



Memorandum

Memorandum No: 12-2641

Date: 12/04/2012

To: Honorable Mayor and Commissioners

From: Lee R. Feldman, ICMA-CM, City Manager

Re: REGULAR MEETING WALK ON - Resolution approving an Interlocal Agreement with the Housing Authority of the City of Fort Lauderdale

The Transportation and Mobility Director has requested the above Walk-on item be placed on the December 4, 2012 Commission Agenda.

The HACFL informed the City that it was ceasing operations of the two community bus routes that currently run through the Northwest section of the City effective September 30, 2012. In order to avoid a disruption of service to this area until a new service is started in January 2013, the HACFL agreed to continue running the bus service from October 1, 2012 until December 31, 2012.

The previous three-year contract between the City and the HACFL expired on September 30, 2012 and therefore a new contract is required for the reimbursement of the \$15 per revenue service hour that is provided by Broward County Transit (BCT). This proposed Interlocal Agreement will allow the HACFL to invoice the City for the bus services provided during the three (3) month time period and retroactive to October 1, 2012.

Staff will be presenting on December 18, 2012 a new route proposal to replace the two HACFL routes that will eliminate duplication between the TMA and HACFL routes. The new route was presented to the TMA board on November 28, 2012. The TMA approved the new route and agreed to assume operations with the financial support from the City, BCT, and the private sector on a trial basis.

Staff recommends that the City Commission approve an Interlocal Agreement with the Housing Authority of the City of Fort Lauderdale (HACFL) for Community Bus Services from October 1, 2012 through December 31, 2012.

Staff recommends the City Commission amend the FY 2013 operating budget by amending the appropriate grant revenue and expense accounts in the amount of \$16,245. Since this funding is received from Broward County Transit and then distributed to the HACFL, this will be a neutral fiscal impact to the City.

APPROPRIATE:

Fund	SubFund	Fund Name	Index Code	Index Code Name	Subject	Subject Name	Amount
129	1	MISC FEDERAL/STATE/ COUNTY GRANTS	GHACFL13	HOUSING AUTHORITY BUS ROUTE FY13	F209	BROWARD COUNTY TRANSIT	16,245.00

APPROPRIATE:

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129	1	MISC FEDERAL/STATE/ COUNTY GRANTS	GHACFL13	HOUSING AUTHORITY BUS ROUTE FY13	4204	OPER SUBSIDIES	16,245.00

Exhibit 1: HACFL Interlocal Agreement

Exhibit 2: FY 2013 Budget Resolution

cc: Stanley D. Hawthorne, Assistant City Manager
Susanne M. Torriente, Assistant City Manager
Harry A. Stewart, City Attorney
Jonda K. Joseph, City Clerk
John C. Herbst, City Auditor
Chaz Adams, Public Affairs Manager
Diana Alarcon, Transportation & Mobility Director

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

AGREEMENT

between

CITY OF FORT LAUDERDALE

and

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

This is an Agreement made and entered into by and between: 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",

AND

The HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE, its successors and assigns, hereinafter referred to as "HACFL".

WHEREAS, the CITY and BROWARD COUNTY (hereinafter referred to as "COUNTY") entered into an Agreement for Community Bus Service which Agreement took effect on October 1, 2009 ("County Agreement"); and

WHEREAS, in accordance with the COUNTY Agreement, CITY approved contracting for the operation of a portion of the community bus shuttle with HACFL wherein CITY would provide the funds received from COUNTY to HACFL for the operation of the shuttles ("HACFL Agreement"), which agreement expired on September 30, 2012; and

WHEREAS, the HACFL has agreed to operate the shuttles until the end of December 31, 2012; and

WHEREAS, the operation of the shuttle pursuant to the Agreement has proven beneficial to citizens within the CITY of Fort Lauderdale; and

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 to maintain citizen support; and

WHEREAS, both CITY and HACFL 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; NOW, THEREFORE,

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 ADA - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 CFR Parts 1630, 1602; 28 CFR Part 35, 49 CFR Parts 27,37,38, 28 CFR Part 36, and 47 CFR Sections 64.601 et seq.
- 1.2 Agreement - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.3 Board - The Broward County Board of County Commissioners.
- 1.4 BCT - The Broward County Transit Division.
- 1.5 CITY Contract Administrator - The City Manager, the Director of the CITY Transportation and Mobility Department, or designee of such City Manager or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with HACFL 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 City Contract

Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

- 1.6 COUNTY Contract Administrator - The Broward County Administrator, the Director of the Broward County Transportation Department, or designee of such County Administrator or Director. 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 Broward Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.7 CITY Manager - The administrative head of CITY pursuant to Sections 4.01 and 4.05 of the Charter of the City of Fort Lauderdale, Florida.
- 1.8 CITY Attorney - The chief legal counsel for CITY who directs and supervises the Office of the City Attorney pursuant to Section 4.10 of the Charter of the City of Fort Lauderdale, Florida.
- 1.9 Emergency Service - Emergency Service shall mean service scheduled at the direction of COUNTY, CITY or both, during periods of adverse weather or other emergency conditions as determined by COUNTY, CITY or both, 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 Vehicle(s) - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "E".

ARTICLE 2
SCOPE OF SERVICES
SERVICES TO BE PROVIDED BY CITY

- 2.1 HACFL shall provide public transportation services within the City of Fort Lauderdale at the locations and according to schedules as contained in Exhibit "A", a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by HACFL through the use of its employees or HACFL may enter into a contract with a third party to perform the services. In the event HACFL contracts with a third party, HACFL shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by HACFL shall be effective only upon the written consent of the City Contract Administrator.

