PB/10/23/14/1

DOCUMENT ROUTING FORM

NAME OF DOCUMENT: RESOLUTION APPROVING AN INTERLOCAL AGREEMENT WITH **BROWARD COUNTY FOR COMMUNITY BUS SERVICE** Approved Comm. Mtg. on: October 7, 2014 CAM #: 14-1014 ITEM #: CR-9 Routing Origin: X CAO Original Documents City Attorney's Office: Approved as to Form # fOriginals and Delivered to City Manager on Cole J. Copertino City Manager: Please indicate if item is CIP Funded, sign where indicated, and forward originals to Mayor. Capital Investment / Community Improvement Projects defined as having a life of at least 10 years CIP FUNDED YES NO
Capital Investment / Community Improvement Projects and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, real. Mayor: Please sign as indicated and forward originals to Clerk for attestation and City seal. **INSTRUCTIONS TO CLERK'S OFFICE** City Clerk: Retains one original and forwards 5 original documents to: Kevin Walford, TAM

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

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 "COUNTY,"

and

CITY OF FORT LAUDERDALE, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY," (collectively referred to as the "Parties").

WITNESSETH:

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

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

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout 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, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY to provide Community Bus Service, NOW, THEREFORE,

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

ARTICLE 1

<u>DEFINITIONS AND IDENTIFICATIONS</u>

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

- 1.1 ADA American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 C.F.R. Parts 1630, 1602; 28 C.F.R. Part 35, 49 C.F.R. Parts 27,37,38, 28 C.F.R. Part 36, and 47 C.F.R. Sections 64.601 et seq.
- 1.2 **Agreement** This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.3 **Board** The Board of County Commissioners of Broward County, Florida.
- 1.4 **BCT** The Broward County Transit Division.
- 1.5 **Community Bus Service** The public transportation service, including Emergency Transportation Service, provided hereunder by CITY through the use of its employees or by a third party that has entered into a contract with CITY.
- 1.6 Contract Administrator The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY 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; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 **County Administrator** The administrative head of COUNTY appointed by the Board.

- 1.8 **County Attorney** The chief legal counsel for COUNTY appointed by the Board.
- 1.9 Emergency Transportation Service The transportation service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.
- 1.10 Revenue Service Hour The time when a Vehicle(s) is available to the general public and there is an expectation of carrying Community Bus passengers. Revenue Service includes layover/recovery time but excludes deadhead and maintenance testing.
- 1.11 **Vehicle(s)** The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "D."

ARTICLE 2

SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY CITY

- 2.1 ROUTES. Community Bus Service shall be provided a minimum of twenty four (24) hours a week to the locations and at the scheduled intervals ("Routes") set forth on the attached Exhibit "A." Community Bus Service shall connect with COUNTY bus routes and other Community Bus Routes as set forth on Exhibit "A." To the extent possible, Community Bus Service shall be coordinated with existing County public transit service. It is the intent of the Parties that the Community Bus Service shall not duplicate existing County bus service.
- 2.2 <u>USE OF CONTRACTOR</u>. Community Bus Service may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the CITY in this Agreement.
- 2.3 <u>ADA</u>. CITY shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

- 2.4 <u>CHANGES IN ROUTES</u>. CITY acknowledges and agrees that it shall not deviate or make changes to the Routes established in Exhibit "A," including, but not limited to, a decrease or increase in Revenue Service Hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Article 6, and COUNTY shall not compensate CITY for any deviations or changes from the Routes established in Exhibit "A" without the prior written consent of Contract Administrator.
 - 2.4.1 The Contract Administrator may approve changes to Routes including changes that result in an increase or decrease in Revenue Service Hours; provided, the increase or decrease does not exceed ten percent (10%) of the total annual financial assistance established in Exhibit "F". In the event that the Contract Administrator approves any change to Routes as authorized in this Section, Exhibit "A" shall be updated by the Contract Administrator no later than seven (7) working days prior to the implementation date included in the approval letter referenced in Paragraph 2.4.2 below.
 - 2.4.2 In the event that CITY submits a written request for route changes, which is an exception to COUNTY's quarterly run selection process, COUNTY will respond to CITY's written request in writing within sixty (60) calendar days of COUNTY receipt of the request. If the route change request is approved, the implementation date for the route changes shall be coordinated to coincide with the COUNTY's next Major Service Change.
- 2.5 <u>FARES</u>. If CITY determines a fare to be appropriate, CITY may institute such fare; provided, the fare shall not exceed COUNTY's fixed-route base one-way fare. Additionally, CITY's fare policies shall comply with the provisions of 49 U.S.C. 5307(c)(1)(D) commonly referred to as the "half fare" requirement. Prior to instituting a fare or changing a current fare CITY shall:
 - (1) Provide a formal written notice to the Contract Administrator sixty (60) calendar days prior to the implementation date of the proposed fare or fare change; and
 - (2) CITY shall hold a public hearing prior to the institution of any proposed fare or fare change in compliance with the procedures set forth in Section 2.5 below; and
 - (3) Receive COUNTY's written approval prior to the implementation of the fare or fare change.

- 2.6 <u>PUBLIC HEARING REQUIREMENTS</u>. CITY, in compliance with the provisions of 49 U.S.C. Section 5307(c)(1)(I), shall hold a public hearing before its governing body as follows:
 - (1) Prior to the implementation or change in fares.
 - (2) Prior to any change in service affecting twenty-five percent (25%) or more to the Route miles, when calculated on total route miles or on daily revenue miles.
 - (3) Prior to establishing a new Community Bus Route.
 - (4) Prior to discontinuing any Community Bus Route in its entirety.
 - (5) Prior to implementing headway adjustments of more than fifteen (15) minutes.

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

- (1) A description of the contemplated service or fare change, as appropriate.
- (2) The date, time, and accessible location of the hearing.
- (3) The location and addressee to whom written comments may be sent.
- (4) Criteria for requesting available accommodations and alternative formats.
- 2.6.1 In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. CITY shall use its best efforts to provide the public with the greatest advance notice possible through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.
- 2.6.2 CITY shall provide COUNTY with the public hearing notice and minutes of all public hearings held to satisfy the requirements of 49 U.S.C. Section 5307(d)(1)(l) within seven (7) calendar days of the public hearing.
- 2.7 <u>BUS STOPS</u>. It shall be CITY's sole responsibility to obtain any permission necessary to access or encroach upon any property for use as an origin and/or destination point associated with Community Bus Services.

- 2.8 MINIMUM REQUIRED PASSENGERS PER REVENUE HOUR. Within twelve (12) months from the commencement of Community Bus Service, CITY shall maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route operated by CITY. CITY shall monitor trends relating to any reductions in passengers per Revenue Service Hour and shall promptly notify COUNTY of possible conditions or remedies which are needed to address the reductions in passengers. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per Revenue Service Hour per Route during any rolling twelve (12) month period shall constitute a breach of this Agreement, entitling COUNTY to terminate this Agreement and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within thirty (30) calendar days of receipt by CITY of the notice of termination.
- 2.9 EMERGENCY TRANSPORTATION SERVICE. In addition to the scheduled Community Bus Service as set forth in Exhibit "A," CITY, upon direction of the Contract Administrator, may be required to provide Emergency Transportation Service. Emergency Transportation Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY. The Parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other City that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle(s) that is utilized by another city as set forth above. Fares shall not be collected from passengers during Emergency Transportation Service.
- 2.10 <u>EMERGENCY RESPONSE PLAN</u>: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to periods of adverse weather or other emergency conditions including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.
- 2.11 <u>ON-BOARD SURVEYS</u>. CITY shall allow any on-board surveys and/or inspections as may be requested by COUNTY.

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

2.13 OPERATION.

- 2.13.1 CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations. Additionally, CITY shall be solely responsible for the operation of each Vehicle(s) in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the Vehicle(s). CITY shall utilize every practicable safeguard so as to minimize the discharge of pollutants. CITY shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the services provided hereunder.
- 2.13.2 CITY shall be solely responsible to provide, during the term of this Agreement, sufficient personnel, training, labor, and materials necessary to provide a high quality Community Bus Service which shall include, but not be limited to, all transportation, scheduling, dispatching, vehicle servicing, vehicle maintenance, reporting, and monitoring of the Community Bus Service required herein throughout the term of this Agreement.
- 2.13.3 CITY shall be solely responsible for the payment of all of its employees' wages and benefits and shall comply with all of the requirements thereof including, but not limited to, employee liability, workers' compensation, unemployment insurance, Social Security, and any other mandated or optional employee benefits.
- 2.13.4 CITY shall be responsible to maintain Community Bus Service as described on Exhibit "A". Should there be a service disruption; CITY shall have 45 minutes to restore normal service levels. If not, COUNTY will reduce the next applicable invoice to reflect the missed service.
- 2.13.5 CITY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. CITY shall ensure that all vehicle operators meet all requirements for performing Community

Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.

- 2.13.6 Vehicle operators must successfully complete the required Operator Training prior to operating any Vehicle(s) to provide the Community Bus Service set forth herein. COUNTY will schedule and provide, at least once per month, the Operator Training at no cost to the CITY; however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certification of Completion. In the event that COUNTY does not offer the Operator Training provided for herein, CITY may substitute an equivalent Operator Training Certification to vehicle operators until such time as COUNTY offers the Operator Training, subject to the Contract Administrator's review and written approval of the proposed Operating Training Certification and related training modules.
- 2.13.7 During the term of this Agreement, the Contract Administrator may from time to time require additional operators training for the employees operating Vehicle(s). In such case, the Contract Administrator will provide at least fourteen (14) calendar days' notice. The CITY must provide COUNTY with a minimum fourteen (14) calendar days advance written notice if the CITY needs to have additional employees trained through the County's Vehicle Operator Training program. The CITY is responsible for the payment of any and all salary costs for those employees that participate in the training.

2.13.8 CITY shall at its sole cost and expense:

- a. Provide base of operation for Vehicle(s), operators and Community Bus Service.
- b. Comply with all Community Bus Services operations, equipment and maintenance requirements established by BCT.
- c. Comply with performance and safety standards required by Florida law and Chapter 14-90.
- d. Hire, train, and supervise vehicle operators. In the event the COUNTY approves an on-site vehicle operators' training program, mandatory training shall consist of on-site training as scheduled by the Contract Administrator. The COUNTY shall schedule, provide and conduct the on-site training.
- e. Provide all necessary personnel with the management, operation and maintenance expertise required to carry out each and every

- obligation and responsibility necessary to perform the Community Bus Services.
- f. Carry out operational supervision.
- g. Operators shall be retrained every two years during the term of this Agreement (refresher training) at CITY's sole expense.
- h. Provide a means of communication between supervisors and operators.
- i. Be available for and comply with COUNTY's monitoring and auditing programs.
- j. Attend and participate in quarterly Community Bus Partner meetings with COUNTY staff. In the event that CITY utilizes a third party to provide Community Bus Service, a representative from the CITY and a representative from the third party contractor shall attend the meetings.
- k. Work with COUNTY by using appropriate operating methods, procedures and protocols, and implement those policies which COUNTY directs as integral to the efficient and effective operation of COUNTY's public transportation system.
- Respond to Contract Administrator's requests for information in a timely manner.
- m. Submit operating, financial, performance reports, National Transit Database ("NTD") reports within in the time periods established in Exhibit "C."
- Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.
- o. Report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within the time periods established in Exhibit "C." Within seventy-two (72) hours prior to the onset of Community Bus Service, CITY shall provide to COUNTY for approval, its written procedure for reporting accidents/incidents to Contract Administrator.
- 2.14 <u>SUSPENSION OF OPERATIONS</u>: CITY may suspend all or a portion of Community Bus Service when said performance is made impossible upon prior approval of COUNTY. Depending on the nature of the event, CITY shall request verbal or written approval from COUNTY prior to suspending operations, if verbal approval is given based upon the circumstances, the verbal approval shall be memorialized in writing when circumstances permit.
- 2.15 <u>VEHICLE OPERATORS</u>. CITY shall obtain driving and Level I criminal background checks for all vehicle operators from the State of Florida

Department of Law Enforcement or other sources approved by Contract Administrator. CITY shall require its vehicle operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking). CITY shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

All employees operating a Vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).

- 2.15.1 CITY shall not employ or retain 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 contender regardless of whether adjudication was withheld, for any of the following:
 - a. No more than one (1) moving violation in the last three (3) years*.
 - b. An at-fault accident in the last three (3) years*.
 - c. A Failure to Appear or a Failure to Pay in the last three (3) years*.
 - d. A Reckless Driving in the last seven (7) years*.
 - e. A Driving Under the Influence (DUI) with the last seven (7) years*. Two convictions (lifetime) for DUI is automatic disqualification.
 - f. A suspension within the last three (3) years*. One suspension for PIP permitted.
 - g. A Manslaughter resulting from the operation of a motor vehicle.
 - h. A Hit and Run or Hit and Run with Property Damage.
 - i. A Reckless Driving causing injury.
 - j. A DUI causing injury.

k. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

2.15.2 CITY shall provide, by Certified Mail, current copies of the following records of all employees that operate the Vehicle(s) to the Contract Administrator. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):

Driving Record

Background Verification Record

Criminal Background information

INS Employment Eligibility Form I-9

- 2.15.3 CITY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, CITY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CITY shall provide the Contract Administrator with each employee's name and operator's driver's license numbers within five (5) calendar days prior to the onset of Community Bus Service.
- 2.15.4 It shall be CITY's responsibility to ensure that all vehicle operators and supervisors performing Community Bus Services comply with the following:
 - a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CITY shall immediately prohibit the employee from operating a Vehicle(s) to provide the Community Bus Services.
 - Vehicle(s) shall be operated by properly licensed operators.
 Vehicle operators must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or

Class C will be permitted with a passenger endorsement so long as the Vehicle(s) do not contain air-brakes.

- c. Provide full utilization of Vehicle(s) to disabled passengers.
- d. Carry on their person at all times a valid Florida Driver's License for provision of passenger Services; Commercial Driver's License Class A, B, or C with passenger endorsements issued by the state of Florida. All Vehicle operators shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
- e. Shall not operate any personal wireless communications devices while occupying the operator's seat or operating area.
- f. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.
- g. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.
- 2.16 NONDISCRIMINATION ON THE BASIS OF DISABILITY. CITY while providing the Community Bus Services shall comply with all applicable laws and regulations relating to nondiscrimination on the basis of disability, including, but not limited to the following:

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.

