invoices to BROWARD and PALM BEACH, respectively, for the One-Time Set-Up Costs which shall not exceed Fifty Thousand Nine Hundred and Thirty Dollars (\$50,930) for BROWARD and Ten Thousand Four Hundred and Thirty Two Dollars (\$10,432) for PALM BEACH. The invoices shall include reports of services completed as well as corresponding hours at the hourly rate specified in paragraph 2.22 of this Agreement.

2.24 Upon the Full Deployment by BROWARD and PALM BEACH, MIAMI-DADE shall be entitled to a transaction fee for qualifying administrative services provided in the Back Office ("Transaction Fee"). The qualifying administrative services must be for systems management and support services performed and directly attributed to the Back Office functions and shall be limited to the following:

- i. Assist and manage external interfaces between regional central computers
- ii. Assist and manage real time interface with SFRTA Fare Collection devices
- iii. Back Office audit support
- iv. EASY Card Center use and application support for the purse value on transit patrons EASY Cards.
- v. Internal support of finance and EASY Card transactions and reimbursements
- vi. Fare media coding
- vii. Encryption key coding (Will be performed by MDT only at MDT facility)

Effective upon Full Deployment, the Transaction Fee shall be in the amount of \$0.001 per use of the EASY Card on the BCT or Palm Tran Vehicle, and shall be retained by MIAMI-DADE, by deducting from the amounts otherwise due to BROWARD and PALM BEACH. The Transaction Fee shall remain in effect until all Parties agree to modify the Transaction Fee. The Parties will meet no earlier than six months after the Full Deployment implementation date(s) of both BROWARD and PALM BEACH to determine whether substantial and significant change in the anticipated transaction volume from use of the EASY Card on BROWARD and PALM BEACH Transit Vehicles warrant an adjustment in the Transaction Fee. The Parties shall meet annually thereafter to determine whether substantial and significant change in the anticipated transaction volume from use of the EASY Card on BROWARD and PALM BEACH Transit Vehicles warrant an adjustment in the Transaction Fee. Any change to the Transaction Fee shall be set forth in a written amendment to this Agreement executed by all Parties. In the event that the Parties cannot agree on an adjustment to the Transaction Fee, any Party may terminate this Agreement for convenience upon thirty (30) days written notice.

For clarity, there shall be no Transaction Fees payable to MIAMI-DADE during Proof of Concept period for its performance of Back Office services.

- 2.25 The Parties will meet no earlier than six (6) months from the Full Deployment implementation date of both BROWARD and PALM BEACH (if different, the earlier implementation date will be used to measure the six (6) months) to determine whether there are any specific costs incurred by SFRTA that are solely attributable to BROWARD and PALM BEACH transit passengers' use of the EASY Card ("Identified SFRTA Costs"). In the event that the Parties agree that there are Identified SFRTA Costs, the Parties shall mutually agree on the method for determining the amount BROWARD and PALM BEACH shall annually reimburse to SFRTA for Identified SFRTA Costs. The annual reimbursement for Identified SFRTA Costs shall be set forth in a written amendment to this Agreement executed by all Parties. In the event that the Parties cannot agree on the payment of Identified SFRTA Costs or the method of reimbursing same, any Party may terminate this Agreement for convenience upon thirty (30) days written notice.
- 2.26 In the event that a Party requests MIAMI-DADE to perform any service or task not explicitly designated in this Agreement, the requesting Party shall submit a request in writing to MIAMI-DADE. If MIAMI-DADE is agreeable to performing the service or task, MIAMI-DADE shall provide a written estimate for the cost of providing the service or task but shall not proceed to do the work unless written notice to proceed, which includes the scope of the service or task and the amount and method of payment, is provided by the requesting Party.
- 2.27 Unless otherwise expressly permitted in this Agreement, the Parties shall not be subject to any additional costs unless such costs are subject of a written amendment to this Agreement.