The services to be provided shall include the following:

- 2.1.1 Service shall be provided a minimum of twenty four (24) hours a week to certain locations and at scheduled intervals as listed on the attached Exhibit "A". HACFL acknowledges and agrees that it shall not deviate or make changes to the service 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. HACFL further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1, and CITY shall not compensate HACFL for any deviations or changes from the service routes established in Exhibit "A" without the prior written consent of City Contract Administrator.
- 2.1.2 If HACFL determines a fare to be appropriate prior to beginning service under the terms of this Agreement, HACFL may institute such fare; provided, however, that such fare shall never exceed one-half (1/2) of the fixed-route, full adult COUNTY fare. A public hearing shall be held by the CITY prior to the institution of any proposed fare or fare increase. CITY must approve, in writing, the imposition of a fare prior to implementation by HACFL.
- 2.1.3 CITY, in compliance with the provisions of 49 USC Section 5307(d)(l), shall hold a public hearing before its City Commission 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 transit route.
 - (4) Prior to discontinuing any transit route in its entirety.
 - (5) Prior to implementing headway adjustments of more than ten (10) minutes during peak service hours or more than twenty (20) minutes during non-peak hours.

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) 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.

In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, CITY Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. The temporary change in service shall be given widest possible advance notice 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.

- 2.1.4 HACFL shall provide COUNTY with the notice and minutes of all public hearings held to satisfy the requirements of 49 USC Section 5307(d)(1)(I).
- 2.1.5 It shall be the responsibility of HACFL to obtain any necessary permission to access or encroach upon any private property for use as an origin and/or destination associated with this Agreement.
- 2.1.6 HACFL shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle operated by HACFL. It is understood and agreed between CITY and HACFL that HACFL's failure, to maintain a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any six (6) month period shall constitute a breach of this Agreement, entitling CITY to immediately terminate the same in accordance with the terms hereof and shall entitle CITY to pursue any and all other remedies provided under this Agreement or any remedies available to CITY at law or in equity. HACFL shall be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination. HACFL shall return any and all funds paid in advance to HACFL for services that were not performed prior to the date specified in the written notice of termination. HACFL shall return the funds within ten (10) days of receipt by HACFL of the notice of termination.
- 2.1.7 Vehicle(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by HACFL or its contractors. These employees shall provide full utilization of Vehicle(s) to disabled passengers. HACFL or its contractor shall obtain driving and criminal background checks for all operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. HACFL and/or its contractor shall require its operators performing the services hereunder to notify HACFL within 24 hours of any conviction for any traffic violation (except parking).

2.1.8 HACFL, or its third party contractor, shall not permit any driver to operate a Vehicle provided herein whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

- (a) Driver must have been a licensed driver for at least three (3) years (Time spent driving on a learner's permit does not count towards this requirement).
- (b) No more than one (1) moving violation in the past three (3) years.
- (c) No AT-FAULT accidents in the last three (3) years.
- (d) No Failures to Appear or Failures to Pay in the last three (3) years.
- (e) No Reckless Driving within the last seven (7) years.
- (f) No Driving Under the Influence within the last seven (7) years. Two convictions (lifetime) for DUI is an automatic disqualification.
- (g) No suspensions within the last three (3) years (one suspension for PIP permitted).
- (h) No Manslaughter resulting from the operation of a motor vehicle.
- (i) No Hit-Run or Hit-Run Property Damage.
- (j) No Reckless Driving causing injury.
- (k) No Driving Under the Influence causing injury.
- (l) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

2.1.9 Florida Commercial Driver's License operators hired by HACFL or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.

2.1.10 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that HACFL's scheduled service shall not duplicate existing COUNTY bus service.

- 2.1.11 HACFL shall maintain the Vehicle(s) provided to it by CITY in accordance with manufacturer's standards and keep Vehicle(s) in reasonable condition at all times.
- 2.1.12 HACFL while providing the community bus activities addressed herein shall comply, and assures the compliance of any third party contractor, with the applicable laws and regulations relating to nondiscrimination on the basis of disability:
1. 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.
 2. 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.
 3. DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.
- 2.1.13 In accordance with Broward County Ordinance 92-8, HACFL certifies by means of Exhibit "B", which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event HACFL contracts with a third party to perform the services addressed herein, such contractor shall comply with COUNTY's Drug-Free Workplace Program requirements.
- 2.1.14 HACFL agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event HACFL subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by the City Contract Administrator must be included in any subsequent agreement. HACFL further

agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the BCT Director (a model format for certifying compliance is attached as Exhibit "D").

2.1.15 HACFL agrees to prepare, maintain, and submit annual reports to CITY and COUNTY summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to CITY and COUNTY by a date determined by CITY Contract Administrator, but no later than February 15th of each year. Additionally, HACFL shall provide quarterly reports to CITY and COUNTY summarizing its drug and alcohol testing results and shall permit CITY and COUNTY to inspect its records during site visits, to ensure compliance with program requirements.

2.1.16 HACFL agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and COUNTY-assigned identification number shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

2.1.17 HACFL shall maintain certain records of information and data in the format prescribed by CITY. HACFL shall supply the reports listed below to CITY pursuant to the schedule as set forth below. Reports shall be transmitted to CITY in a format that can be read and updated using standard software tools compatible with CITY's system, such as Microsoft Excel, Microsoft Word and Acrobat Reader.

Immediately:

Reports of all accidents/incidents (loss of life, injuries, stoppage, or major disruption of service)

Monthly by the seventh (7) business day of each month:

Ridership report (# of passengers, revenue miles, Vehicle miles, per Vehicle)

Current roster of drivers

Revenue Vehicle System Failure (mechanical failure of Vehicle that occurs in revenue service).

Fuel usage for revenue service Vehicles in gallons
Complaint summary as required in Article 3 herein

Yearly:

Vehicle inventory and mileage on each Vehicle

Current insurance certificate in accordance with CITY and COUNTY requirements

National Transit Database Operating Expenses Summary Form

Safety Certification to CITY no later than February 15th annually for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SPP), and the performance of safety inspections on all Vehicles operated by HACFL or its contractors. The Safety Certifications shall comply with the standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.