The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 C.F.R. Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. Part 37, and Architectural and Transportation Barriers Compliance Board

(ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 C.F.R. Part 1192 and 49 C.F.R. Part 38, all as currently enacted or as may be amended from time to time.

2.17 <u>DRUG AND ALCOHOL PROGRAM</u>. CITY agrees to participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, CITY agrees to produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

CITY agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "B."

CITY agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

- 2.18 <u>REPORTING AND RECORDKEEPING REQUIREMENTS</u>. CITY shall maintain complete and accurate records of all Community Bus Services provided pursuant to the terms of this Agreement. CITY shall supply reports in compliance with the schedule and requirements set forth on Exhibit "C."
- 2.19 <u>ANNOUNCEMENTS</u>. In the event that the Vehicle(s) is not equipped with an automatic vehicle annunciation system that automatically announces major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, or the system is not working properly, the vehicle operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the

event that the PA system is not available or is inoperable, the vehicle operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. transfer points with other fixed-routes; and
- b. other major intersections and destination points; and
- c. 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
- d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.20 CHARTER AND SCHOOL BUS REGULATIONS.

- 2.20.1 CITY shall comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, relating to charter service.
- 2.20.2 CITY shall comply with the provisions of 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, relating to school bus operations.
- 2.21 <u>TEXT TELEPHONE ("TTY")</u>. CITY shall at all times, while providing the Community Bus Service set forth herein, have and maintain a proper working TTY number.
- 2.22 <u>STANDARDS</u>. CITY shall comply with the following:
 - a. CITY, as a contracted public transit provider, shall comply with the all applicable requirements of Chapter 14-90.
 - b. Develop and adopt a System Safety Program Plan ("SSPP") and Security Program Plan ("SPP") that complies with the requirements set forth in Rule 14-90. The SSPP and SPP shall be provided to COUNTY prior to providing any Community Bus Service
 - c. Permit inspections, safety and security review by COUNTY and the state of Florida.
 - d. Comply with the adopted SSPP and SPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement and in compliance with Chapter 14-90.
 - e. All accidents shall be reported immediately to the police.

- f. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Vehicle(s) shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.
- g. Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits driver tips.
- h. All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
- i. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- j. The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings, and from damaged or broken seats.
- k. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- I. Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- m. The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.
- n. Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

2.23 <u>DRIVER TRAINING</u>. COUNTY shall provide Florida Commercial Driver Licensed operators hired by CITY or its sub-contractors with training in passenger relations, rules of the road, and transit system information. Except as provided in Paragraph 2.13.6, all Florida Commercial Driver Licensed operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver Licensed operators employed at any time during the term of this Agreement.

- 2.24 <u>SCHEDULING AND ROUTING ASSISTANCE</u>. All requests by CITY for assistance with the planning and scheduling of Community Bus Routes must be submitted in writing by CITY and coincide with the schedule established by COUNTY. A copy of the schedule shall be made available to the CITY within thirty (30) days of the execution of this Agreement.
- 2.25 <u>TIMETABLES</u>. COUNTY shall print and provide CITY with bus route timetables to inform CITY residents and passengers of the Community Bus Service. In the event of a change in bus route timetables, COUNTY shall provide CITY with copies of the new bus route timetables no later than seven (7) working days prior to the date on which the change will be implemented.

ARTICLE 3

VEHICLES

- 3.1 <u>LEASE</u>. COUNTY shall lease to CITY the wheelchair accessible, passenger Vehicle(s), as described on Exhibit "D" to be used in Community Bus Service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The Vehicle(s) shall be leased to CITY for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by CITY, CITY at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by CITY.
- 3.2 <u>USE</u>. Vehicle(s) shall be provided by the COUNTY to CITY at least forty-eight (48) hours prior to the onset of the commencement of Community Bus Service and shall be used exclusively to perform the Community Bus Services set forth in this Agreement and for no other purpose. Subject to the provisions of this Agreement, City shall have the exclusive right to possession and control of Vehicle(s) and shall be fully responsible for the use thereof. Vehicle(s) shall not be used in any unlawful trade or for any unlawful purpose whatsoever, or in violation of this Agreement. City shall use Vehicle(s) in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicle(s). CITY shall use only the Vehicle(s) identified in Exhibit "D" to provide Community Bus Service.
- 3.3 <u>REPLACEMENT</u>. COUNTY reserves the right, in its sole discretion to replace any Vehicle(s) with the same or like equipment when determined to be in the best interest of COUNTY. Any replacement of Vehicle(s) may be authorized by the Contract Administrator. In the event that a Vehicle(s) is replaced, Exhibit "D"

- shall be updated by the Contract Administrator. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.
- 3.4 <u>BIKE RACKS</u>. Vehicle(s) shall be equipped with bicycle racks to transport non-motorized bicycles.
- 3.5 <u>SPARE VEHICLE(S)</u>. COUNTY, in its sole discretion, acting through it Contract Administrator may provide spare Vehicle(s) for use by the CITY to perform Community Bus Service. In the event that spare Vehicle(s) are leased to the CITY, Exhibit "D" shall be updated by the Contract Administrator to include the spare Vehicle(s). CITY's use of any spare Vehicle(s) shall be subject to all terms and conditions of this Agreement.
- INSPECTIONS. COUNTY shall have the right to inspect, or cause to be inspected, the Vehicle(s). COUNTY may inspect the Vehicle(s) at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the CITY's ability to perform Community Bus Service. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify CITY as to required repairs to Vehicle(s) due to damage or excessive wear and tear. Any Vehicle(s) determined by COUNTY to be unacceptable to provide service will be removed from service by CITY and all deficiencies corrected immediately. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no extraordinary wear and tear or damage has occurred to the Vehicles. At COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.
- 3.7 PRE-TRIP AND POST-TRIP INSPECTIONS. CITY shall conduct and document Pre-trip and Post-trip Vehicle inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form attached as Exhibit "E". CITY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the Vehicle(s) into Community Bus Service. CITY shall maintain a written record of all Vehicle(s) inspections on site, which record shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.
- 3.8 <u>INSPECTION AND MAINTENANCE RECORDS</u>. CITY shall maintain a record of all Vehicle(s) periodic inspections which records shall be available to the Contract Administrator. CITY shall maintain and provide written documentation of preventive maintenance, regular maintenance, inspections, and repairs performed for each Vehicle. Such records shall be maintained by the CITY

during the term of this Agreement. CITY shall maintain a written record of all Vehicle(s) inspections and maintenance on site, which records shall be available to the Contract Administrator or his/her designee. In the event that County shall install an Automatic Vehicle Location (AVL) system on Vehicle(s), CITY shall, upon notification by COUNTY, enter information designated by COUNTY directly into the AVL Mobile Data Computer.

- 3.9 <u>MAINTENANCE AND REPAIR</u>. CITY shall maintain the Vehicle(s) and all its appliances and appurtenances, in a good state of repair and in efficient operating condition during the entire term of this Agreement. CITY shall be fully responsible for all maintenance and repair, of whatever kind or nature, of all Vehicle(s), which obligation shall include, but in no way be limited to, regularly scheduled routine maintenance, required inspections, and repairs.
 - 3.9.1 Any Vehicle(s) that becomes inoperable must be repaired and back in Community Bus Service within ten (10) business days. In the event that a Vehicle(s) will not be back in revenue service within ten (10) business days due to the unavailability of parts or nature of the repair, CITY shall notify Contract Administrator in writing, and include the reason for the delay. CITY must have written approval from the Contract Administrator for any repair that will keep Vehicle(s) out of Community Bus Service for more than ten (10) business days.
 - 3.9.2 All maintenance on Vehicle(s) shall be performed by persons properly licensed and qualified to perform maintenance on Vehicle(s). CITY shall maintain the Vehicles in compliance with BCT's and manufacturer's standards for preventive maintenance. CITY shall develop a preventive maintenance schedule, which shall be approved by COUNTY prior to initiating Community Bus Service.
 - 3.9.3 Vehicle parts necessary to maintain and repair Vehicles shall be provided by CITY at CITY's sole cost and expense. Vehicle parts must be Original Equipment Manufacturer (OEM) parts. Prior written approval of the Contract Administrator shall be received before beginning any major maintenance and repair. Major maintenance and repairs shall be defined as any maintenance or repair activity in which the total cost of parts and labor shall exceed Two Thousand Dollars (\$2,000.00).
 - 3.9.4 CITY shall not make any structural or other significant alterations or changes to Vehicle(s) without the prior written consent of the Contract Administrator.
 - 3.9.5 CITY shall maintain all Vehicle(s) in clean appearance and safe and proper working mechanical condition at all times. Vehicle(s) shall be used

in Community Bus Service in a manner so that all Vehicle(s) will accrue relatively equal mileage at any one time.

3.10 <u>SIGNAGE AND ADVERTISING</u>. All Vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:

Above or beside the passenger entrance door(s)

On the exterior rear of the vehicle

On the exterior front of the vehicle

On the interior of the vehicle above the front windshield

- 3.10.1 Vehicle(s) Route identification information must contrast in color with the background color to which they are affixed.
- 3.10.2 Vehicle(s) shall display, at all times, destination signage specific to the Route and the direction being operated, if direction is applicable. The signage shall fit the opening as provided on the Vehicle(s). An ADA-compliant Route identification sign shall be displayed on the curb side of Vehicle(s) at all times.
- 3.10.3 CITY shall maintain all interior signs placed by COUNTY.
- 3.10.4 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.
- 3.10.5 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the Vehicle(s) at all times.
- 3.11 <u>DAILY CLEANING</u>. CITY 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 CITY. However, items found that are the belongings of customers shall be maintained and made available consistent with CITY's Lost and Found Policy which policy shall comply with Florida law. CITY's Lost and Found Policy must be approved by the Contract Administrator.

- 3.12 <u>TITLE</u>. Title to the Vehicle(s) shall remain in COUNTY at all times, and the CITY shall have no right, title or interest in the Buses except the possessory rights expressly set forth in this Agreement. Any act of CITY purporting to create any claim, lien, or encumbrance shall be void. CITY agrees at all times to keep the Vehicle(s) free and clear of any and all claims, liens, and encumbrances, and shall, at their expense, protect and defend COUNTY's title to the buses and COUNTY's right of possession against all others. CITY shall redeliver the Vehicle(s) to COUNTY free of any liens, claims or encumbrances resulting from CITY's use of the Vehicle(s). CITY shall notify persons furnishing repairs, supplies, towage and other necessities to Vehicle(s) that CITY has no authority or right to incur, create, or permit to be imposed on Vehicle(s) any lien of whatsoever kind.
- 3.13 <u>ANNUAL REGISTRATION</u>. The annual registration of the Vehicle(s) will be processed by the COUNTY and the costs of such registrations will be paid by the COUNTY.
- 3.14 INSTALLATION OF EQUIPMENT. COUNTY 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 CITY facilities. CITY agrees to make Vehicle(s) and facilities available for the installation of any equipment and to operate such equipment in compliance with all direction from COUNTY. In the event that COUNTY installs any equipment in the Vehicle(s), Exhibit "D" shall be updated by the Contract Administrator to include the equipment installed in the Vehicle(s).
 - 3.14.1 AVL/MDC Equipment. The cost of AVL/MDC Equipment, installation and training shall be at COUNTY's expense. COUNTY shall be responsible

for securing and paying for any recurring wireless (cellular) data and voice service, deemed necessary by COUNTY.

- 3.14.2 Delivery and Installation of AVL/MDC Equipment: COUNTY shall provide CITY with no less than ten (10) calendar days prior notice of the date the AVL/MDC Equipment shall be installed in Vehicle(s) and CITY shall make the Vehicle(s) available on the date established by COUNTY. COUNTY will install, or cause to be installed, the AVL/MDC Equipment at a site to be determined by COUNTY. At the time of installation of the AVL/MDC Equipment into Vehicle(s), COUNTY shall prepare an itemized listing setting forth the components, and the serial numbers where applicable, of the AVL/MDC Equipment installed in each vehicle and at any CITY facility. CITY shall sign the document acknowledging receipt of the AVL/MDC equipment. CITY agrees to cooperate fully in the installation, testing, and training related to AVL/MDC Equipment.
- 3.14.3 Operations, Maintenance and Repair of AVL/MDC Equipment: COUNTY shall provide CITY with reasonable assistance in the maintenance and operation of the AVL/MDC Equipment, by responding to all inquiries and trouble reports concerning the operation or condition of the AVL/MDC Equipment, if the inquiry or trouble reports are placed by CITY to the designated representative of COUNTY during service hours. Upon receiving such inquiries or trouble reports, COUNTY shall either offer advice or propose possible solutions based on its preliminary appraisal of CITY's description of the problem, or arrange for assistance from a maintenance service representative.

COUNTY shall pay for routine maintenance; provided, however, that CITY shall be responsible for any and all maintenance charges, including the cost of labor and parts, imposed by any maintenance service representative or by COUNTY in the event that maintenance is required by reason of:

- a. Use of the AVL/MDC Equipment or any component thereof in other than the manner for which it was installed.
- b. Damage to the AVL/MDC Equipment by CITY, its employees, agents, or third parties.
- c. Modification of the installed AVL/MDC Equipment by CITY which was not authorized by COUNTY.

d. Maintenance performed by CITY without the authorization of COUNTY.

All maintenance or repair services shall be provided by COUNTY or COUNTY's maintenance service representative. CITY shall not perform, or cause to be performed, maintenance or repair service unless COUNTY provides prior written consent authorizing CITY to perform maintenance or repair service.