ARTICLE 3

TERM

- 3.1 This Agreement shall be effective on the date of full execution by all Parties to this Agreement ("Effective Date"). Proof of Concept activities shall begin upon the Proof of Concept Commencement Date by any Party. Proof of Concept Commencement Dates may be different in BROWARD and PALM BEACH as it is dependent on the election by each county to proceed.
- 3.2 Full Deployment implementation date shall be the date of written notice by the Project Manager for BROWARD or PALM BEACH, respectively, to MIAMI-DADE and SFRTA that BROWARD or PALM BEACH has successfully installed the Fare Devices to its fleet to enable the Vehicles to accept the EASY Card as a method of cashless fare collection. The Full Deployment implementation date may be different in BROWARD and PALM BEACH as it is dependent on the election by each county to proceed with Full Deployment.
- 3.3 The term of this Agreement shall be from full execution until five (5) years after the Proof of Concept Commencement Date. In the event that the Proof of Concept

Commencement Date for BROWARD and PALM BEACH are different, the earliest Proof of Concept Commencement Date shall be utilized to establish the term of this Agreement. This Agreement may be renewed for an additional five (5) year period provided all Parties agree to the renewal. Renewal is subject to written amendment to this Agreement executed by all Parties.

ARTICLE 4

GOVERNMENTAL IMMUNITY

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

ARTICLE 5

INSURANCE

All Parties are entities subject to Section 768.28, Florida Statutes, and all Parties shall exchange written verification of liability protection in accordance with state law prior to final execution of this Agreement.

ARTICLE 6

TERMINATION

- 6.1 This Agreement may be terminated for cause on the aggrieved Party if the Party in breach has not corrected the breach within thirty (30) days after receipt of written notice from the aggrieved Party identifying the breach. This Agreement may also be terminated for convenience by BROWARD or PALM BEACH in the event that the Proof of Concept activities are not considered a success by either BROWARD or PALM BEACH or in the event that either BROWARD or PALM BEACH does not elect to proceed to Full Deployment. Termination for convenience by either BROWARD or PALM BEACH shall be effective on the termination date stated in written notice provided by the Party exercising its right to terminate for convenience, which termination date shall be no less than thirty (30) days after the date of such written notice. Termination for convenience by BROWARD or PALM BEACH will be limited to the Party providing notice of termination. The Agreement among the remaining Parties will be in full force and effect.
- 6.2 This Agreement may be terminated for cause for reasons including, but not limited to, a Party's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, failure to

properly reimburse invoices, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

- 6.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement.
- 6.4 In the event this Agreement is terminated for convenience, the Parties shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. The Parties acknowledge that they have received good, valuable and sufficient consideration, the receipt and adequacy of which are, hereby acknowledged, for the right to terminate this Agreement for convenience.

ARTICLE 7

RELATIONSHIPS OF THE PARTIES

Except as set forth herein, no Party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by any other Party and nothing in this Agreement shall be deemed to express an intention to make any Party a partner, agent, or local representative of any other Party or to create any type of fiduciary responsibility or relationship of any kind whatsoever between the Parties. The obligations created and imposed by this Agreement are not joint; rather, such obligations are separate and severable.

ARTICLE 8

AUDIT AND ANALYSIS

The Parties acknowledge that all accounting activities undertaken in the operation of the Back Office shall conform to Generally Accepted Accounting Principles (GAAP). BROWARD and PALM BEACH may audit MIAMI-DADE's Back Office, for all functions related to the requesting Party's transactions, no more than once annually at their own expense.

MIAMI-DADE shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of MIAMI-DADE 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, MIAMI-DADE shall make same available at no cost to the requesting PARTY in written form. MIAMI-DADE shall preserve and make available, at reasonable times for examination and audit by the Parties, 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 five (5) 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 five (5) 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 the disallowance and recovery of any payment upon such entry. The Parties shall have the right to seek adjustment of revenue recognition and revenue reconciliation based upon the results of any audit by giving written notice to the other Party no later than sixty (60) calendar days after the completion and delivery of any audit. Such notice shall describe the adjustment sought and the grounds therefore. Upon receipt of such notice, the other Party shall have the right to conduct such additional audit or examination as may be necessary to investigate the adjustment sought and shall provide a response in writing, including a tender of any sums agreed to be due as a result of the adjustment, to the other Party no later than ninety (90) calendar days from the date of such notice of adjustment.