- 2.1.18 HACFL shall at all times have and maintain in proper working order a dedicated TTY number.
- 2.1.19 In the event that the Vehicle(s) is not equipped with an audio/visual system to automatically announce major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, the operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:
- 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.
- 2.1.20 HACFL shall be solely responsible to provide, during the term of this Agreement, a high quality community bus service which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of

the community bus service required herein throughout the term of this Agreement.

2.1.21 HACFL service shall connect with regular COUNTY bus routes and community bus routes, as set forth in Exhibit "A".

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

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

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

2.2.1 HACFL shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). HACFL shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day and shall utilize the form attached hereto as Exhibit "G". In addition, HACFL shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle(s).

2.2.2 COUNTY, CITY or both may conduct periodic inspections using its own or contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufacturers' specification and any Vehicle not determined by COUNTY to be acceptable will be removed from service by CITY and all deficiencies corrected immediately. At

the request of COUNTY, CITY or both, HACFL shall take the Vehicle(s) to a location designated by the City Contract Administrator for inspection.

2.2.3 HACFL agrees to allow such on-board surveys and/or inspections as may be requested by COUNTY, CITY or both. COUNTY, CITY or both shall have the right to inspect the Vehicle(s) during HACFL's regular hours or at any time in case of emergency to determine whether HACFL has complied with and is complying with the terms and conditions of this Agreement. CITY may, at its discretion, require HACFL to effect repairs.

2.3 HACFL shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, county and city regulations, laws, and licensing requirements prior to and at all times while operating Vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.

2.4 Safety and Security Reporting Requirements. HACFL shall notify City Contract Administrator as indicated below and shall submit a monthly report to City Contract Administrator summarizing the following:

(a) HACFL shall notify City Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit Vehicle. A Major Incident involves one of the following conditions:

- A fatality due to an incident which shall include suicides, but does not include deaths by natural causes, or death not associated with an incident
- Injuries requiring immediate medical attention away from the scene for one or more persons
- Total property damage is equal to or in excess of \$25,000.00
- An evacuation due to life safety reasons

(b) A summary report of all Non-Major Incidents involving a transit Vehicle. A Non-Major Incident involves one of the following conditions:

- Where one person is transported for off-site medical care
- Total property damage is equal to or in excess of \$7,500.00, but less than \$25,000.00
- All non-arson fires not qualifying as Major Incidents
- All crimes aboard transit Vehicle(s) and resulting arrests.

2.5 Minimum Standards. HACFL agrees to comply with the following minimum standards:

(a) HACFL, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus

Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

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

- (1) Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies, with the safety standards set forth in Rule 14-90.
- (2) Make the SSPP and SPP available for review and/or inspection at least annually and upon request of COUNTY.
- (3) Permit inspections, safety and security review by COUNTY and/ or the state of Florida.
- (4) Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.
- (5) All Vehicle(s) shall be kept clean and orderly during all times of active service.
- (6) All accidents shall be reported immediately to the police.
- (7) Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.
- (8) Advertising, if allowed by COUNTY and CITY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
- (9) All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
- (10) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

- (11) The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
- (12) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- (13) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- (14) The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.
- (15) Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

SERVICES TO BE PROVIDED BY CITY

2.6 EQUIPMENT

- 2.6.1 CITY shall lease to HACFL two (2) wheelchair accessible, passenger Vehicle(s), as described on Exhibit "E" to be used in regular route 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. These Vehicle(s) shall be leased to HACFL for Ten Dollars (\$10.00) per Vehicle, per year. Prior to the acceptance of the Vehicle(s) by HACFL, HACFL at its own cost shall have the right to inspect, or cause to be inspected, the Vehicle(s) by a mechanic designated by HACFL.
- 2.6.2 Vehicle(s) used by HACFL, or its subcontractor, to provide services pursuant to this Agreement, shall be equipped with bicycle racks or similar device used to transport non-motorized bicycles.
- 2.6.3 CITY shall provide the manufacturers' warranties and maintenance shop manuals to HACFL.
- 2.6.4 CITY, in its sole discretion, acting through its City Contract Administrator, may authorize a replacement Vehicle(s). In the event that a Vehicle(s) is replaced, Exhibit "E" shall be updated. HACFL's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

2.7 TECHNICAL ASSISTANCE

- 2.7.1 COUNTY has agreed in the COUNTY Agreement to provide Florida Commercial Driver's License operators hired to provide the community bus services provided in this Agreement with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver's License 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's License operators employed at any time during the term of this Agreement. In the event training is not available, Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the Vehicle(s), for Florida Commercial Driver's License operators to attend and complete COUNTY's training.
- 2.7.2 CITY, COUNTY or both shall assist HACFL staff with any aspect of planning and scheduling of public transit routing that HACFL might request.
- 2.7.3 CITY shall forward COUNTY printed bus route timetables sufficient to inform CITY residents and passengers of service made available as described in Exhibit "A" or any modification thereto.
- 2.8 HACFL acknowledges and agrees that City Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.9 EMERGENCY SERVICE.
- 2.9.1 In addition to the scheduled community bus service as set forth in Exhibit "A", HACFL, upon direction of BCT, CITY or both, may be required to provide Emergency Service. Emergency 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 or CITY staff. The parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at the discretion of COUNTY or CITY, COUNTY or CITY may require HACFL to authorize the use of Vehicle(s) leased to HACFL herein by any other city that has an agreement with COUNTY for Community Bus Service. HACFL shall not be entitled to any compensation for the use of any Vehicle that is utilized by another city as set forth above. Fares shall not be collected from passengers during Emergency Service.
- 2.9.2 Suspension of Operations: HACFL may suspend all or a portion of service when said performance is made impossible by 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 any other unforeseeable cause beyond control of HACFL or its contractor. HACFL shall request verbal or written approval of COUNTY and CITY prior to suspending operations.