- 3.14.4 Risk of Loss: CITY shall bear the entire risk of loss or damage to the AVL/MDC Equipment after its installation in the Vehicle(s) and shall be required to replace the AVL/MDC Equipment with COUNTY approved AVL/MDC Equipment in the event that it is lost, stolen, or damaged.
- 3.14.5 Restrictions: The following restrictions shall apply to CITY's use of the AVL/MDC Equipment:
 - a. CITY shall keep the AVL/MDC Equipment free and clear of all claims, liens, and encumbrances. Any act of CITY purporting to create such a claim, lien, or encumbrance shall be void.
 - CITY shall not use the AVL/MDC Equipment in any manner or for any purpose for which the AVL/MDC Equipment is not designed or reasonably suited.
 - c. CITY shall not permit any physical alteration of the AVL/MDC Equipment without the prior written consent of COUNTY.
 - CITY shall not affix, attach, or install any accessory, equipment, or device to the AVL/MDC Equipment without the prior written consent of COUNTY.
 - e. CITY shall not remove the AVL/MDC Equipment from the vehicle in which it was originally installed without the prior written consent of COUNTY, except in the event of an emergency.
- 3.14.6 Reservation of Title: This Agreement does not provide CITY with title or ownership of the AVL/MDC Equipment, but only a right of limited use for the duration of the Agreement. COUNTY shall retain title and ownership of the AVL/MDC Equipment at all times.
- 3.14.7 Training: COUNTY shall provide CITY's employees with initial training in the operation of AVL/MDC Equipment at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary

costs for those employees that participate in the training. COUNTY may provide additional training to CITY's personnel at no cost to CITY, provided, however, CITY shall be responsible for the payment of any and all salary costs for those employees that participate in the training.

- 3.14.8 CITY shall ensure that its personnel utilizing the AVL/MDC Equipment have been properly trained in the operation of the AVL/MDC Equipment.
- 3.15 <u>DAMAGE</u>. CITY shall bear the entire risk of loss or damage to all Vehicle(s). Any and all damage to Vehicle(s), including, but not limited to, damage resulting from storage, vandalism, theft, or from the provision of Community Bus Service shall be the sole responsibility of CITY, and any and all damage shall be repaired at the sole cost and expense of CITY. CITY shall provide the Public Transportation Services or Emergency Transportation Services in full compliance with all requirements of this Agreement during any periods of time that Vehicle(s) are being repaired or not in revenue service.

ARTICLE 4 COMPLAINTS

- 4.1 COUNTY shall provide CITY with signs that include COUNTY's Customer Service Center contact information. CITY shall display the signs conspicuously on each Vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CITY shall respond to complaints (excluding Title VI complaints) brought by persons or by COUNTY on its own initiative or otherwise. In the event that complaints regarding CITY's Community Bus Service are received by COUNTY's Customer Service Center, the Contract Administrator shall forward the complaint to the CITY upon receipt.
 - 4.1.1 Upon the receipt of any complaint, from whatever source, CITY shall conduct the necessary investigation and respond in writing to each complainant. CITY shall forward the results of such investigation and the complaint resolution to Contract Administrator within three (3) business days.
- 4.2 CITY as a direct recipient of FTA financial assistance has formally adopted a Title VI Notice and Complaint procedures. The CITY shall include its Title VI public notice ("Title VI Notice") on printed timetables, online, and at major transfer locations. CITY shall display the Title VI Notice conspicuously on each Vehicle. In the event that CITY shall receive any Title VI complaints, the CITY shall forward a copy of the complaint to the Broward County Transit Division Compliance Manager.

- 4.3 CITY shall submit a monthly report to Contract Administrator summarizing all complaints received during the past month.
- 4.4 At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

ARTICLE 5 TERM AND TIME OF PERFORMANCE

- 5.1 The term of this Agreement shall begin retroactive to October 1, 2014 and shall end on September 30, 2017; the term may be extended for up to two (2) additional one (1) year renewal periods upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.
- 5.2 Community Bus Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

ARTICLE 6

FINANCIAL ASSISTANCE

6.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per Revenue Service Hour as financial assistance for the Community Bus Service that is actually performed by CITY ("Financial Assistance"). CITY shall submit its Revenue Service Hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F." The Financial Assistance shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the Vehicle(s) and for no other purpose. COUNTY shall pay CITY, in advance, the Revenue Service Hour calculations due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis. CITY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate CITY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CITY's obligation to perform all items

of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CITY to reimburse its expenses.

- 6.1.1 Advance quarterly payments for Financial Assistance shall be adjusted by COUNTY based on the Revenue Service Hour calculations as compared to the Revenue Service Hour that were actually performed in any previous quarter.
- 6.1.2 Following the termination of this Agreement for any reason, CITY shall return to COUNTY any Financial Assistance paid in advance to CITY for any Revenue Service Hour that were not actually performed by CITY. COUNTY shall conduct a reconciliation of the actual Revenue Service Hour performed by CITY prior to termination compared to the amount of Revenue Service Hour for which advanced Financial Assistance was paid. CITY shall return all Financial Assistance that was received in excess of the actual Revenue Service Hour performed within thirty (30) days from receipt of notice from COUNTY demanding repayment. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
- 6.1.3 COUNTY shall provide CITY as a 5307 recipient, with an annual report of funding received from National Transit Database (NTD) reporting related to CITY's ridership.

6.2 METHOD OF BILLING AND PAYMENT

- 6.2.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and shall include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s). Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F."
- 6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.
- 6.4 Payment shall be made to CITY at:

Senior Accountant

City of Fort Lauderdale 100 North Andrews Avenue Fort Lauderdale, FL 33301

ARTICLE 7

GOVERNMENTAL IMMUNITY AND INDEMNIFICATION

- 7.1 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. CITY is 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.
- 7.2 In the event that City contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provision:

INDEMNIFICATION: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 8

INSURANCE

- 8.1 CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish the Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.
- 8.2 In the event that CITY contracts with a third party to provide Community Bus Service, any contract with such third party shall include, at a minimum, the following provisions:
 - 8.2.1 <u>INSURANCE</u>: CITY's contractor shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "G" in accordance with the terms and conditions stated in this Article.
 - 8.2.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
 - 8.2.3 The foregoing requirements represent minimum coverages that shall be contained in CITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to CITY's standard requirements for the Project.

ARTICLE 9

TERMINATION

9.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for convenience by the Board. This Agreement may also be terminated for convenience by CITY. Termination for convenience by either

Party shall be effective on the termination date stated in written notice provided by the terminating Party, which termination date shall be not less than one hundred eighty (180) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If either Party erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective one hundred eighty (180) days after such notice of termination for cause is provided.

- 9.2 This Agreement may be terminated for cause for reasons including, but not limited to, CITY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CITY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if the CITY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 9.4 In the event this Agreement is terminated for convenience, CITY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination.
- 9.5 In the event this Agreement is terminated for any reason, any amounts due CITY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.
- 9.6 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle(s) leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the Vehicle(s) to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the Vehicle(s) to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle(s) for advertisement purposes. Any costs necessary to restore and/or prepare the

Vehicle(s) for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle(s) prior to COUNTY's acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager. Following the initial inspection, COUNTY shall have thirty (30) calendar days following the return of the Vehicle(s), to conduct additional inspections of the Vehicle(s) and notify CITY of any additional damage or defects to the Vehicle(s). In the event the COUNTY should determine that the Vehicle(s) is not in the same condition as it was when delivered to CITY, normal wear and tear excepted, COUNTY will notify CITY in writing and include relevant inspection reports. studies and any other documentation that support such findings. CITY shall be responsible for all costs and expenses, needed, in COUNTY's sole determination, to remedy any and all deficiencies due to CITY's use of the Vehicle(s). In the event that CITY fails to make any repairs or remedy any deficiencies as required in this Section, COUNTY may repair, or cause the repairs to be made, and CITY shall be responsible for all of COUNTY's costs. CITY shall pay COUNTY for all such costs within thirty (30) days of receipt of any invoices. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 10

EEO COMPLIANCE

10.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CITY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by CITY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as

COUNTY deems appropriate.

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

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

ARTICLE 11

TITLE VI

CITY, as a direct recipient of FTA financial assistance has adopted its own FTA approved Title VI Program. CITY shall ensure that Community Bus Services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin in compliance with Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d et seq. ("Title VI") and 49 C.F.R. part 21. CITY shall provide information to the public regarding the Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its Vehicle(s), website, and bus schedules. CITY shall report directly to the FTA regarding its Title VI compliance in accordance with its approved Title VI Program and shall take all actions which may be required to maintain compliance with Title VI.

ARTICLE 12

MISCELLANEOUS

12.1 RIGHTS IN DOCUMENTS AND WORK

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, and, if a copyright is claimed, CITY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CITY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, CITY shall:

- 12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CITY upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CITY to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Article 10.

12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this 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.

CITY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

12.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CITY has been placed on the convicted vendor list.

12.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

12.6 THIRD PARTY BENEFICIARIES

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

12.7 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 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 COUNTY:

Director
Broward County Transit Division
One North University Drive, Suite 3100A
Plantation, FL 33324

FOR CITY:

Transportation and Mobility Director City of Fort Lauderdale 290 NE 3rd Avenue Fort Lauderdale, FL 33301

and

City Manager 100 N. Andrews Avenue Fort Lauderdale, FL 33301

12.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

12.9 CONFLICTS

Neither CITY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CITY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of CITY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CITY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report

or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CITY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

12.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

12.11 COMPLIANCE WITH LAWS

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

12.12 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 COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including all available appeals.

12.13 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting 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.

12.14 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.

12.15 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 Articles 1 through 13 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 13 shall prevail and be given effect.

12.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. 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, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS

AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.

12.17 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 Board and CITY or others delegated authority to or otherwise authorized to execute same on their behalf. Any draft amendment or new Agreement shall be provided by COUNTY to CITY no less than ninety (90) days prior to the proposed implementation date of the new Agreement or amendment and CITY shall respond with written comments within twenty-one (21) days of receipt; this section does not apply to the exercise of the available options periods provided pursuant to this Agreement.

12.18 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.

12.19 PAYABLE INTEREST

12.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.19.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

12.20 INCORPORATION BY REFERENCE

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

12.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

12.22 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.

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 Mayor or Vice-Mayor, authorized to execute same by Board action on the putto day of or and CITY OF FORT LAUDERDALE, signing by and through its City Manager, duly authorized to execute same.

COUNTY



Insurance requirements approved by Broward County Risk Management Division

By fuegue line A Benns (dc)
Bignature 10/28/14 (Date)

Print Name @aculificaaBlime
Risk Insurance and
Contracts Manager

BROWARD COUNTY, by and through its Mayor

By
VICE Mayor

3 day of _______, 2014

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

Angela J. Wallace Deputy County Attorney

AJW:wp FortLauderdaleCommunityBusServiceILA 09/22/14 14-114.05

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR COMMUNITY BUS SERVICE

CITY:

ATTEST:

City Clerk

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By:

Lee R. Feldman, City Manager

2014 day of OCTOBER, 2014

APPROVED AS TO FORM:

City Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF FORT LAUDERDALE FOR COMMUNITY BUS SERVICE

CITY:

ATTEST:

Lee R. Feldman, City Manager

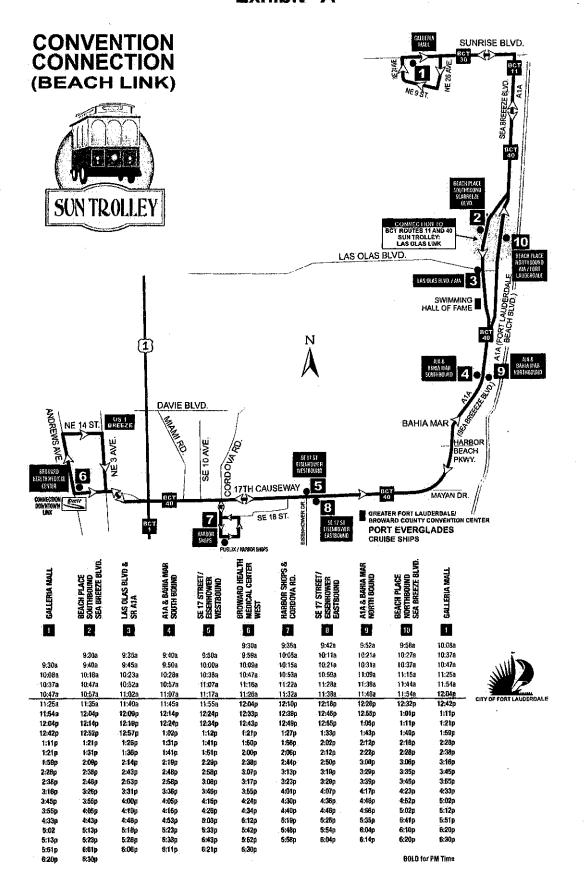
(CORPORATE SEAL)

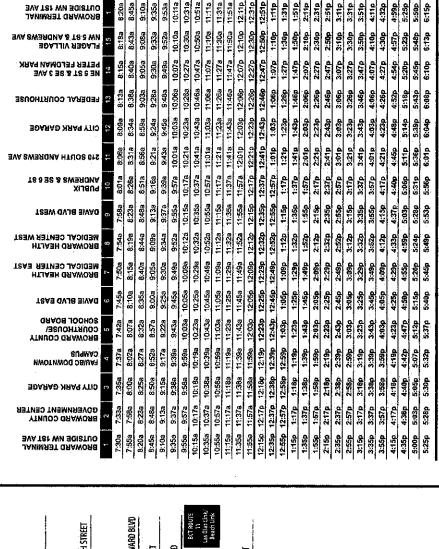
23rd day of OCTOBER 2014.

