

AGREEMENT
Between
SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY
And
CITY OF FORT LAUDERDALE
For
**THE OPERATION OF COMMUNITY BUS SERVICE
FOR THE UPTOWN SHUTTLE LINK**

THIS AGREEMENT (the “Agreement”) is by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33rd St., Pompano Beach, Florida 33064 (hereinafter referred to as the “**SFRTA**”), and the CITY OF FORT LAUDERDALE, 100 N. Andrews Avenue, Fort Lauderdale, FL (hereinafter referred to as the “**CITY**”).

WITNESSETH:

WHEREAS, the **CITY** has received Florida Department of Transportation (“**FDOT**”) Transit Corridor Grant funding for one (1) year to provide a midday community bus service originating from **SFRTA**’s Cypress Creek Tri-Rail Station (the “Uptown Shuttle Link”), with two one-year extension options; and

WHEREAS, **SFRTA**, as a regional operator of more than twenty (20) shuttle bus routes, **SFRTA** has evaluated the Uptown Shuttle Link operating plan and has determined that the service level will surpass **SFRTA**’s minimum seven (7) passengers-per-hour ridership standard; and

WHEREAS, **SFRTA** wishes to assist the **CITY** by operating the proposed service for the Uptown Shuttle Link for a period not to exceed three (3) years and **SFRTA** will be reimbursed by the **CITY** at a rate of \$55.00 per revenue hour for **SFRTA**’s costs incurred up to the annual limit of the **FDOT** Transit Corridor grant;

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **SFRTA** and the **CITY** agree as follows:

ARTICLE 1 – COMMUNITY BUS SERVICES

SFRTA shall operate the Uptown Shuttle Link based on the “Service Alignment and Operating Hours” identified on Exhibit “A” of this Agreement. The **CITY** shall provide **SFRTA** with sixty (60) days’ notice of any proposed route change to give **SFRTA** time coordinate the route change with its shuttle bus service contractor and to make changes in its public information collaterals. In no event shall any route change exclude **SFRTA**’s Cypress Creek Tri-Rail Station as the route’s point of origin. **SFRTA** shall not make any changes to the route service without prior written consent from the **CITY**.

ARTICLE 2 – TERM OF AGREEMENT

This Agreement shall become effective upon execution by both parties. The term of this Agreement shall be for a one (1) year commencing on February 1, 2014, with an option to extend for a period not-to-exceed three (3) total years expiring no later than January 31, 2017. If the **CITY** elects to terminate this Agreement prior to the end of the three-year period, it shall provide notice of termination to **SFRTA** in accordance with Paragraph 6.3. **SFRTA** and the **CITY** acknowledge that continued operation of the Uptown Shuttle Link is funded wholly by the FDOT grant and withdrawal of that grant shall be sufficient cause for the termination of this Agreement.

ARTICLE 3 – COMPENSATION

3.1 **CITY** shall provide payment to **SFRTA** at a rate of \$55.00 per revenue hour (hereinafter referred “Contract Rate”) from execution of this Agreement through June 30, 2014, or upon FDOT funding withdrawal, whichever shall occur first. Funding amount for the first year of the agreement shall be in the not-to-exceed amount of \$181,773. The Contract Rate will be subject to change annually on July 1st of every year of this Agreement.

3.2 **SFRTA** shall invoice the **CITY** monthly for bus operations provided in the prior month. All reimbursement requests shall be in a form approved by FDOT and shall include sufficient documentation of the expenses to meet the Transit Corridor Grant requirements for payment by FDOT so that the **CITY** may be reimbursed by the grant. The **CITY** shall pay properly documented invoices within forty-five (45) days from the date of receipt of an invoice with sufficient and proper documentation.

3.3 **SFRTA**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void and no money may be paid on such contract. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, **SFRTA**'s performance and obligation to pay under this Agreement is contingent upon an annual appropriation by **SFRTA**'s Governing Board and the **CITY**'s obligation to purchase such service shall be contingent upon an annual appropriation of Transit Corridor Grant funds by FDOT and the **CITY**'s Board of Commissioners.

ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 The **CITY**'s Project Manager for this Agreement shall be the Director of the Transportation and Mobility Department of the **CITY** or designee. **SFRTA**'s Project Manager shall be the Operations Project Manager, or designee.

4.2 In consideration of **CITY**'s purchase of community bus services, **SFRTA** shall provide monthly reports to the **CITY** to enable the **CITY** to report the shuttle bus route operating data as part of its National Transit Database (NTD) reporting responsibilities. At a minimum, the monthly reports shall contain Daily Passenger Counts, Operator Manifests, Revenue Hours, Deadhead Hours, Monthly Revenue Miles, Deadhead Miles, Vehicles Operated, Fuel Gallons Consumed, Vehicle Maintenance Costs, and Number of Days Operated. **SFRTA** shall provide such additional information as the **CITY** requires it for its NTD reporting. NTD reporting data shall be transmitted to the **CITY** within ten (10) calendar days from the last day of each month.