- 2.9.3 Emergency Response Plan: HACFL shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to, natural disasters and acts of terrorism. 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 CITY thirty (30) days from the effective date of this Agreement.

2.10 ADVERTISING

- 2.10.1 HACFL shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of City 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, HACFL, subject to approval of City 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.

ARTICLE 3 COMPLAINTS

- 3.1 HACFL shall respond to complaints regarding the quality of service brought by patrons or by COUNTY, CITY or both on its own initiative or otherwise. Such response shall be provided by HACFL verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. HACFL shall copy City and County Contract Administrators on all correspondence. At the request of CITY, COUNTY or both, HACFL shall meet with City and County Contract Administrators to review any complaints or concerns and to promptly correct any deficiencies. City Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by HACFL as expeditiously as possible.
- 3.1.1 HACFL shall be required to resolve all written and oral complaints received from the public, COUNTY or CITY. HACFL shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to City Contract Administrator on a weekly basis.

- 3.1.2 HACFL shall submit a monthly report to City Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, HACFL shall prepare and furnish such other reports as City Contract Administrator may, from time to time, require.

ARTICLE 4
TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall begin on October 1, 2012, and shall end on December 31, 2012; the term may be extended for up to two (2) additional calendar months upon written approval of City Contract Administrator. This Agreement is subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.
- 4.2 Prior to beginning the performance of any services under this Agreement, HACFL must receive a Notice to Proceed from City Contract Administrator.

ARTICLE 5
FINANCIAL ASSISTANCE

- 5.1 CITY agrees to pay HACFL Fifteen Dollars (\$15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. HACFL shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by City Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by HACFL solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, CITY shall pay HACFL after receipt of a monthly invoice for services provided in the prior month.
- 5.2 The name of the official payee to whom CITY shall issue checks shall be the HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE.
- 5.3 METHOD OF BILLING AND PAYMENT
- 5.3.1 HACFL shall submit invoices for compensation on a monthly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s) under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by City Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof.

ARTICLE 6
CHANGES IN SCOPE OF SERVICES

- 6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.16 below.
- 6.2 Any appreciable changes in the level of services, as determined by City Contract Administrator's sole discretion, to be provided by HACFL as set forth herein shall only be implemented after CITY and HACFL have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY or CITY providing public transportation services if ridership levels warrant expanded service.
- 6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by City or County Contract Administrator.

ARTICLE 7
INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 7.1 At all times hereafter, HACFL and its third party contractor, jointly and severally, shall indemnify, hold harmless and, at City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, 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 intentional or negligent act of, or omission of, HACFL or HACFL'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 property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, HACFL, its contractor, or both, shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY's option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by City Contract Administrator and City Attorney, any sums due HACFL under this Agreement may be retained by CITY until all of CITY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by CITY.

ARTICLE 8
INSURANCE

- 8.1 HACFL, HACFL's contractor, or both, has a third party contractor, shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name CITY, COUNTY, or both, as additional insureds.

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

ARTICLE 9
TERMINATION

- 9.1 This Agreement may be terminated for cause by action of the CITY Commission or by HACFL upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of the CITY Commission upon not less than sixty (60) days' written notice by COUNTY or CITY Contract Administrators or both. This Agreement may also be terminated by COUNTY or CITY Contract Administrators or both upon such notice as COUNTY or CITY Contract Administrators or both deem appropriate under the circumstances in the event COUNTY, CITY or both Contract Administrators determine that termination is necessary to protect the public health, safety, or welfare.
- 9.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of CITY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by COUNTY or CITY Contract Administrators or both which COUNTY or CITY or both Contract Administrators deem necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 9.4 HACFL acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by CITY, the adequacy of which is hereby acknowledged by HACFL, is given as specific consideration to HACFL for CITY's right to terminate this Agreement for convenience.
- 9.5 Upon termination of this Agreement for whatever reason, HACFL shall return the Vehicle leased herein to CITY within seven (7) days of the termination date. HACFL shall return the equipment to CITY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. HACFL's obligation to return the equipment to CITY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle for return to CITY shall be the sole responsibility of HACFL. CITY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle prior to acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, HACFL shall at its sole cost and expense remedy any and all deficiencies indentified by the Maintenance Transit Manager.

ARTICLE 10
MISCELLANEOUS

10.1 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 CITY; and, if a copyright is claimed, HACFL grants to CITY 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 HACFL, whether finished or unfinished, shall become the property of CITY and shall be delivered by HACFL to City Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to HACFL shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

CITY shall have the right to audit the books, records, and accounts of HACFL and its subcontractors that are related to this Agreement. HACFL 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 Agreement. All books, records, and accounts of HACFL 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, HACFL or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

HACFL and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, 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, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to HACFL's and its subcontractors' records, HACFL and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by HACFL or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

HACFL shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

10.3 EEO COMPLIANCE

HACFL shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. HACFL 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 21 and 26, as amended. 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 CITY deems appropriate.

HACFL 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. HACFL shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of

disability), and all applicable regulations, guidelines, and standards. In addition, HACFL shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

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

Consistent with the provisions of the Title VI, FTA Circular 4702.1A, HACFL, as a grant recipient of FTA assisted funds, HACFL shall ensure that transit services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin. Accordingly, HACFL shall provide information to the public regarding its 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.

10.4 PUBLIC ENTITY CRIME ACT

HACFL represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, 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 CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 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 CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, HACFL 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 HACFL has been placed on the convicted vendor list.

10.5 INDEPENDENT CONTRACTOR

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

10.6 THIRD PARTY BENEFICIARIES

Neither HACFL nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree 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.