EXHIBIT "A"

Routes – Schedules & Maps

Exhibit "A"





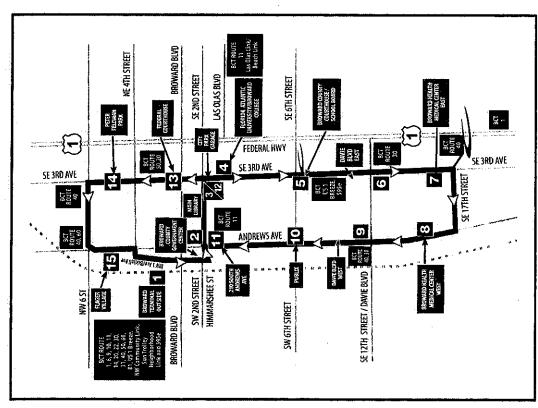
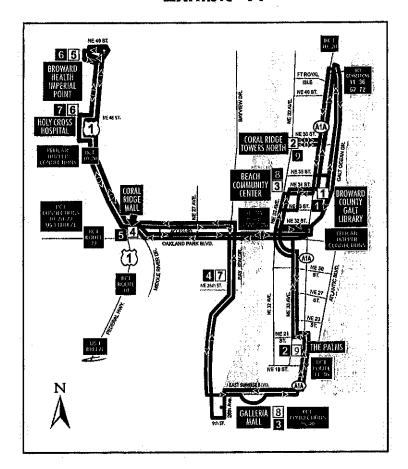


Exhibit "A"



Galt Link A Community Bus Service Monday, Tuesday, Wednesday, Friday & Saturday



- Coral Ridge Mall
- Broward County Galt Library
- The Palms
- Holy Cross Hospital
- Broward Health Imperial Point

BROWARD COUNTY GALT LIBRARY	CORAL RESEE TOWERS MORTH	FLL BEACH COMMUNITY CENTER	CORAL RIDGE MALL ARRIVAL	CORAL RIDGE MALL DEPARTURE	BOWARD HEALTH HAPERIAL POART	HOLY CROSS HOSPITAL	CORAL RIDGE MALL	NE 25 ST & BAYNEW OR	GALLARIA MALL	THE PALMS HE 21 ST & ALA	FL BEACH COMMUNITY CENTER	BROWARD COUNTY GALT LIBRARY
	2	[3]	4	4	5	6	4	7	8	9	3	
6:30a	0:35a	8:39a	8:51a	8:59a						9.23a		9.30a
9:30a	9.34a	9:37a	9:47a	9:52a	10:03a		10:194					
10:50a	10.55a	10:59a	11:11a	11:19a			111104					
11:50a	11:54a	11:57a	12:07p	12:120	12:23p	12:31p	12:390	12:450	Sec. 19. 19. 17	100	100	artino de la constitución de la
1:10p	1:15p	1:10p	1:31p	1:39p			1/3 9 p	(A5p		2030		
2:100	2:15p	2:19p	2:31p	2:39p			2:39p	245p		3:03p		
3:10p	3:14p	3:17p	3:27p	3:32p	3:43p	3:51p	3.500	4 05¢	4:11p	4:230	4.27p	4:30p
W	ESTEC	duuc	GALT	LINK	A		EAS1	rBOU	ND G	ALT LI	NK A	

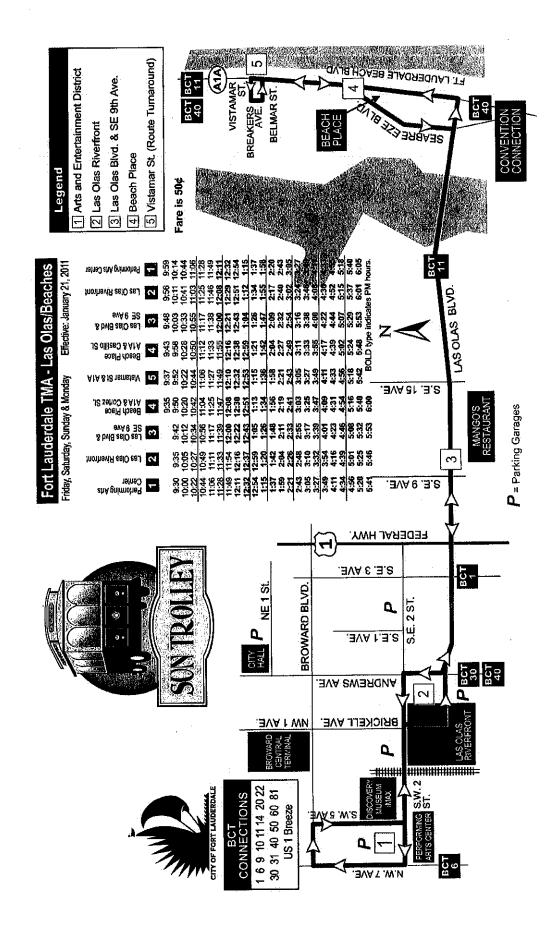
Community Bus Service Monday, Wednesday, Friday, Saturday & Sunday



- Coral Ridge Mall
- The Palms
- Broward County Gait Library
- Holy Cross Hospital
- Broward Health Imperial Point

BROWARD COUNTY GALT LIBRARY	THE PALMS RE 21 ST 7 A1A	GALLARIA MALL	HE 26 ST BAYVIEW OR	CORAL RIDGE MALL Arrival	CORAL RIDGE MALL DEPARTURE	BOWARD HEALTH IMPERIAL POINT	HOLY CROSS HOSPITAL	CORAL RIDGE MALL	FLL SEACH COMMUNITY CENTER	CORAL RIDGE TOWERS KORTH	BROWARD COUNTY GALT LIBRARY
1	2	3	4	5	5	6	7	5	8	9	1
8:30a	8:35a	6:47a	8:534	9:01a	9:06a	29.17€	9:25a	19:33a	9:436	9.488	9:50a
9:50a	9:56a	10:08a	10;14a	10:20a	10:28a	Hours,	44	10:292	10:408	10:44a	10.504
10:50a	10:55a	11:07a	11: 13 a	11:21a	11:26a	11:37a	11:458	11:638	12:030	12:06p	12,10p
12:10p	12:16p	12:28p	12:34p	12:40p	12:48p	0.33	and and	12:490	1,000	1:040	firlop
1:10p	1:18p	1:280	1:34p	1:40p	1:48p			1:490	2:000	2:040	2:100
2:t0p	2:15p	2:27p	2:33p	2:41p	2:46p	2:570	3:05p	13.13p	3:230	3:200	3:300
3:30p	3:38p	3:48p	3:54p	4:00p	4:089	144	\$.50	4.090	4:200	4:24p	4;30p
	WEST	BOUN	D GAL	T LINK	В	E	ASTE	OUND:	GALT:	LINK E	. .

BOLD type indicales PM hours. *Lest pick-up time at Holy Cross Hospital is at 3:05 pm.



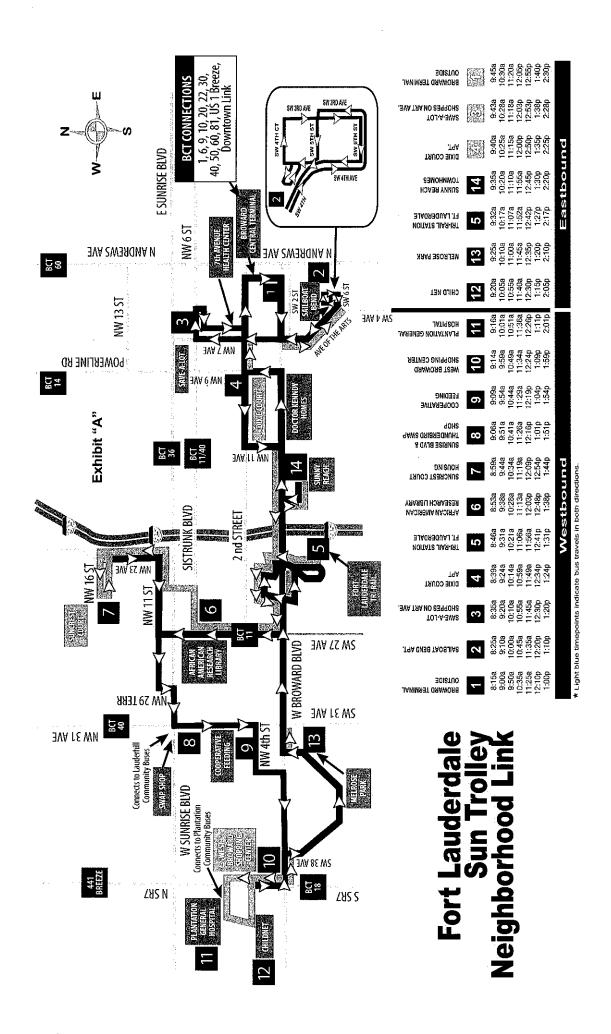


EXHIBIT "B"

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The ur	ndersigned vendor hereby certifies that it will provide a drug-free workplace program by:
(1)	Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for
(0)	violations of such prohibition;
(2)	Establishing a continuing drug-free awareness program to inform its employees about:
	(I) The dangers of drug abuse in the workplace; (ii) The offerer's policy of policy of policy and trug free workplace;
	(ii) The offeror's policy of maintaining a drug-free workplace;
	(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
(2)	(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
(3)	Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
(4)	Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
	(I) Abide by the terms of the statement; and
	(ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or note contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation
	occurring in the workplace NO later than five days after such conviction.
(5)	Notifying Broward County government in writing within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the
(0)	employee;
(6)	Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with
	respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
	(f) Taking appropriate personnel action against such employee, up to and including termination; or
	(ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
(7)	Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).
	. (Vendor Signature)
	Cornevine De-Evan
	(Print Vendor Name)
STATE	OF Florida
	TY OF Browned
The for	regoing instrument was acknowledged before me this 28 day of August 2014
by(Catherine Detiral
, <u> </u>	(Name of person who's signature is being notarized)
0	4 00
as 💆	heneral Manager or First Iransit
	(Title) (Name of Corporation/Company)
known t	to me to be the person described herein, or who produced
	river's License
(Type	of Identification)
as ident	tification, and who did/did not take an oath.
NOTAB	DV DURLIO.
NOTAR	YPUBLIC:
//	the discourse of the second
1000	Signature CATHY A. GREEN
011	A COMMODIAN S PROMISE
~ att	(Print Name) EXPIRES: February 8, 2015
	Bonded Thru Budget Notary Services
My com	mission expires: February 8, 2015
•	

EXHIBIT "C"SCHEDULE OF REPORTS

EXHIBIT "C"

Current list of Veside Operators Detailed surmany of all received complaints including date of, original complaint control information, describtion of complaint and complaint and complaint mestalling to other different and Annually describes in gloring and Alcohol Forgam Manager Reports summarizing CRy's Drug and Alcohol testing program results to the BCT Drug and Alcohol Forgam Manager Reports summarizing CRy's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager Feel Longe for all receives service whicks in galons Feel Longe and Alcohol Program Manager Feel Longe for all receives service whicks in galons Major accidents and hockens resulting in a loss of life, injuries, disruption of service, or over 225 Good progetty from growth videals such as operator and Sarber Sarber Society of Countre of Motor Video Sarber Sarbe	Active Drivers	The second secon		
Current list of Vehicle Operators Dorinted surmany of all received compaints including deep of original complexit. Control of including deep of control of complexit including deep of control of control of complexit including deep of control of c	Active Drivers			
Detailed summary of all received compaints including date of original pormyalant contact information; description of complaint and complaint including to complaint including the contact information; description of complaint and complaint and complaint and complaint and adminish proceed training to the control of complaints and American Manually and American Manually and American Manually and detail uses of some fine control requirements. Major accidents and incidents resulting in a loss of life, injuries, disruption of control fractions and incidents resulting in a loss of life, injuries, disruption of supervisor's respect 25,000 property damage with celeals such as operator and brinks on Cloud State of Pointial Department of Motor Object of Control potes report case number; and photos in the signature of the control potes report case number; and photos in the signature of the control potes report case number; and photos in the signature of the control potes report case number; and photos in the case of the control process annual control of process. This action is apparation of Motor Mortify Detailed Operation detailed in control of the control of process annual coulting and alighting details to NTD guidelines to but supervisor's controllation in the case of the case of the control operations in the case operation. Mortify Detailed Operating expenses annual custine develope the case number in the case operation of case in the case of the case o	Control of the contro	Current list of Vehicle Operators	Monthly	10th of each month *
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Invoiced quarterly based on County's certified projected arrual funding to City actor Fiscal Year Mejor accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 properly damage with detals such as operation and service, or over \$25,000 properly damage with detals such as operation and service, or over \$25,000 properly damage with detals such as operation and service, or over \$25,000 properly damage with detals such as operation as appart from Diving record as completed by State of Florida Department of Motor Vehicles on City's or Contractor's service fivers. This action is appart from normal background checks required for prospective new hires of bus formed background checks required for prospective new hires of bus mormal background checks required for prospective new hires of bus mormal background checks required for prospective new hires of bus mormal background checks required for prospective new hires of bus perations semple trips with boarding and alighting details for NTD guidelines for Detailed Operation expenses arrulal outlined per-NTD guidelines for Detailed Operation expenses arrulal outlined per-NTD guidelines for Detailed surmmary of each NTD-defined mechanical predictions and system Sierby Program (Sierby Certifications to FDOT with a copy to County that attest to compliance with stopied Security Program Plan (Sierby) and system Sierby Program (Sierby Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time Reute detail daily passender from time to time Annually Certified inventory and missed securic revenue miles, vehicle related to County's Fiscal fear. Certified inventory and dometer readings on each revenue service vehicle Annually Confirmation of Vehicle transactions involving, County, Vehicles (barners	Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Major accidents and incidents resulting in a loss of life, injuries, disruption of service, or over \$25,000 property damage with details such as operator and suppervisor's report, police report case number, and photos As needed when qualifying events occur Driving record as compiled by State of Folician Department of Motor Vehicles on Chy's or Contractor's active divivers. This action is apart from normal background checks required for prospective new hires of bus operations. Serni-Annually Random sample trips with boarding and alighting details for NTD passenger Annually Random sample trips with boarding and alighting details for NTD guidelines for operations, inaliteriantice, norvehicle maintenance, administration Detailed Operating expenses arrutal outlined per NTD guidelines for operations, inaliteriantice, norvehicle maintenance, administration Detailed Surmany of each NTD-cellined mechanical breakdown that occurs Monthly Detailed Surmany of each NTD-cellined mechanical breakdown that affect Annually Monthly Completence with adopted Security Program Plan (SPP) and System Satery State Annually Program Plan (SPP) Results of Certifications in the in revenue service and cannot confined service program service which entire service with the state of Countracts of Systems as currently in enacted Annually Annually Certificat Inventory and missed service Certificat Inventory and odometer readings on each revenue service vehicle Annually Confident Inventory and odometer readings on each revenue service vehicle Annually Ann	loverce	Invoiced quarterly based on County's certified projected annual funding to City each Fiscal Year	Quarterly	October 10th, January 10th, April 10th, and July 10th
Univing record, as compiled by State of Florida Department of Notor Vehicles on Cyty's or Contractor's active divers. This action is apart from normal background checks required for prospective new hires of bus operators Random sample trips with boarding and alighting details for NTD passenger mile calculation Detailed Operating expenses annual outlined ber 'NTD guidelines for operators, maintenance, norvehicle maintenance, administration Detailed summany of each NTD-defined mechanical backdown that occurs while in revenue service and cannot continue sate operation Notraized Safety Certifications to FDOT with a copy for County that attest to compliance with adopted Security Program Plan (SSPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule 14-90. Florida Administrate Code. Equipment and Operation Safety Standards for Bus Tensis Systems as currently in enacted or as may be amended from time to time Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service Certified inventory and odometer readings on each revenue service vehicle for NTD Detailed inventory and odometer readings on each revenue service vehicle for NTD Confirmation of Vehicle transactions involving Courty Vehicles (loaners.	Major Accidents and Incidents	ies, disruption of as operator and	eeded when qualifying events oc	ur 72 hours after event
Random sample trips with boarding and alighting details for NTD passenger mile calculation Detailed Operating expenses amutal outlined ber NTD guidelines for operations, maintenance, nonvehicle maintenance, administration Detailed Security and Cannot continue safe operation Notainzed Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SSPP). The Safety Certifications shall comply with Program Plan (SSPP). The Safety Certifications shall comply with Standards set forth in Rule 14-90. Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transi Systems as currently in enacted Contract as may be amended from time to time. Route detail daily passenger counts, revenue miles, vehicle miles, vehicle of or as may be amended from time to time. Certified piventory confirming Contracts / Grants Administrator Administrator Administrator at end of County's Flocal Year Detailed inventory and odometer readings on each revenue service vehicle Confirmation of Vehicle transactions involving County Vehicles (learners)	Motor Vehicle Report (MVR)	rd as compled by State of Florida Department of Motor Chy's or Contractor's active drivers. This action is apart from ground checks required for prospective new hires of bus	Semi-Annually	Every six (8) months
Detailed Operating expenses annual outlined per NTD guidelines for Operations, maintenance, nonvehicle maintenance, administration Detailed summany of each NTD-defined mechanical breakdown that occurs While in revenue service and cannot continue safe operation Notairzed Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SIPP) and System Safety Program Plan (SIPP). The Safety Certifications shall comply with standards set forth in Rule 4-90. Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transis Systems as currently in enacted of as may be amerided from time to time service miles, vehicle miles, vehicle odometer readings, and missed service Certified inventory confirming Contracts / Grants Administrator's request on City's formal-letterhead to the attention of Contracts / Grants Administrator Administrator at end of Courty's Fiscal Year Certified inventory and odometer readings on each revenue service vehicle for MTD Confirmation of Vehicle transactions involving Courty Vehicles (toaners.	NTD Random Trips	4.	Quarterly	October 1st, January 1st, March 1st, and June 1st
Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation horizing between Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Priodram Plan (SPP) and System Safety Priogram Plan (SPP). The Safety Certifications shall comply with standards set forth in Rulet 14-90. Florida Administrate Code, Equipment and Operation Safety Standards No Bus Transil Systems as currently in enacted or as may be amenided from time to time to time to make a contently in enacted or as may be amenided from time to time to time to make welice odometer readings, and missed service odometer readings, and missed service occurs / Grants Administrator's request on Cots formal effetchead to the attention of Contracts / Grants Administrator Administrator at end of Courty's Fiscal Year and odometer readings on each revenue service vehicle for MID Certified inventory and odometer readings on each revenue service vehicle for MID Confirmation of Vehicle transactions involving Courty Vehicles (toaners.	Operating Expenses	Detalled Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November: 1st
Notarized Safety Certifications to FDCT with a copy to County that affect to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SPP), The Safety Certifications shall somply with standards set front in Rule 14-90. Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transil Systems as currently in enacted or as may be amended from time to time. Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service Certified inventory confirming Confracts / Grants Administrator's request on City's formal letterhead to the attention of Confracts / Grants Administrator attend of Courty's Fiscal Year Certified inventory and odometer readings on each revenue service vehicle or NTD Confirmation of Vehicle transactions involving County Vehicles (toaners.	Revenue Vehicle System Failures	Detailed summary of each NTD-defined mechanical breakdown that occurs while in revenue service and cannot continue safe operation	Monthly	10th of each month *
Route detail daily passenger counts, revenue miles, vehicle miles, vehicle Monthly odometer readings, and missed service Monthly Certified inventory confirming Contracts / Grants Administrators and County's Fiscal Year Contracts / Grants Administrator Administrator City's comar Herterbead to the attention of Contracts / Grants Administrator Administrator City's Commenter readings on each revenue service vehicle Annually for NTD Confirmation of Vehicle transactions involving County Vehicles (loaners.	Safety Certification	Notarzet Safety Certifications to FDOT with a copy to County that affect to compilance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall compty with standards set forth in Rule 4-99. Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.	Annually	City shall submit certifications to County by February 8th for comments and corrections. City shall present County's approved certifications to FDOT by February 15th
Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at earl of Courty's Fiscal Year Detailed inventory and odometer readings on each revenue service vehicle for NTD Confirmation of Vehicle transactions involving. Courty Vehicles (loaners)	Service Summary Report	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service	Monthly	10th of each month *
Detailed inventory and odometer readings on each revenue service vehicle for NTD for NTD Confirmation of Vehicle transactions involving County Vehicles (loaners,	Vehicle Inventory (County)	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator at end of County's Fiscal Year	Arnually	October 23rd
Confirmation of Vehicle transactions involving County Vehicles (loaners,	Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for MTD	Annually	November 1st
	Vehicle Transactions	Vehicle transactions involving County Vehicles (loaners, isfers and (or Returns) on County Approved Form	eeded when qualifying events oc	ur . Next business dav.