ARTICLE 9

PRIVACY, SECURITY, AND DISASTER RECOVERY

- 9.1 The Parties shall develop a mutually acceptable process and procedure to assure that transit patron's privacy is maintained as permitted by law and that all data security measures address applicable local, state, and federal standards, guidelines, procedures, rules, and laws.
- 9.2 The Parties will work cooperatively to assure that the EASY Card fare collection system and all Parties meet all necessary security guidelines for processing of funds and operation of the EASY Card fare collection system, including any associated banking, credit or payment card industry (PCI) standards or local, state or federal standards, guidelines, procedures, rules or laws. The Parties will separately be responsible for the cost of changes in their respective Fare Devices and associated systems (relating to securing, maintaining and validating security of MIAMI-DADE's Back Office).
- 9.3 The Parties will establish a disaster recovery plan that minimizes disruptions for any Party and their transit customers prior to the Full Deployment implementation date.

ARTICLE 10

DISPUTE RESOLUTION

In the event that a dispute arises between any of the Parties to this Agreement, Project Managers of the impacted Parties shall expeditiously undertake, through direct, good faith negotiations, to resolve the dispute. The nature of the dispute shall be documented in writing by the Party initiating the dispute. If the dispute cannot be resolved by the Project Managers within thirty (30) business days, the dispute shall be referred to the Directors or Executive Directors of the respective Parties. If the dispute is not resolved by the

Directors or Executive Directors within thirty (30) business days of the dispute being brought to their attention, any impacted Party may pursue any other remedy available under Florida law. Each Party shall continue performance of the respective obligations under this Agreement while matters in dispute are being resolved, unless the Party terminates the Agreement as permitted in Article 6 herein.

ARTICLE 11

MISCELLANEOUS

- 11.1 ASSIGNMENT. This Agreement, or any interest herein, may not be assigned, transferred or otherwise encumbered, under any circumstances by any Party without the prior written consent of the other Party to this Agreement.
- 11.2 STATE AND FEDERAL LAWS. The provisions of this Agreement shall comply with all applicable state and federal laws. This Agreement shall be construed in accordance with the laws of the state of Florida.
- 11.3 NOTICES. Whenever a Party desires to give notice to another Party or Parties, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR BROWARD:

Director, Broward County Transportation Department
1 North University Drive, Suite 3100A
Plantation, Florida 33324

FOR PALM BEACH:

Executive Director – Palm Tran
3201 Electronics Way
West Palm Beach, Florida 33407-4618

With Copy to:
County Attorney
301 N. Olive Avenue
West Palm Beach, Florida 33401

FOR SFRTA:

Executive Director

South Florida Regional Transportation Authority
800 NW 33 Street
Pompano Beach, Florida 33064

FOR MIAMI-DADE:

Director, Miami-Dade Transit
701 NW 1 Court, Suite 1700
Miami, FL 33316

- 11.4 PRIOR AGREEMENTS. This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written. Notwithstanding the foregoing, this Agreement does not modify the terms of (a) the Partnership Agreement between MIAMI-DADE and SFRTA; (b) the Agreement between BROWARD and PALM BEACH for Joint Purchase Transit Fare Interoperability ("Joint Procurement Agreement"); or (c) the terms of any vendor agreement resulting from the Joint Procurement Agreement, and all aforementioned agreements shall remain in full force and effect. If there is any conflict between this Agreement and the Participation Agreement, the provisions of the Participation Agreement shall control.
- 11.5 SEVERANCE. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless any Party elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within thirty (30) days of final court action, including all available appeals. The election to terminate shall be in writing and comply with the provisions of section 12.3 herein and shall be effective upon the termination date stated in the written notice, which termination date shall not be less than 365 days after the date of such written notice.
- 11.6 REPRESENTATIONS AND WARRANTIES. Each of the Parties hereby represents and warrants as to itself as follows:

- (a) It is duly organized and validly existing under the constitution and laws of the state of Florida, with full legal right, power and authority to enter into and perform its obligations hereunder;
- (b) This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

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

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

11.9 THIRD PARTY BENEFICIARIES. The Parties do not intend 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.

11.10 AMENDMENTS. The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Parties or others delegated authority to or otherwise authorized to execute same on their behalf.