10.7 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 CITY:

Director
City of Fort Lauderdale
Transportation and Mobility Department
100 North Andrews Avenue
Fort Lauderdale, FL 33301

FOR HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE:

Executive Director
Housing Authority of the City of Fort Lauderdale
437 S. W. 4th Avenue
Fort Lauderdale, Florida 33315

10.8 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, HACFL shall not subcontract any portion of the work required by this Agreement, except as authorized herein. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by HACFL of this Agreement or any right or interest herein without CITY's written consent.

HACFL 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/she will render his/her services.

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

10.9 CONFLICTS

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

HACFL further agrees that as it relates to this Agreement and the services to be as described herein, none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against CITY in any legal or administrative proceeding in which he, she, or HACFL is not a party, unless compelled by court process. Further, HACFL agrees that 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 CITY 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 HACFL 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 HACFL is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, HACFL agrees to require such

subcontractors, by written contract, to comply with the provisions of this section to the same extent as HACFL.

10.10 MATERIALITY AND WAIVER OF BREACH

CITY and HACFL agree that each requirement, duty, and obligation set forth herein was bargained for at arms'-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY'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.

10.11 COMPLIANCE WITH LAWS

HACFL 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.

10.12 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 CITY or HACFL elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.13 JOINT PREPARATION

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

10.14 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 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.15 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, HACFL AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10.16 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and HACFL or others delegated authority to or otherwise authorized to execute same on their behalf.

10.17 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. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.18 HIPAA COMPLIANCE

It is expressly understood by the parties that CITY personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event HACFL is considered by CITY to be a covered entity or business associate and/or is required to

comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), HACFL shall fully protect individually identifiable health information as required by HIPAA and, if requested by CITY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, HACFL shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of HACFL's and CITY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. CITY hereby authorizes the City Administrator to sign Business Associate Agreements on its behalf.

10.19 PAYABLE INTEREST

10.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof HACFL 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.

10.19.2. Rate of Interest. In any instance where the prohibition or limitations of Section 10.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.20 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.

10.21 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he/she is, on the date he/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.

10.22 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.

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE
COMMUNITY BUS SERVICE AGREEMENT
OCTOBER 1, 2012 – DECEMBER 31, 2012

IN WITNESS OF THE FOREGOING, the parties have set their hands and seals the day and year first written above.

WITNESSES:

CITY OF FORT LAUDERDALE

By _____
Mayor

[Witness type or print name]

By _____
City Manager

[Witness type or print name]

ATTEST:

(CORPORATE SEAL)

City Clerk

Approved as to form:

City Attorney

HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE
COMMUNITY BUS SERVICE AGREEMENT
OCTOBER 1, 2012 – DECEMBER 31, 2012

WITNESSES:

THE HOUSING AUTHORITY OF THE CITY
OF FORT LAUDERDALE

By _____
_____, Executive Director

[Witness type or print name]

[Witness type or print name]

STATE OF FLORIDA:
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this _____,
2012, by _____, Executive Director, The Housing Authority of the City of Fort
Lauderdale. He is personally known to me and did not take an oath.

(SEAL)

Notary Public, State of Florida
(Signature of Notary taking
Acknowledgment)

Name of Notary Typed,
Printed or Stamped

My Commission Expires:

Commission Number

Housing Authority Community Bus Service

The City of Fort Lauderdale and Broward County Transit (BCT) are providing this community bus service to increase the number of destinations that can be reached through Public Transit. This route visits the African American Research Library, 7th Avenue Health Center, Mizell Center, Swap Shop, Lauderhill Mall Transit Terminal, Housing Authority properties and downtown Fort Lauderdale.

This community bus service connects to BCT routes 1, 6, 9, 10, 11, 14, 18, 20, 22, 30, 31, 36, 40, 50, 60, 81 and US 1 Breeze, also connecting to Lauderhill, Lauderdale Lakes, Plantation and Fort Lauderdale TMA Sun Trolley Community Buses.

The bus is air-conditioned, wheelchair accessible and has bike racks.

Hours of Operation

Monday – Friday, 7:00 am – 5:00 pm

The Community Bus travels approximately every 90 minutes, with assigned stops. Please refer to the timetables and map on the reverse side for times at destinations. The bus will operate as close to schedule as possible. Conditions in traffic, bridges, trains and/or weather may cause the bus to arrive earlier or later. Please allow yourself enough time when using the service.

The community bus will not operate when a hurricane warning has been issued.

Holiday Schedule

This community bus service does not run on Saturday, Sunday or the following holidays observed by the Housing Authority of the City of Fort Lauderdale.

New Year's Day • Martin Luther King Day
President's Day • Memorial Day
Independence Day • Labor Day
Veteran's Day • Thanksgiving Day and
the day after Thanksgiving • Christmas Day

For additional information about the Housing Authority of the City of Fort Lauderdale routes, please call:

954.525.6444

Hearing-speech impaired/TTY

954.523.0514

Visit the Housing Authority of the City of Fort Lauderdale web site at:

(www.hacfl.gov)

For more information about BCT routes, fares or connections, call:

BCT Rider Info:

954.357.8400

Hearing-speech impaired/TTY

954.357.8302



This publication can be made available in LARGE PRINT, tape cassette, or braille by request.



**BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSIT DIVISION**
An equal opportunity employer and
provider of services.

PROTECTIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AS AMENDED

Any persons or group(s) who believes that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call 954-957-8481 to file a Title VI discrimination complaint or write to Broward County Transportation Department, Compliance Manager, 3201 West Copans Road, Bldg. 1, Pompano Beach, Florida 33069.

This public document was promulgated at a cost of \$483.00, or \$0.75 per copy, to inform the public about community bus service. 3/11

BIKE RACKS

Bike racks are available on the Community Buses. Racks are designed to carry two bikes only. It is important to have the operator's attention before loading and unloading your bike. As the bus approaches, have your bike ready to load. Remove any loose items that may fall off.