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

Additional reports may be added as deemed necessary by the Contract Administrator. COUNTY will provide the guidance, instructions, and/or template required to meet requirements for each report. CITY is responsible for accurate data reporting and documentation.

EXHIBIT "D"

VEHICLES & EQUIPMENT (CAD/AVL) INVENTORY

EXHIBIT "D"

City of Fort Lauderdale

Vehicle(s) Operating in Fort Lauderdale

Leased Vehicles for Fiscal Year 2015

Vehicle#	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
607	2006	Freightliner/Supreme Trolley	26/2	316110	4UZABOBV16CW60316
608	2006	Freightliner/Supreme Trolley	26/2	316111	4UZABOBV76CW60322
609	2006	Freightliner/Supreme Trolley	26/2	316112	4UZABOBV06CW60324
61 1	2006	Freightliner/Supreme Trolley	26/2	316114	4UZABOBV46CW60326
612	2006	Freightliner/Supreme Trolley	26/2	316115	4UZABOBV26CW60325
613	2006	Freightliner/Supreme Trolley	26/2	316116	4UZABOBV66CW60327
614	2006	Freightliner/Supreme Trolley	26/2	316117	4UZABOBV86CW60328
M1250	2012	ENC Aerotech	16/2	311432	1GB6G5BL0C1159341

Trolley 607

IMPORTANT_INFORMATION

SECTION 320.0605. Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lesse agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle white the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Plorida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627,733, Florida Statutes, requires mandatory Plorida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY, COMMISIONERS 3201 W COPANS RD POMPANO BCH, FL 33059 Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

LORIDA VEHICLE REGISTRATION

CO/AGY 10 / 6 T# 661023429 B# 1288223

LATE	TC2532	DECA	L '	Expi	ires NO EXPIR	ATION			
'R/MK 'IN	2006/FRHT 4UZAB0BV16C	BODY W60316	BU	TITLE	96042186	Reg. Tax Init, Reg.	48.85	Class Code Tax Months	97 12
late Type	NVR	NET WT	30348	OVW	36608	County Fee Mail Fee	3.00	Back Tax Mos. Credit Class	
ILIFEID Inte Issued	566000531-01 4/18/2011	Plate Issued	4/18/2011	2ND DL#	607	Sales Tex Voluntary Fees		Credit Months	
		• • •				Grand Total	51.85		

IROWARD COUNTY BOARD OF COUNTY COMMISSIONERS 1201 W COPANS RD COMPANO BCH, FL 33069

IMPORTANT INFORMATION

The Florida license plate must remain with the registrant upon sale of vehicle.

The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.

3. Your registration must be updated to your new address within 20 days of moving.

 Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a countery and are not required for renewal purposes.

IVR - COUNTY VEHICLES PLATE ISSUED X

CNTY# AGY# SUB# RPT#

10 6 MLS 3152 AUDIT #



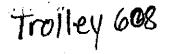
STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TRANSACTION ID'S

2013299 T# 661023321 B# 1288223

TITLE NUMBER	VEHICLE/VESSEL IDENT	IFICATION #	YR, MAKE	MAKE or MANUFACTURE	EA	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GW/LOC	
96042186	4UZAB0BV16CW603	16	2006	FRHT		BU		30348		
DATE OF ISSUE TRANS	VEHICLE USE H	ULL PROPULI ERIAL	SION		ESSEL TYPE	WAT	ER FL NUI	MBER .	AUTH DESTRUCTION	
04 18 11 TRT	PRIVATE									
411140	N 0 AJI						BIRTHDATE SEX MO. DAY		ESIDENT CNTY N ALIEN RES.#	
Applicant/Owner's BROWARD (3201 W COP/	COUNTY BOARD OF	COUNTY COM	MISION	IERS				x	10	
	CH, FL 33069						1st OWNER FL/DLI F.E.J.D.#	OR 2nd	OWNER FL/DL# OR UNIT #	
٠,				,		Ţ.	566000531-01			
	VOLUNTARY CONTRIB	BUTIONS		•	_	_				
						AGENCY FEE	TITLE FEE S	IALES TAX	GRAND TOTAL	
						4.75	73.50	0.00	78.25	
Action Requested	: TRANSFER TITLE	;			Br	ands:				
PREV. STATE FL	DATE ACQUIRED NE 04/13/2011	W, USED XX		ER/VESSEL MÂN VIILES 04/08/2					ODOMETER DECLARATION CERTIFICATION	
LIEN INFORMATI	ON DATE OF	LIEN RE	CEIVED DA	TE FEID#	OR FL	/DL AND SE	EX AND DATE OF BIF	TH (DMV ACCOUNT #	
NAME OF FIRST LIENHOLDER										
ADDRESS	٠.		·	SALVA	(GE TY	PE				
SELLER INFORMA NAME OF SELLER, FLORIDA I		DUS OWNER				····	,	-		
ADDRESS	d d							•		
DEALER LICENSE NO.				CONSUM	MER OF	SALES TAX	K EXEMPTION #	1603199	73553C	
SALES TAX AND TRANSFER OF TITLE		2 4 5 ma 238 5 5		INDICATE TOT UNPAID BALAI	AL PUP NGE DU	RCHASE PRI IE SELLER, I	ICE, INCLUDING ANY BANK OR OTHERS	<i>'</i> \$		
IS EXEMPT FROM	E PURCHASER EXEMPTION	CERTIFICATE	•	INDICATE SAL 212, FLORIDA			JE AS PROVIDED BY	CHAPTER S	0.00	
FLORIDA SALES OR USE TAX FOR THE REASON(S) CHECKED	USED EXCLUS			•			C se	LLING PR	ICE VERIFIED	
JAME HEREBY CERTIFY THAT	PLICANT CERTIFICATION IAME HEREBY CERTIFY THAT THE VEHICLEVESSEL TO BE TYLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYSWATERWAYS OF THIS STATE. I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED.									
I CERTIFY THAT THIS MOTO	I CERTIFY THAT THIS MOTOR VEHICLEVESSEL WAS REPOSSESSED UPON DEPAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION. HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLEVESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BRING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN THING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLEVESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. INVE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS.									
CAID AND WHITEN LIEN INSTRUM	ent involving the vehiclene Rulappe 40 salties of Perjur				,				ganto i alle Glaims.	
HSMV 82041 REVISED 02/08	Signature of Applicant/Owner				waren a-a	Sign	valure of Applicant/Co-	Owner		

TRUITEY 607



IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy of a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle white the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle white transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Plorida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS 3201 W COPANS RD POMPANO BCH, FL 33069 Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

LORIDA VEHICLE REGISTRATION

CO/AGY 10 / 6 T# 661023831 B# 1288223

ATE	TC2533	DECA	L '	Вхр	ires NO EXPIRA	ATION	•		
I/MK N .te Type	2006/FRHT 4UZAB0BV760 NVR	BODY CW60322 NET WT	BU 29748	TMLE OVW	96210228 36808	Reg. Tax Init. Reg. County Fee Mail Fce		Class Code Tax Months Back Tax Mos Credit Class	!
/FEID te Issued	566000531-01 4/18/2011	Plate Issued	4/18/2011	2ND DL#	608	Sales Țax Voluntary Fees Grand Total	51,85	Credit Months	

IOWARD COUNTY BOARD OF COUNTY IMMISIONERS 31 W COPANS RD IMPANO BCH, FL 33069

IMPORTANT INFORMATION

12

1. The Florida license plate must remain with the registrant upon sale of vehicle.

The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.