11.11 JURISDICTION, VENUE, WAIVER OF JURY TRIAL. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the

state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

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

11.13 FORCE MAJEURE. If the performance of this Agreement, or any obligation hereunder is prevented by reason of hurricane, earthquake, or other casualty caused by nature, or by labor strike, war, or by a law, order, proclamation, regulation, ordinance of any governmental agency, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, provided that the party so affected shall first have taken reasonable steps to avoid and remove such cause of non-performance and shall continue to take reasonable steps to avoid and remove such cause, and shall promptly notify the other party in writing and resume performance hereunder whenever such causes are removed.

11.14 NON DISCRIMINATION. 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.


The Parties 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. The Parties shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services herein, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, the Parties shall take affirmative steps to prevent discrimination in employment against disabled persons.

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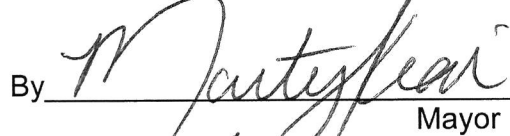
IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the 26 day of January, 2016, and MIAMI-DADE COUNTY, signing by and through its _____, duly authorized to execute same and PALM BEACH COUNTY, signing by and through its Mayor or Vice-Mayor, duly authorized to execute same and SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:


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

BROWARD COUNTY, by and through
its Board of County Commissioners

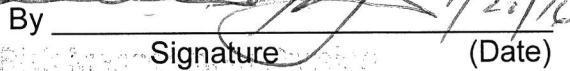
By  Mayor

26 day of January, 2016

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

Insurance requirements
approved by Broward County
Risk Management Division

By  1/21/16
Angela J. Wallace (Date)
Deputy County Attorney

By  1/21/16
Signature (Date)

Print Name and Title above

AJW/RDH
11/24/2015
Four Party Agreement - Transit Fare Interoperability Project
15-114.00



AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, PALM BEACH COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR TRANSIT FARE INTEROPERABILITY

MIAMI-DADE COUNTY

ATTEST:

By: _____
Witness

By: _____
County Manager or Designee

_____ day of _____, 2016

(CORPORATE SEAL)

Approved as to form and legal
Sufficiency by:

Assistant County Attorney

AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, PALM BEACH COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR TRANSIT FARE INTEROPERABILITY

PALM BEACH COUNTY

ATTEST:

By: _____
County Clerk

By: _____
Mayor

_____ day of _____, 2016

Approved as to form
and legal sufficiency

County Attorney

Departmental Approval
By:

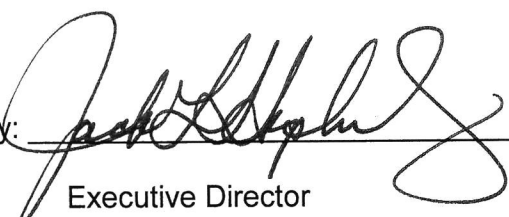


AGREEMENT AMONG BROWARD COUNTY, MIAMI-DADE COUNTY, PALMBEACH COUNTY AND SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY FOR TRANSIT FARE INTEROPERABILITY

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

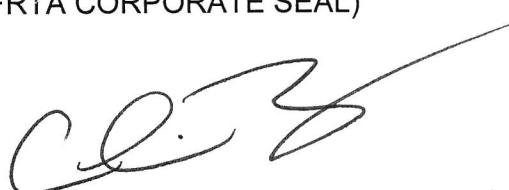
ATTEST:

By: 
Chair

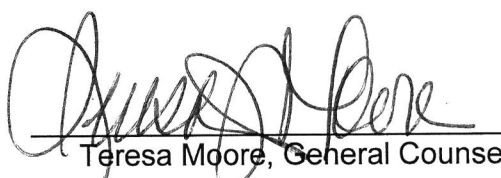
By: 
Executive Director

27th day of May, 2016

(SFRTA CORPORATE SEAL)


Christopher Bross, Director
Contracts Administration and Procurement

Approved as to form and legal Sufficiency by:


Teresa Moore, General Counsel