Loading

- Always load your bike from the curbside of the street.
- Lower-Squeeze the handle and pull down to release the folded bike rack.
- Lift your bike into the rack fitting the wheels into the slot of the vacant position closest to the bus.
- Latch-Pull and release the support arm over the front tire, making sure the support arm is resting on the tire, not on the fender or frame.

Unloading

- Before exiting the bus notify operator you are removing your bike.
- Pull the support arm off the tire. Move the support arm down and out of the way. Lift your bike out of the rack. If your bike is the only one on the rack, return the rack to the upright position.

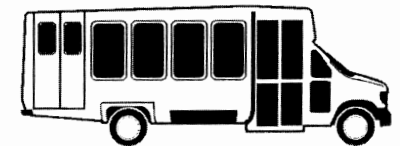
Move quickly to the curb.

SCHEDULE "A"

**FORT LAUDERDALE
Housing Authority
Blue and Red Routes**



**Community Bus Service
Routes and Timetables**



Effective: March 2011

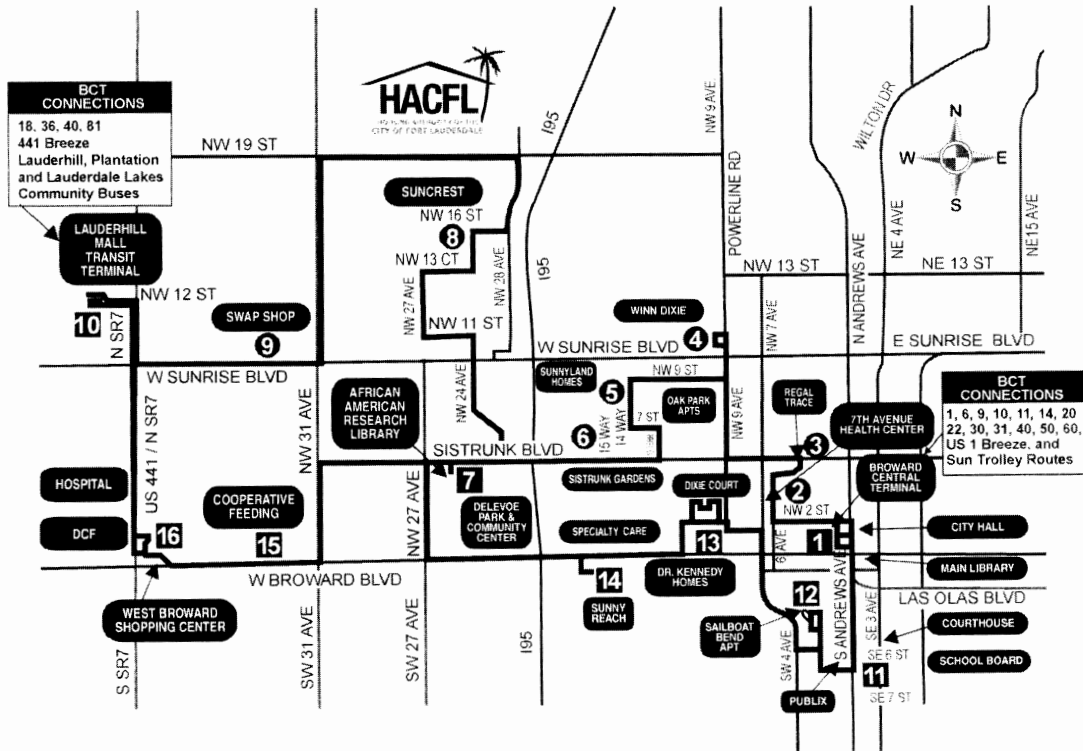
Housing Authority of the City of Fort Lauderdale

BLUE ROUTE

1	2	3	4	5	6	7	8	9	10	10	9	8	7	6	5	4	3	2	1
Broward Central Terminal	7th Ave Health Center	Regal Trace NW 5 CT/NW 4 A	Winn-Dixie Plaza Sunrise & Powerline	Sunnyland Homes	Sistrunk Blvd & NW 15 Ave	African American Research Library	Suncrest Court Housing	Sunrise Blvd & Swap Shop	Lauderhill Mall Transit Terminal	Lauderhill Mall Transit Terminal	Sunrise Blvd & Swap Shop	Suncrest Court Housing	African American Research Library	Sistrunk Blvd & NW 15 Ave	Sunnyland Homes	Winn-Dixie Plaza Sunrise & Powerline	Regal Trace NW 5 CT/NW 4 A	7th Ave Health Center	Broward Central Terminal
7:00a	7:05a	7:06a	7:11a	7:15a	7:18a	7:21a	7:30a	7:41a	7:45a	7:48a	7:55a	8:03a	8:15a	8:17a	8:21a	8:28a	8:32a	8:33a	8:35a
8:41a	8:43a	8:44a	8:49a	8:53a	8:56a	9:02a	9:07a	9:13a	9:21a	9:23a	9:28a	9:35a	9:43a	9:45a	9:49a	9:56a	10:00a	10:01a	10:03a
10:08a	10:12a	10:13a	10:18a	10:22a	10:25a	10:31a	10:36a	10:42a	10:48a	10:50a	10:55a	11:02a	11:10a	11:12a	11:16a	11:23a	11:27a	11:28a	11:30a
MID-DAY BREAK																			
12:30p	12:32p	12:33p	12:38p	12:42p	12:45p	12:51p	12:56p	1:02p	1:10p	1:12p	1:17p	1:24p	1:32p	1:34p	1:38p	1:45p	1:49p	1:50p	1:52p
1:57p	1:59p	2:00p	2:06p	2:09p	2:12p	2:16p	2:26p	2:33p	2:44p	2:47p	2:54p	3:02p	3:14p	3:16p	3:20p	3:27p	3:31p	3:32p	3:34p
3:38p	3:40p	3:41p	3:46p	3:50p	3:53p	3:59p	4:04p	4:10p	4:18p	4:20p	4:25p	4:32p	4:40p	4:42p	4:45p	4:53p	4:57p	4:58p	5:00p
Westbound										Eastbound									