3. Your registration must be updated to your new address within 20 days of moving.

4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

R - COUNTY VEHICLES PLATE ISSUED X

CNTY# AGY# SUB# RPT# 10 6 MLS 3152 AUDIT#



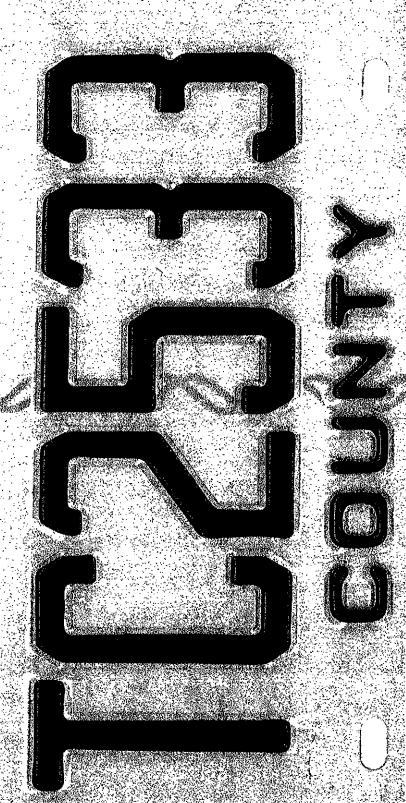
2013307 78 661023763 88 1288223

TRANSACTION ID'S //O//E/

STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHIOLE/VESSEL IDENTIFICAT	ION# YR, MAKE	MAKE of MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC	
96210228	4UZAB0BV76CW60322	2006	FRHT	BU		29748		
DATE OF ISSUE TRANS MQ. DAY YEAR CODE		PROPULSION	FUEL VESSEI	L WATE	FL NUMI	BER	AUTH DESTRUCTION	
04 18 11 TRT	PRIVATE							
BROWARD 3201 W COP	Name & Address COUNTY BOARD OF COU ANS RD 3CH, FL 33069 VOLUNTARY CONTRIBUTION		NERS	AGENCY FEE	BIRTHDATE SEX MO. DAY 1st OWNER FUDLE F.E.J.D.# 66000531-01	EAR Y	SIDENT CNTY N ALIEN RES.# 10 DWNER FLOL# OR UNIT#	
				4.75	73.50	0.00	78.25	
Action Requested	. TRANSFER TITLE	Talah dan menandah darak C sada	<u>.</u>	rands:				
PREV. STATE FI.	DATE ACQUIRED NEW 04/13/2011	1 1	ER/VESSELMANUFAC MILES 04/08/2011			r.	ODOMETER OECLARATION GERTIFICATION	
LIEN INFORMAT	ION DATE OF LIEN	RECEIVED D	ATE PEID # OF F	L/DL AND SE	X AND DATE OF BUILD	nı D	MV ACCOUNT #	
NAME OF FIRST LIENHOLDE	in:							
ADORESS	•		SALVAGE T	YPE		•		
SELLER INFORM	ATTON DEALER, OR OTHER PREVIOUS O	WNER						
ADDRESS							T Age control and the second s	
DEALER LICENSE NO.			CONSUMER C	A SALES TAX	EXEMPTION #	16031997	73553C	
is exempt from Florida sales ox	exemption cert Vehicle / Vegs	IFICATE EL WILL BE	212, FLORIDA STATI	due Selleri, e R use tax du		5 CHAPTER 3	0.00	
USE TAX FOR THE REASON(S) CHECKE	used exclusive D X other EXEM		.		☐ gen	LLING PRI	CE VERIFIED	
APPLICANT CERTIFICATION WE HERET CERTIFICATION WE HERET CERTIFICATE OF TITLE IS LOST OR DESTROYED. I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED. I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED. WHE HERET CERTIFY THAT THIS MOTOR VEHICLE VESSEL WAS REPOSSESED UPON DEPAILT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION. WHE HERET CERTIFY THAT INVELLAMFULLY OWN THE ADDIE DESCRIBED VERCLE VESSEL, AND MAKE APPLICATION FOR TITLE. IF USIN IS BEING RECORDED NOTICE IS HEREDY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT AND LING THE VEHICLEVESSEL DESCRIBED ABOVE AND HELD BY LIEMNOLDER SHOWN ASOVE LIVE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. UNDER PENALTHES OF PERILIPY, I DECLARE THAT I HAVE READ THE FURGEORING DOCUMENT AND THAT THE PACTS STATED IN IT ARE TRUE.								
HSMV 82041 REVISED 02/06	Signature of Applicant/Owner			Signa	ture of Applicant/Co-C)wner	Annual An	

Trolley 608



IMPORTANT_INFORMATION

SHCTION 320,0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat helt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS 3201 W COPANS RD POMPANO BCH, FL 33069 Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Taliahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

LORIDA VEHICLE REGISTRATION

CO/AGY 10 / 6 T# 662944270 B# 1292949

LÀTE	TC2538	DECA	T.	Expires NO EXPIRATION						
'R/MK	2006/FRHT	BODY	BU .			Reg. Tax	48.85	Class Code	97	
'IN	4UZABOBY060	CW80324		TITLE	96041997	Init. Reg.		Tax Months	12	
late Type	NVA	NET WT	29748	GVW	36608	County Fee	3.00	Back Tax Mos		
						Mail Fec		Credit Class		
N./FEID	566000 531 -01		•	•		Sales Tax		Credit Months		
)ate Issued	5/4/2011	Plate Issued	6/4/2011			Voluntary Fees				
					1	Grand Total	51.85		,~ .	

ROWARD COUNTY BOARD OF COUNTY COMMISSIONERS 201 W COPANS RD COMPANO BCH, FL 33059

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle.
- The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement yehicle.
- 3. Your registration must be updated to your new address within 20 days of moving.
- 4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

VR - COUNTY VEHICLES - PLAT

PLATE (SSUED)

BGE 3164 10 AUDIT#



ţ

STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TRANSACTION ID'8

B#

2021592 662944121 1292949

TITLE NUMBER	VEHICLE/VESSEL IDI	ENTIFICATIO	N# ·	YR. MAKE	MAK MANUFA		BODY TYPE	VEHICLE COL	OR WT/LENG	TH GVW	//LOC
96041997	UZAB0BV06CW	60324		2006	FRHT		BU		29748		
DATE OF ISSUE TRANS MO. DAY YEAR CODE	VEHICLE USE	HULL MATERIAL	PROPU	LSION	FUEL	VÉSSEL TYPE	WATI	ER FL	NUMBER	AUTH DESTAUC	TION
05 04 11 TRT	PRIVATE							······································	<u></u>		
	·			_		J		BIRTHE SEX MO. I		RESIDENT N ALIEN	CNTY RES.#
ApplicanVOvmer's N BROWARD C	iame & Address OUNTY BOARD (OF COUN	TY CO	MMISION	VERS				7		10
3201 W COPA POMPANO BO								1st OWNER FI		 end OWNER FL/D UNIT#	L#OR
							٠. [566000531-0		ONITY	
	VOLUNTARY CON	TRIBUTIONS	i e		·		Ľ				
		 					GENCY EEE	TITLE FEE	SALES TAX	GRAND TO)TAL
						1 -	1.75	73.50	0.0	00	78.25
Action Requested:	TRANSFER TIT	LE					ands:		I L		
	ATT - 001/mm			Tanana							
	04/13/2011	NEW	XX			_manufactu I/08/2011 A				ODOMETER DECLARATI CERTIFICAT	ON I
LIEN INFORMATIO)N DATE	OFLIEN	F	IECEIVED D/	NTE	FEID # OR FL/	DL AND SE	X AND DATE O	BIRTH	DMV ACCOUN	Π#
NAME OF FIRST LIENHOLDER:											
ADDRESS	•					SALVAGE TYP	E	***************************************			
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	UNDER PENALTIES OF PER	rjury, i decla	TAHT BRA	i Haye read t	HE FOREGOI	ig document a	ND THAT THE	E FACTS STATED II '\	IIT ARE TRUÉ.		
8) HSMV 82041 REVISED 02/06	gnature of Applicant/Own	ier			_		Sign	alure of Applican	/Co-Owner	***************************************	

Tralley 609



IMPORTANT_INFORMATION

SECTION 320.0605, Plorida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Pault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS 3201 W COPANS RD POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended,

10 / 6

T# 661024464

1288223 HH

LE REGISTRATION LORIDA VEHIC

LATE TC2535

DECAL

Expires NO EXPIRATION

RMK

late Issued 4/18/2011

2006/FRHT BODY 4UZAB0BV46CW60328

BU

29746

TTILE GVW

96210623 36608

Reg. Tax Init. Reg. County Fee

CO/AGY

Tax Months

12

late Type NVR

LIFEID

566000531-01

NET WT

Plate 1ssued 4/18/2011

2ND DL# 511

Mail Fee Sales Tax 3.00 Back Tax Mos Credit Class

48.85 Class Code

Credit Months

Voluntary Fees **Grand Total**

51.85

IMPORTANT INFORMATION

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IROWARD COUNTY BOARD OF COUNTY **OMMISIONERS** 201 W COPANS RD OMPANO BCH, FL 33069

IVR - COUNTY VEHICLES PLATE ISSUED X ONTY# AGY# SUB# FIPT#

NA 1 2 M	FIG. 19	- CODA	3 HF E41
10	б	MLS	3152
AUDII	#		



STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TF	ANSACTION ID'S	Trolley
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2013315 T# 661024398 D# 1288223

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Applicant Certif		ee tipleo was	NOY LIE OPERATE	O UPON	THE PUBLIC	HIGHWAYS	WATERW	AYS OF	THIS STATE.		
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	under primatines of Perjuny, Ideclare that I have read the forecoing document and that the pages states will are thus.										
H5MV 82041 REVISED 02/08	Signature of ApplicantiOw	rer					**************************************	Signa	luro of Applicantic	D-Owner	ne commercia recensoria del candida de la supe



Trolley 612

IMPORTANT_INFORMATION

SECTION 320.0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

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Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS 3201 W COPANS RD POMPANO ECH, FL 33069

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2ND DL# 612

10 / 6

1# 661024818

B# 1288223

LORIDA VEHICLE REGISTRATION

TC2536

NVR

ate Issued 4/16/2011

566000531-01

DECAL

NET WY

Plate Issued

Expires NO EXPIRATION

R/MK 1N

late Type

L/FEID

2006/FRHT BODY 4UZAB0BV26CW60325 BU

29748

4/16/2011

TITLE GVW

96210465 36608

Reg. Tax hiit. Reg. County Fee

CO/AGY

Mail Fee Sales Tax 48.85 Class Code Tax Months **Back Tax Mos** Credit Class Credit Months

07

Voluntary Fees

Grand Total \$1.85

ROWARD COUNTY BOARD OF COUNTY **OMMISIONERS** 201 W COPANS RD OMPANO BCH, FL 33069

IMPORTANT INFORMATION

The Florida license plate must remain with the registrant upon sale of vehicle.

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VA - COUNTY VEHICLES PLATE ISSUED X

SUB# RPY# CNTY# AGY# MLS 3152 10 AÜDIT#



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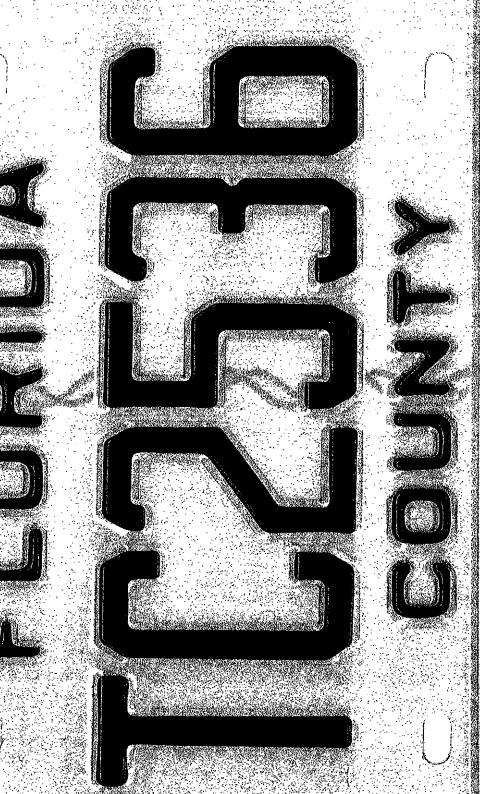
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TRANSACTION ID'S

APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

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HSMV 82041 FIEVISED 02/06															

Trolley 612



IMPORTANT_INFORMATION

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Mail To:

LATE

R/MK .

late Type

ate Issued 5/4/2011

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS 3201 W COPANS RD POMPANO BCH, FL 33069

DECAL

BODY

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

LORIDA VEHICLE REGISTRATION

TITI.

CO/AGY 10 / 6 T# 662944994 B# 1292949

97

Credit Class

Credit Months

Exp	ires NO EXPIRA	ATION		
Œ	96210805	Reg. Tax Init. Reg.	48.85	Class Code Tax Months
V	36608	County Fee	3.00-	Back Tax Mos

NVR NET WT 29748 GVW 36608 County Fee 3.00
Mail Fee
566000531-01 Sales Tax
5/4/2011 Plate Issued 5/4/2011 Voluntary Fees
Grand Total 51.85

ROWARD COUNTY BOARD OF COUNTY OMMISIONERS 101 W COPANS RD OMPANO BCH, FL 33069

TC2539

2006/FRHT

4UZAB0BV66CW60327

IMPORTANT INFORMATION

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VR - COUNTY VEHICLES PLATE ISSUED X

CNTY# AGY# SUB# APT#

10 BGE 3164 AUDIT #



网络拉拉拉拉

TRANSACTION ID'S 2021600 662944847 1292949

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE

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PREV. STATE DATE ACQUIRED NEW URED DOMETER / VESSEL MANUFACTURER DECLARATION DETERMINED ONLY 325,999 MILES 04/08/2/011 ACTUAL DECLARATION DETERMINED OF PRINT DEAL SEX AND DATE OF SIRTH DECLARATION DETERMINED OF PRINT DEAL SEX AND DATE OF SIRTH DEVIA ACCOUNT # ***DURRESS*** **SELLER INFORMATION*** ***LAMBE OF PRIST LIEMHOLDER:** ***DURRESS*** ***SELLER INFORMATION*** ***MAMBE OF SELLER, R.CRIDAD DEALER, OR OTHER PREVIOUS OWNER** ***MURRESS*** ***SELLER INFORMATION*** ***MAMBE OF SELLER, R.CRIDAD DEALER, OR OTHER PREVIOUS OWNER** ***MURRESS*** ***SELLER INFORMATION*** ***MAMBE OF SELLER, R.CRIDAD DEALER, OR OTHER PREVIOUS OWNER** ***MURRESS*** ***SELLER INFORMATION** ***MURRESS*** ***SELLER INFORMATION** ***CONSUMER OR SALES TAX EMEMPTION # 160319973553C** ***CONSUMER OR SALES TAX EMEMPTION # 160319973553C** ***SELLER INFORMATION # 160319973553C** ***SELLER INFORMATION # 160319973553C** ***SELLER INFORMATION # 160319973553C** ***SELLER INFORMATION # 160319973553C** ***CONSUMER OR SALES TAX EMEMPTION # 160319973553C** ***SELLER INFORMATION # 1603199735C** ***SELLER INFO								4.75	73,50	0.00	78.25
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Under Peralties of Periusy, Fdeclare that I have read the Foregoing occument and that the Facts Stated in It are thue. Signature of Applicant/Conner	I CERTIFY THAT THE MOTO	r vehicle/veggel was	reposseraed (JPON DEPA				, i			
	SMV 82041 REVISED 02/08	Bigneture of Applicant/C)wier	<u>.</u>		<u> </u>		8ig	nature of Applicant/C	p-Owiner	

Trolley 613



Trolley 614

IMPORTANT_INFORMATION

SECTION 320,0605, Florida Statutes, requires this registration certificate or an official copy or a true copy of a rental or lease agreement issued for the motor vehicle described be in possession of the operator or carried in the vehicle while the vehicle is being used or operated on the highways or streets of this state.