4.3 **SFRTA** shall be responsible for meeting all relevant FDOT Transit Corridor Grant requirements, incorporated by reference and attached hereto as Exhibit "B".

ARTICLE 5 – INSURANCE

5.1 **SFRTA** shall require its community bus contractor to carry liability and automobile insurance coverage with the same limits it requires for **SFRTA**'s other shuttle bus routes, or the limits required by the FDOT Transit Corridor Grant, whichever is greater. **SFRTA** will also require that its shuttle bus operations contractor name the **CITY** and FDOT as an additional insured on the contractor's insurance policies and provide the **CITY** with a certificate of insurance and Additional Insured Endorsement. **SFRTA** will require its contractor to provide updated certificates and endorsements to **CITY** annually on this Agreement's anniversary date.

ARTICLE 6 - TERMINATION

6.1 If through any cause within the reasonable control of **SFRTA**, **SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, the **CITY** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default to avoid termination hereunder. **SFRTA** shall have thirty (30) days to cure said default or such additional period authorized by the **CITY**. In the event that **SFRTA** shall not have cured said default to the satisfaction of the **CITY** by such deadline, then this Agreement may be terminated by the **CITY** upon notice of termination to **SFRTA**.

6.2 If through any cause within the reasonable control of the **CITY**, the **CITY** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to the **CITY** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. The **CITY** shall have thirty (30) days to cure or additional period authorized by **SFRTA**. In the event that the **CITY** shall not have cured said default by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to

CITY.

6.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time by giving thirty (30) days written notice to the other of its intent to terminate for convenience. In the event of a termination for convenience by either party, the **CITY** shall pay **SFRTA** for any shuttle bus operations performed up to the date of termination for which **SFRTA** has not been previously paid.

ARTICLE 7 – CHANGES AND MODIFICATIONS

7.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all prior agreements and understandings related to this Uptown Shuttle Link service, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

7.2 Modifications to this Agreement must be made in the form of a written amendment signed by the **CITY** and **SFRTA**. The parties agree that route changes and annual adjustments in the Contract Rate provided for in this Agreement shall be considered modifications requiring a written amendment to this Agreement. **SFRTA** may not assign this Agreement to another party without prior written approval of the **CITY** and **FDOT**.

7.3 All contracts and agreements entered into by **SFRTA** and/or the **CITY** relative to this service are subject to review and approval by **FDOT** prior to execution of the contract or agreement.

ARTICLE 8 - NOTICES

Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For CITY:

City of Fort Lauderdale
Attn: Transportation & Mobility Director
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

For SFRTA:

South Florida Regional Transportation Authority
Attn: Director of Operations
800 N.W. 33rd Street
Pompano Beach, FL 33064

with a copy to:
City of Fort Lauderdale
Attn: City Attorney
100 N. Andrews Avenue
Fort Lauderdale, FL 33301

with a copy to:
South Florida Regional Transportation Authority
Attn: General Counsel
800 NW 33rd Street
Pompano Beach, FL 33064

ARTICLE 9 – STATE LAW AND VENUE

This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Broward County, Florida, whether in state or federal court. The parties agree that each will submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or related to this Agreement and agree that all claims in respect to such action or proceeding may be heard and determined in Broward County, Florida, the venue situs.

ARTICLE 10 – FORCE MAJEURE

In the event the performance by **SFRTA** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which the **SFRTA** reasonably determines will interfere with its ability to perform, the **SFRTA** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 11 – SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

ARTICLE 12 – JOINT PREPARATION

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

ARTICLE 13- SOVEREIGN IMMUNITY

SFRTA and **CITY** each acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The parties acknowledge that the foregoing shall not

constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense that the parties may have under such statute, nor as consent to be sued by third parties.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chair, duly authorized to execute same by Board action, and the **CITY OF FORT LAUDERDALE**, signing by and through its Mayor, authorized to execute same by Commission action.

ATTEST:

CITY OF FORT LAUDERDALE

Date: _____

By: _____

Jonda Joseph, City Clerk

John P. "Jack" Seiler, Mayor

Approved as to Form and Legal Sufficiency:

By: _____
Cynthia Everest, City Attorney

ATTEST:

**SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

Date: _____

By: _____

Joseph, Giulietti, Executive Director

Steven Abrams, Chair

Approved as to Form and Legal Sufficiency:

By: _____
Teresa J. Moore, General Council

Approved by City Commission on ____, 2014 , Item # _____

EXHIBIT "A"
UPTOWN MIDDAY SHUTTLE ROUTE
SERVICE ALIGNMENT
AND OPERATING HOURS

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EXHIBIT "B"
FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSIT CORRIDOR GRANT

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