RED ROUTE

1	11	12	13	14	7	15	16	10	10	16	15	7	14	13	12	11	1
Broward Central Terminal	County Courthouse SW-SE 6 ST & Andrews Ave	Sailboat Bend Apt	Dixie Court Apt	Sunny Reach Townhomes	African American Research Library	Cooperative Feeding	Department of Children and Families	Lauderhill Mall Transit Terminal	Lauderhill Mall Transit Terminal	Department of Children and Families	Cooperative Feeding	African American Research Library	Sunny Reach Townhomes	Dixie Court Apt	Sailboat Bend Apt	County Courthouse SW-SE 6 ST & Andrews Ave	Broward Central Terminal
7:00a	7:04a	7:08a	7:16a	7:22a	7:28a	7:33a	7:38a	7:46a	7:48a	7:56a	8:01a	8:06a	8:13a	8:19a	8:27a	8:31a	8:36a
8:41a	8:44a	8:48a	8:55a	9:01a	9:08a	9:12a	9:16a	9:21a	9:23a	9:28a	9:32a	9:36a	9:42a	9:48a	9:55a	9:59a	10:03a
10:08a	10:11a	10:15a	10:22a	10:28a	10:35a	10:39a	10:43a	10:48a	10:50a	10:55a	10:59a	11:03a	11:09a	11:15a	11:22a	11:26a	11:30a
MID-DAY BREAK																	
12:30p	12:33p	12:37p	12:44p	12:50p	12:57p	1:01p	1:05p	1:10p	1:12p	1:17p	1:21p	1:25p	1:31p	1:37p	1:44p	1:48p	1:52p
1:57p	2:02p	2:06p	2:14p	2:20p	2:27p	2:32p	2:37p	2:45p	2:47p	2:55p	3:00p	3:05p	3:12p	3:18p	3:25p	3:29p	3:33p
3:38p	3:41p	3:45p	3:52p	3:58p	4:05p	4:09p	4:13p	4:18p	4:20p	4:25p	4:29p	4:33p	4:38p	4:44p	4:51p	4:55p	5:00p
Westbound									Eastbound								



SCHEDULE "A"

EXHIBIT "B"

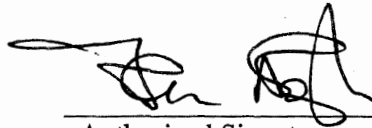
DRUG FREE WORKPLACE CERTIFICATION

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

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



Authorized Signature and Title

Tam A English, EXEC DIRECTOR.
Printed Name and Title

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 12th day of March,
2010, by Tam A English as Executive Director
(Name of Person Whose Signature is Notarized) (Title)

of the Housing Authority of the known to me to be the person described herein.
City of Fort Lauderdale

NOTARY PUBLIC

Sharon L. Furtado
Signature

Print Name



SHARON L. FURTADO
MY COMMISSION # DD 832125
EXPIRES: February 9, 2014
Bonded Thru Budget Notary Services

My Commission Expires: _____

CERTIFICATE OF COVERAGE

Certificate Holder

**CITY OF FORT LAUDERDALE
100 NORTH ANDREWS AVENUE 5th FLOOR
FORT LAUDERDALE FL 33301**

Administrator

Issue Date 12/4/09

**Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065**

COVERAGES

THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY:

FLORIDA MUNICIPAL INSURANCE TRUST

AGREEMENT NUMBER: FMIT 0190

COVERAGE PERIOD: FROM 10/1/09

COVERAGE PERIOD: TO 10/1/10 12:01 AM STANDARD TIME

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability
* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

Limits of Liability
\$100,000 Each Person/\$200,000 Each Occurrence

Deductible N/A

TYPE OF COVERAGE - PROPERTY

- | | |
|--------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Buildings | <input type="checkbox"/> Miscellaneous |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> Inland Marine |
| <input type="checkbox"/> Special Form | <input type="checkbox"/> Electronic Data Processing |
| <input type="checkbox"/> Personal Property | <input type="checkbox"/> Bond |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> |
| <input type="checkbox"/> Special Form | |
| <input type="checkbox"/> Agreed Amount | |
| <input type="checkbox"/> Deductible N/A | |
| <input type="checkbox"/> Coinsurance N/A | |
| <input type="checkbox"/> Blanket | |
| <input type="checkbox"/> Specific | |
| <input type="checkbox"/> Replacement Cost | |
| <input type="checkbox"/> Actual Cash Value | |

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease
- Deductible N/A
-

Automobile/Equipment - Deductible

- Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A - Miscellaneous Equipment

Other

Description of Operations/Locations/Vehicles/Special Items

RE: 2007 Ford E450 Super Duty, VIN #2842 and 2007 Ford E450 Super Duty, VIN #5750

The Certificate Holder is hereby added as an additional insured, as respects the member's liability regarding the above described item.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.

DESIGNATED MEMBER

**HOUSING AUTHORITY OF THE
CITY OF FORT LAUDERDALE
437 SW 4TH AVENUE
FORT LAUDERDALE FL 33315**

CANCELLATIONS

SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.