SECTION 316.613, Florida Statutes, requires every operator of a motor vehicle while transporting a child in a passenger car, van or pickup truck registered in this state and operated on the highways of this state, shall, if the child is 5 years of age or younger, provide for protection of the child by properly using a crash-tested, federally approved child restraint device. For children aged through 3 years, such restraint device must be a separate carrier or a vehicle manufacturer's integrated child seat, for children aged 4 through 5 years, a separate carrier or seat belt may be used.

SECTION 627.733, Florida Statutes, requires mandatory Florida No-Fault Insurance to be maintained continuously throughout the entire registration period; failure to maintain the required coverage could result in suspension of your driver license and registration.

Mail To:

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS 3201 W COPANS RD POMPANO BCH, FL 33069

Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended,

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661025155

1288223

LORIDA VEHICLE REGISTRATION

₹/MK

TC2637

566000531-01

NVR

ite issued '4/18/2011

DECAL

NET WT

Expires NO EXPIRATION

ate Type

_ATE

2006/FRHT BODY 4UZAE0BV86CW60328

BU

Plate Issued 4/18/2011

29748

OVW

TITLE

2ND DL#

98210930 36608

Reg. Tax Init. Reg.

CO/AGY

County Pee

Mail Pee Sales Tax

3.00 Back Tax Mos Credit Class Credit Months

Tax Months

48.85 Class Code

97

12

Voluntary Fees Grand Total

51.85

ROWARD COUNTY BOARD OF COUNTY **MMISIONERS** 01 W COPANS RD)MPANO BCH, FL 33069

IMPORTANT INFORMATION

- The Florida license plate must remain with the registrant upon sale of vehicle.
- The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
- Your registration must be updated to your new address within 20 days of moving.
- Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

IR - COUNTY VEHICLES PLATE ISSUED X

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AUDIT	#		



STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

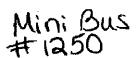
LS TS DB

2013321 661025079 1288223

TITLE NUMBER	VEHICLE/VESSEL IDE	ENTIFICATION #	YR. MAKE	MAKE OF MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC			
96210930	4UZAB0BV86CW6	50328	2006	FRHT	BU		29748 [*]				
DATE OF ISSUE THAN MO. DAY YEAR CODE		HIJLL PRO MATERIAL	PULSION	FUEL VES		ER FL NUN	4BER	AUTH DESTRUCTION			
04 18 11 TRT	PRIVATE										
BROWARD 3201 W COP	Applicant/Owner's Name & Address BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS 3201 W COPANS RD POMPANO BCH, FL 33069 SEX MO. DAY YEAR Y N ALIEN RESULT CNTY N ALIEN RESULT CNTY SEX MO. DAY YEAR Y N ALIEN RESULT CN										
					AGENCY	TITLE FEE 6	ALES TAX	GRAND TOTAL			
					4.75	73.50	0.00	78.25			
Action Requested	: TRANSFER TIT	ī.E			Brands:						
PREV. STATE FL	04/13/2011	NEW USED		ER/VESSEL MANUF MILES 04/08/20			F3 D	DOMETER ECLARATION ERTIFICATION			
LIEN INFORMAT	ION DATE	OFLIEN	RECEIVED DA	NE FEID FO	R FL/DL AND SE	X AND DATE OF BIR	ITH DM	A V V V V V V V V V V V V V V V V V V V			
NAME OF FIRST LIENHOLDS	:A:							:			
AGDRESS				SALVAGI	TYPE						
SELLER INFORM		EVIOUS OWNER									
APORESS					·	•		- which was an a			
DEALER LICENSE NO.				CONSUME	r or sales tax	EXEMPTION #	160319973	1553C			
SALES TAX AND						GE, INCLUDING ANY BANK OR OTHERS	\$				
TRANSFER OF TITI 19 EXEMPT FROM FLORIDA SALES OF	EXEMPTION DEFICIE	r holds va n certific / vebsel w	ATE ILL BE	212, FLORIDA ST		JE AS PROVIDED BY	CHAPTER S	0.00			
use tax for the reason(s) checks	F-1	LUSIVELY F	OR RENTAL	•		C se	LLING PRIC	M VERIFIED			
APPLICANT CERTIFICATION WAS HEREBY GERTHY THAT THE VEHICLEVESSEL TO BE TITLED WILL NOT BE OPERATED UPON THE PUBLIC HIGHWAYS/WATERWAYS OF THIS STATE. I CERTIFY THAT THE CERTIFICATE OF TITLE IS LOST OR DESTROYED. I CERTIFY THAT THAS MOTOR VEHICLEVESSEL WAS REPOSSESSED UPON DEPAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION. WAS HEREBY CERTIFY THAT SWALLAWFULLY OWN THE ABOVE DESCRIBED VEHICLEVESSEL, AND MAKE APPLICATION FOR TITLE, IF LIEN IS DEING RECORDED NOTICE IS HEREBY CIVEN THAT THERE IS AN EXCENTIVE WAS THE VEHICLEVESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. WAS FURTHER AGREET O DEFEND THE TITLE AGAINST ALL CLAIMS. UNDER PENALTIES OF MERJURY, I DECLARE THAY I HAVE HEAD THE FOREGOING DOCUMENT AND THAT THE FAOTS STATED IN IT ARE TRUE.											
HSMV 82041 REVISED 02/08	Signature of Applicant/Owner Signature of Applicant/Co-Quency										

Trolley 614





IMPORTANT_INFORMATION

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Mail To

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS 3201 W COPANS RD POMPANO BCH, FL 33069 Important note: If you cancel the insurance for this vehicle, immediately return the license plate from this registration to a Florida driver license or tax collector office or mail it to: Dept. of Highway Safety, Return Tags, 2900 Apalachee Parkway, Tallahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

FLORIDA VEHICLE REGISTRATION

TORON A T

CO/AGY 10 / 6 T# 718642531 B# 1421078

PLAIC	10/030	DECA	.L.	Exp	IICS INU EAPINA	AHON			
YR/MK VIN	2012/ELDO 1GB6G5BL0C	BODY 1159341	ĐU	TITLE	109491052	Reg. Tax Init. Reg.	48.85	Class Code Tax Months	97 12
Plate Type	•	NET WT	10728	GVW	14200	County Fce Mail Fee	3.00	Back Tax Mos Credit Class	•-
DL/FEID Date Issued	566000531-01 8/2/2012	Plate Issued	8/2/2012			Sales Tax Voluntary Fees Grand Total	51.85	Credit Months	

BROWARD COUNTY BOARD OF COUNTY COMMISIONERS 3201 W COPANS RD POMPANO BCH, FL. 33069

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle.
 - The registration must be delivered to a Tax Collector or Tag Agent for transfer to a replacement vehicle.
- 3. Your registration must be updated to your new address within 20 days of moving.
- 4. Registration renewals are the responsibility of the registrant and shall occur during the 30-day period prior to the expiration date shown on this registration. Renewal notices are provided as a courtesy and are not required for renewal purposes.

VR - COUNTY VEHICLES PLATE ISSUED X

CNTY# AGY# SUB# RPT#

10	6	E62	3476
AUDIT	ij		



STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

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2239885

T# 718641619 B# 1421078 S# 9654239

TITLE NUMBER	VEHICLENESSEL	IDENTIFICATI	ON#	YR, MAKE	Mak Manufa		BODY	VEHICLE	VEHICLE COLOR WILLEN			GTH GVWLOC		
109491052	IGB6G5BL0C11	159341		2012	ELDO		вŲ			10728	3			
DATE OF ISSUE TRA MO. DAY YEAR COL		HULL MATERIAL	PROPU	LSION	FUEL	VESSEL TYPE	MA.	TEA	FL NU	MBER	******	AUTH DESTRU	TION	
08 02 12 OR	T PRIVATE													
									RTHDAT		RE Y N	SIDENT ALIEN	CNTY RES.#	
BROWARI	r's Name & Address D'COUNTY BOARI	D OF COU	NTY CO	MMISION	ERS				T		х	T	10	
3201 W CO POMPANO	PANS RD BCH, FL 33069				÷			tal OWNE F.I	R FL/DL E.LO.#	# OA	2nd O	WNER FUI UNIT #	DL# OR	
								56600053	11-01		 -			
	VOLUNTARY CO	ONTRIBUTION	s							l				
				ALL PROPERTY			AGENCY FEE	TITLE FI	EE S	SALES TAX	1	GRAND T	OTAL	
							4.75	73.	.50		0.00		78.25	
Action Requests	d: ORIGNEWT	TLE				Bz	: ands:	l	} L					
PREV, STATE	DATE ACQUIRED	NEW	USED	COCNET	E / VESSEI	. MANUFACTI	IDED					DOMETER		
(HEV, O'A)E			0025								Ľ	ECLAPATI ERTIFICAT	DN	
	06/21/2012	<u> </u>		M 069'1	0.E2 00V	21/2012 AG	JIUAL							
LIEN INFORMA	TION DA	ATE OF LIEN	A	ECEIVED DA	TE F	EID # OR FL	/ DL AND S	EX AND DAT	E OF BIF	ates	DW	iy accoun	IT #	
NAME OF FIRST LIENHOLI	DER:				r	and a three three erry						. .,	* * * * ******************************	
ADDRESS					5	SALVAGE TY	PE .							
£								AUDIO AUDIO						
SELLER INFORN NAME OF BELLER, FLORID		PREVIOUS OW	/NER											
address														
DEALER LICENSE NO.		,			co	NSUMER OF	BALES TA	X EXEMPTIO	N#		******************			
SALES TAX ANI						E TÖTAL PUR BALANCE DU				ı	S			
TRANSPER OF TIT IS EXEMPT FROM	EXEMPTI	ON CERT	(FICAT	K.		E SALES OR I		UE AS PROV	IDEO BY	CHAPTER			0.00	
PLORIDA SALES O USE TAX FOR THE	used ex	CLUSIVEI			•			-					_	
reason(s) Check	ED 🗵 OTHER	OTHER						Ĺ		LLING	PRIC	CE VER	FIED	
APPLICANT CERTI	FICATION (AT THE VEHICLE/VESSEL TO	O BE TITLED WI	LL NOT BE O	PERATED UPC	N mai plistic	: HIGHWAYS/W	ATERWAYS C	OF THES STATE.						
	THE CATE OF TITLE IS LOST			1. T OF THE LIE	ai hasyphiaifk	AT AND IS NOW	IN MV POSSE	ERRICOL.						
AVE HENEBY CERTIFY THAT L'A EUSTING WINTTEN LIEN INSTAL	E LAWFULLY OWN THE ABO	VE DESCRIBED	VEHICLENE	SSEL, AND MA	E APPLICATE	ON FOR TITLE.	FLIEN IS DE	UNG RECORDE	D NOTICE E TO DEFI	IS HEREBY (GIVEN TI LE AGAI	HAT THERE (S AN MAS.	
	UNDER PENALTIES OF P	PERJURY, I DECL	ARE THAT I	HAVE READ TI	ie foreggini	G DOCUMENT A	HT TAHT OM	E FACTS STATI	ED IN IT A	RETRUE.		٠		
<u></u>	Signature of Applicant/O	kwnar	-		*********	***************************************	Sine	teture of Appli	canVCo-	Owner	······································	··· • • • • • • • • • • • • • • • • • •		
ISMV 82041 REVISED 92/08			Λ VT				- Alle	· · · · · · · · · · · · · · · · · · ·					:	

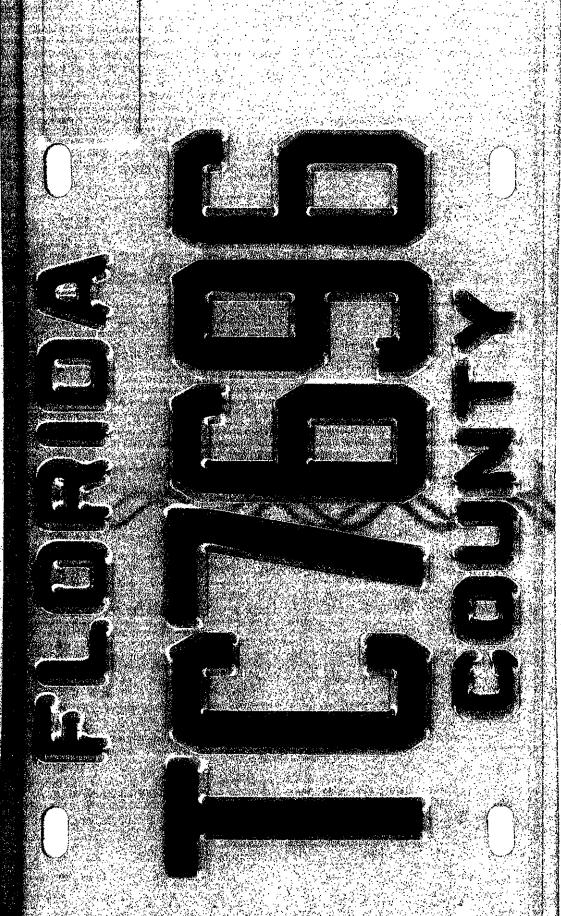


EXHIBIT "E"

PRE & POST TRIP INSPECTIONS INFORMATION

BOARD OF COUNTY COMMISSIONERS BROWARD COUNTY, FLORIDA TRANSPORTATION DEPARTMENT

OPERATORS' BUS PRE-INSPECTION REPORT

NAM	E:		DATE:		7.7.		
BUS	NÓ.:	RUN NO.:					
H	NONE	122	NO A/C	Ι.	AIR BAG		
THE EA	USED	ACAILEAT	NO DEFROSTER	8	KNEELER		
Ħ	JAMMED]\$	NO HEAT	1	LEANS L/R		
8	LOOSE		FOOT		DAMAGE WORN		
FAREBOX REGISTER	NOT REGISTERING	۵	PARKING	E	FLAT TIRE/LOW		
器	NO READOUT	BRAICES	NOISY	[LUG NUTS		
	AIR	55	NO INTERLOCK		HARD SHIFTING		
20	, OIL	1	PULLS L/R	1.	NOISY		
SAUGES	Speedometer		WON'T TRANSMIT	TATES.	NO REVERSE		
3	TEMPERATURE	8	WON'T RECEIVE]≥	SLIPPING		
·	VOLTS		OTHER		OIL LEAK		
	HEADLIGHTS	:	TOO FAST		WON'T SHIFT		
	DOME	s	TOO SLOW	WINDOWS	BROKEN		
S	Marker/sign	DOORS	WON'T CLOSE		OTHER		
LEETS	FARE BOX		SENSITIVE EDGE	SHEETING	INOPERATIVE		
	TAIL/BRAKE		WON'T OPEN	量	STREAKS		
	TURN SIG.	·	NO POWER	·	CUT SEAT		
	DASHBOARD	ш	OVERHEATS.	2	SEAT BELT		
12	INSIDE	ENGINE	SMOKES	SEA	PASSENGER		
SECTION SECTIO	OUTSIDE LEFT	-	trate drah		WHEELCHAIR LOCK		
5	OUTSIDE RIGHT		WATER/OIL LEAK	ee!	HARD		
叠	FRONT	WCHB.	NOISY	STEER	Lõose		
DEST. SIGN	REAR	2	WON'T CYCLE	7/3	SHUMMY		
ä	SIDE	G	REEN LITE ON G.E. CAM	ERA?	YES NO		

MARK EACH DEFECT WITH AN X IN BOX. IF BUS IS OK, PUT AN X IN THE OK BOX.



OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY (NSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/HEAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LEFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

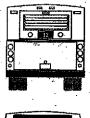
NOTES:	ADDITIONAL INFORMATION	,
· · ·		
····		
		.: .:
· .		
702-247		2/09

BROWARD COUNTY DIVISION OF MASS TRANSIT

OPERATOR'S BUS DEFECT REPORT

_	AL WALLAND A DOO DET TO LITTLE OUT										
N	AN	E				DA	TE	·			
BI	IS	#				RU	H				
E	Τ	NONE	Ţ	Ţ	NO AC	Τ	Г	AIR BAG			
Œ	r	USED	AC)HEB	-	NO DEFROSTER			KNEELER			
,		IAMMED	7	1	NO HEAT			LEANS L/R			
FAMEBOX NEGISTER	T	LOOSE	†	T	FOOT	†	_	DAMAGEO/WORK			
醤	Γ	NOT REGISTERING	٦,	Γ	PARKING	ES ES		FLAT TIRE/LOW			
분	r	NO READOUT			NOISY	1		LUG NUTS			
Г		AIR	7	Τ	NO INTERLOCK	П		HARD SHIFTING			
_	Γ	OIL	1	Γ	PULLS L/R	7 (NOISY			
500	Γ	SPEEDOMETER	Ť	T	WON'T TRANSMIT	2		NO REVERSE			
3		TEMPERATURE			WON'T RECEIVE	TRAKS	_	SLIPPING			
		VOLTS	Τ	Γ	OTHER	11		· OIL LEAK			
		HEADLIGHTS	T	T	TOO FAST	11		WON'T SHIFT			
		DOME		Γ	TOO SLOW	DOM:S		BROKEN			
		MARKER/SIGN		Γ	WON'T CLOSE			OTHER			
IENTS		FARE80X	T		SENSITIVE EDGE	经	٦	INOPERATIVE			
		TAIL/BRAKE	1	Γ	WON'T OPEN	E PER		STREAKS			
	П	TURN SIG.	T		NO POWER .	П		CUT SEAT			
	П	DASHBOARD	1	П	OVERHEATS		1	SEAT BELT			
		INSIDE		П	SMOKES	園	7	PASSENGER			
MIRRORS		OUTSIDE LEFT.	1	П	HARD START	1	1	WHEELCHAIR LOCK			
3	П	OUTSIDE RIGHT	1	П	WATER/OIL LEAK	П	7	HARD			
SIGN		FRONT	重	П	NOISY	闦	1	LOOSE			
		REAR	鬘		WON'T CYCLE			SHIMMY			
IESI	ل	SIDE	_		MARK EACH DEFECT IF BUS IS OK, PUT)	WITH (IN)	I A	N X IN BOX. Box,			
4.	,	· ·	د		OTHER ITEMS			0.K.			
		ACCELERATOR PEOAL		ĺ	OIRTY OUTSIDE	Ţ		ROOF HATCH			
		· INSECTS			DIRTY INSIDE		I	GRAB RAIL			
		PASSENGER SIGNAL			GRAFFITI			STEPS-FRONT/REAR			
		COMPART, OODRS	L	_	HORN	L	1	VISOR			
		FLOOR MAT		_	NO TRIANGLES	L_	1	NO ACC. PACKET			
:		NOTES:		AD	DITIONAL INFORMATIO	<u>DN</u>					
		,									
					-						
							_				
								BC1-118			







MARK AREAS OF BODY DAMAGE ON THE BUS ILLUSTRATION

EXHIBIT "F"

REVENUE SERVICE HOURS & INVOICE

EXHIBIT "F"

City of Fort Lauderdale Operating Funding - TMA

Fiscal Year 2015

Community	D	04	164E	00//1
Community	BUS	Service -	1212	.uu/Hour

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour		Annual Funding (County)
1	Courthouse (Downtown)	Mon-Fri	7:30a - 5:50p	18 min	10.33	255	\$15.00	\$	39,512.25
2	Las Olas	Fri-Mon	9:30a - 6:30p	20 min	18.00	205	\$15.00	\$	55,350.00
3	Convention Connection (Beach Link)	Wed-Mon	9:30a - 6:30p	20 min	27.00	307	\$15,00	\$	124,335,00
2	Galt Ocean Mile	M*T*W*F*S	8:30a - 4:30p	60 min	16.00	259	\$15.00	\$	62,160,00
1	Neighborhood Link	Mon-Fri	8:30a - 2:45p	75 min	6,25	254	\$15,00	\$	23,812,50
Total Annual Funding \$							305,169.75		

EXHIBIT "G"INSURANCE CERTIFICATE

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS						
		Each Occurrence	Aggregate				
COMMERCIAL GENERAL LIABILITY Broad form or equivalent	Bodily Injury						
With no exclusions or limitations for:	Property Damage						
 [x] Premises-Operations [x] Explosion, Collapse, Underground Hazards [x] Products/Completed Operations Hazard [x] Contractual Insurance [x] Independent Contractors [x] Personal Injury 	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil				
Other:	Personal Injury	•					
BUSINESS AUTO LIABILITY* COMPREHENSIVE FORM	Bodily Injury (each person)						
[x] Owned [x] Hired	Bodily Injury (each accident)						
[x] Non-owned [x] Scheduled	Property Damage		er e				
[x] Any Auto	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	A Paris Balling and State of S				
EXCESS/UMBRELLA LIABILITY	Follow form basis or						
May be used to supplement minimum liability coverage requirements.	Add'l insd endorse- ment is required						
[x] WORKERS' COMPENSATION	01		U.S. Longshoremen &				
If exempt: State Exemption Certificate or letter	Chapter 440 FS	STATUTORY	Harbor Workers' Act Jones Act is required				
on company letterhead is required. [x] EMPLOYERS' LIABILITY	(each accident)	\$ 500 k	for any activities on cabout navigable water				
[] PROFESSIONAL LIABILITY (E & O)	(each accident)						
	Extended coverage period	a de					
BUILDER'S RISK (PROPERTY)	Maximum Deductible:	\$10 k	Completed				
"ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written	DED for WIND or WIND exceed 5% of complete	Value					
final acceptance by County.	CONTRACTOR IS RESPONSI	form					
] Installation floater	Maximum Deductible:	\$10 k	Completed				
Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	CONTRACTOR IS RESPONSIBLE FOR	****	Value				
mai decopration by County.	DEDUCTIBLE		form				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES							
REFERENCE: Community Bus Service-	ВСТ						
CERTIFICATE HOLDER:							
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Moji Oderinde- BCT							
aun. moji Oueimue- Do i		Risk Management Divisi	ion				
Revised 2013		Divid	· -				

Revised 2013



FORT LAUDERDALE

August 28, 2014

Broward County, Board of County Commissioners 115 South Andrews Avenue Fort Lauderdale, FL 33301

To Whom It May Concern:

The City of Fort Lauderdale is self-insured for General Liability, Auto Liability and Workers' Compensation. Accordingly, claims made against the City are handled under the City's self-funded liability program as provided for by Florida Statute 768.28.

Please feel free to contact me if you have questions or need additional information.

Sincerely

Guy Hine

Risk Manager



PRINTED ON RECYCLED PAPE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

AA)	A			BW1/101011		
Fort Lauderdale	FL	33301	INSURER F:			
			INSURER E :			· _
290 NE Third Ave			INSURER D :			
				Inited States Liability		
INSURED			INSURER B : A			
			1	enn America		
Coral Springs, FL 33067				INSURER(S) AFFORDING COVER	AGE	NAIC#
4613 N University Dr. #481		•	E-MAIL ADDRESS:	david@sierracoversyou.co	om	
Sierra Insurance			PHONE (A/C, No, Ext):	954-788-1005	FAX (A/C, No): 954-346-4	801
PRODUCER			CONTACT NAME:	David Reiter		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	1	TYPE OF INSURANCE		SUBR WVD		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
Α	Х	COMMERCIAL GENERAL LIABILITY			PAC6976439	04/02/14	04/02/15	EACH OCCURRENCE	\$ 2,000,000
		CLAIMS-MADE OCCUR					1	DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
	X	BI/PD DED: \$00.00			,			MED EXP (Any one person)	\$ 5000
j		j						PERSONAL & ADV INJURY	\$ 1,000,000
	GEI	N'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000
	х	POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	\$ EXCLUDED
		OTHER:							\$
}	AŲ1	TOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
		ANY AUTO						BODILY INJURY (Per person)	\$
		ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
		HIRED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
									\$
		UMBRELLA LIAB OCCUR						EACH OCCURRENCE	\$
		EXCESS LIAB CLAIMS-MADE						AGGREGATE	\$
		DED RETENTION\$							\$
В		RKERS COMPENSATION EMPLOYERS' LIABILITY			TWC3252843	10/13/14	10/13/15	X PER OTH-	
İ	ANY	PROPRIETOR/PARTNER/EXECUTIVE TO N	N/A					E.L. EACH ACCIDENT	\$ 100,000
	(Mar	ndatory in NH)	NIA				ĺ	E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	If yes	s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 500,000
С	Di	rectors & Officers			NDO1066647	07/1/14	07/1/15	\$1,000,000 each	claim,
								aggregate & fidu	
[,								aggiogato a nad	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Interlocal Agreement for Public Transportation

Business auto includes hired and non owned coverages for Downtown Fort Lauderdale Transportation Management Association only. Broward County is named as additional insured with respects to the general liability only.

CERTIFICATE HOLDER	CANCELLATION
Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Attn: Moji Oderinde- BCT	AUTHORIZED REPRESENTATIVE
	and PADI



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/28/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT NAME: Tanya D, Stephenson				
PHONE (A/C, No, Ext): 212-994-7085 FAX (A/C, No): 212-9	94-7047			
E-MAIL ADDRESs:Tanya_Stephenson@ajg.com				
INSURER(S) AFFORDING COVERAGE	NAIC#			
INSURER A :INSURANCE CO OF THE STATE OF PA	19429			
INSURER B :NATIONAL UNION FIRE INS CO OF PITTS	19445			
INSURER C :NEW HAMPSHIRE INS CO	23841			
INSURER D :				
INSURER E :				
INSURER F:				
	NAME: Tanya D. Stephenson PHONE PHONE AIG. No. Ext): 212-994-7085 E-MAIL ADDRESS: Tanya_Stephenson@ajg.com INSURER(S) AFFORDING COVERAGE INSURER A: INSURANCE CO OF THE STATE OF PA INSURER B: NATIONAL UNION FIRE INS CO OF PITTS INSURER C: NEW HAMPSHIRE INS CO INSURER D: INSURER D: INSURER D:			

COVERAGES CERTIFICATE NUMBER: 257763456 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	's
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC	Y		GL1737923 (10MM AGG)	12/31/2013	12/31/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$5,000,000 \$5,000,000 \$5,000,000 \$10,000,000 \$5,000,000 \$
B B B A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS X HIRED AUTOS X AUTOS X AUTOS X AUTOS	Y		CA5273862 (MA) CA5273859 (TX) CA5273859 (AOS) CA4882241 (VA)	12/31/2013 12/31/2013 12/31/2013 12/31/2013	12/31/2014 12/31/2014 12/31/2014 12/31/2014 12/31/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$5,000,000 \$ \$ \$
c	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$ WORKERS COMPENSATION			1178531(IL,NC,NH,UT,VT)	12/31/2013	12/31/2014	EACH OCCURRENCE AGGREGATE X WC STATU- TORY LIMITS ER	\$ \$ \$
0000	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICERMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		1178530(MA), 1178529(CA) 1178583(AOS),44216118(MN)	12/31/2013 12/31/2013 12/31/2013	12/31/2014 12/31/2014 12/31/2014	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

Workers Compensation:

Policy #: 1232493 (WI), 62790764 (AK, AZ, GA) & 62790766 (NJ, PA) Policy Term: 12/31/13 to 12/31/14 Carrier Name: NEW HAMPSHIRE INS CO (NAIC #:23841)

Limits: E.L. Each Accident / E.L. Disease-Ea Employee / E.L. Disease-Policy Limit - \$5,000,000

See Attached...

3	ER	!T	IF	IC	A.	ΓΕ	Н	O	LD)ER	ł
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Broward County 115 South Andrews Avenue Attn: Moji Oderinde-BCT Fort Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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		AGEN	ICY CUSTOMER ID:					
			LOC #:					
ACORD	ADDITION	AL REMA	ARKS SCHEDULE	Page ₁ of ₁				
AGENCY Arthur J. Gallagher Risk Man	agement Services, Inc.		NAMED INSURED FIRST TRANSIT INC 600 Vine Street, Suite 1400					
FOLICT NOMBER			Cincinnati, OH 45202					
CARRIER	-	NAIC CODE						
ADDITIONAL REMARKS			EFFECTIVE DATE:	<u> </u>				
THIS ADDITIONAL REMARKS	FORM IS A SCHEDULE TO A	CORD FORM,						
FORM NUMBER: 25	FORM TITLE: CERTIFICATI	E OF LIABILIT	Y INSURANCE					
Re: Community Bus Service- Broward County Board of Cor endorsements) as respects G work performed by the named	nmissioners, its Departmen Seneral and Automobile Liah	ts, Officers and bility Policies a	d Employees are included as additional ins s evidenced herein as required by written	sured(blanket contract with respect to				
•								
•								
·				,				
			•					
				,				
				,				