AUTHORIZED REPRESENTATIVE


CERTIFICATE OF COVERAGE		
Certificate Holder BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT DIVISION 115 SOUTH ANDREWS AVENUE ROOM 210 FORT LAUDERDALE FL 33301	Administrator Florida League of Cities, Inc. Public Risk Services P.O. Box 530065 Orlando, Florida 32853-0065	Issue Date 12/4/09
COVERAGES THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE 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 COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.		
COVERAGE PROVIDED BY: FLORIDA MUNICIPAL INSURANCE TRUST		
AGREEMENT NUMBER: FMIT 0190	COVERAGE PERIOD: FROM 10/1/09	COVERAGE PERIOD: TO 10/1/10 12:01 AM STANDARD TIME
TYPE OF COVERAGE - LIABILITY General Liability <input type="checkbox"/> Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury <input type="checkbox"/> Errors and Omissions Liability <input type="checkbox"/> Supplemental Employment Practice <input type="checkbox"/> Employee Benefits Program Administration Liability <input type="checkbox"/> Medical Attendants/Medical Directors' Malpractice Liability <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Law Enforcement Liability <input type="checkbox"/> Underground, Explosion & Collapse Hazard Limits of Liability * Combined Single Limit Deductible N/A Automobile Liability <input checked="" type="checkbox"/> All owned Autos (Private Passenger) <input checked="" type="checkbox"/> All owned Autos (Other than Private Passenger) <input checked="" type="checkbox"/> Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos Limits of Liability \$100,000 Each Person/\$200,000 Each Occurrence Deductible N/A	TYPE OF COVERAGE - PROPERTY <input type="checkbox"/> Buildings <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Personal Property <input type="checkbox"/> Basic Form <input type="checkbox"/> Special Form <input type="checkbox"/> Agreed Amount <input type="checkbox"/> Deductible N/A <input type="checkbox"/> Coinsurance N/A <input type="checkbox"/> Blanket <input type="checkbox"/> Specific <input type="checkbox"/> Replacement Cost <input type="checkbox"/> Actual Cash Value <input type="checkbox"/> Miscellaneous <input type="checkbox"/> Inland Marine <input type="checkbox"/> Electronic Data Processing <input type="checkbox"/> Bond Limits of Liability on File with Administrator TYPE OF COVERAGE - WORKERS' COMPENSATION <input type="checkbox"/> Statutory Workers' Compensation <input type="checkbox"/> Employers Liability \$1,000,000 Each Accident \$1,000,000 By Disease \$1,000,000 Aggregate By Disease <input type="checkbox"/> Deductible N/A <input type="checkbox"/>	
Automobile/Equipment - Deductible <input checked="" type="checkbox"/> Physical Damage Per Schedule - Comprehensive - Auto Per Schedule - Collision - Auto N/A - Miscellaneous Equipment		
Other		
Description of Operations/Locations/Vehicles/Special Items RE: 2007 Ford E450 Super Duty, VIN #2842 and 2007 Ford E450 Super Duty, VIN #5750 The Certificate Holder is hereby added as an additional insured, as respects the member's liability regarding the above described item.		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE AGREEMENT ABOVE.		
DESIGNATED MEMBER HOUSING AUTHORITY OF THE CITY OF FORT LAUDERDALE 437 SW 4 TH AVENUE FORT LAUDERDALE FL 33315	CANCELLATIONS SHOULD ANY PART OF THE ABOVE DESCRIBED AGREEMENT BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED ABOVE, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE PROGRAM, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE	

EXHIBIT "D"

CERTIFICATE OF COMPLIANCE

To: Director,
Broward County Transportation Department
3201 West Copans Road
Pompano Beach, Florida 33069

I, Tam A. English, Executive Dir., certify that
Name Laud. Title
Housing Authority City of Ft. has established and implemented an anti-drug and
Name of Contractor
alcohol misuse prevention program in accordance with the terms of Federal Transit
Administration (FTA) regulation 49 CFR Part 655. I further certify that employee
training conducted under this program meets the requirements of this regulation.

3.12.10

Date



Signature

EXHIBIT "E"

City of Fort Lauderdale

Housing Authority of the City of Fort Lauderdale

Leased Vehicles for Fiscal Year 2013

<u>Route</u>	<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
Blue	M0767	2007	EIDorado Aerotech 240	20	297581	1FDXE45P27DB05750
Red	M1250	2012	EIDorado ENC Aerotech	16/2	311432	1GB6G5BL0C1159341

EXHIBIT "F"

City of Fort Lauderdale Operating Funding - Housing Authority

1st Quarter Fiscal Year 2012-13

October 2012

Community Bus Service - (\$15.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly Funding (County)
1	HACFL - Blue	Mon-Fri	7:00a-11:30p; 12:30p-5:00p	90 min	9.00	21	\$15.00	\$ 2,835.00
1	HACFL - Red	Mon-Fri	7:00a-11:30p; 12:30p-5:00p	90 min	9.00	21	\$15.00	\$ 2,835.00
Sub-Total Monthly Funding								\$ 5,670.00

November 2012

Community Bus Service - (\$15.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly Funding (County)
1	HACFL - Blue	Mon-Fri	7:00a-11:30p; 12:30p-5:00p	90 min	9.00	19	\$15.00	\$ 2,565.00
1	HACFL - Red	Mon-Fri	7:00a-11:30p; 12:30p-5:00p	90 min	9.00	19	\$15.00	\$ 2,565.00
Sub-Total Monthly Funding								\$ 5,130.00

December 2012

Community Bus Service - (\$15.00/Hour)

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Monthly Funding (County)
1	HACFL - Blue	Mon-Fri	7:00a-11:30p; 12:30p-5:00p	90 min	9.00	20	\$15.00	\$ 2,700.00
1	HACFL - Red	Mon-Fri	7:00a-11:30p; 12:30p-5:00p	90 min	9.00	20	\$15.00	\$ 2,700.00
Sub-Total Monthly Funding								\$ 5,400.00

Sub-Total	\$ 16,200.00
Adjustments (for actual 381 hours operated in October 2012)	\$ 45
TOTAL QUARTERLY FUNDING	\$ 16,245



Name

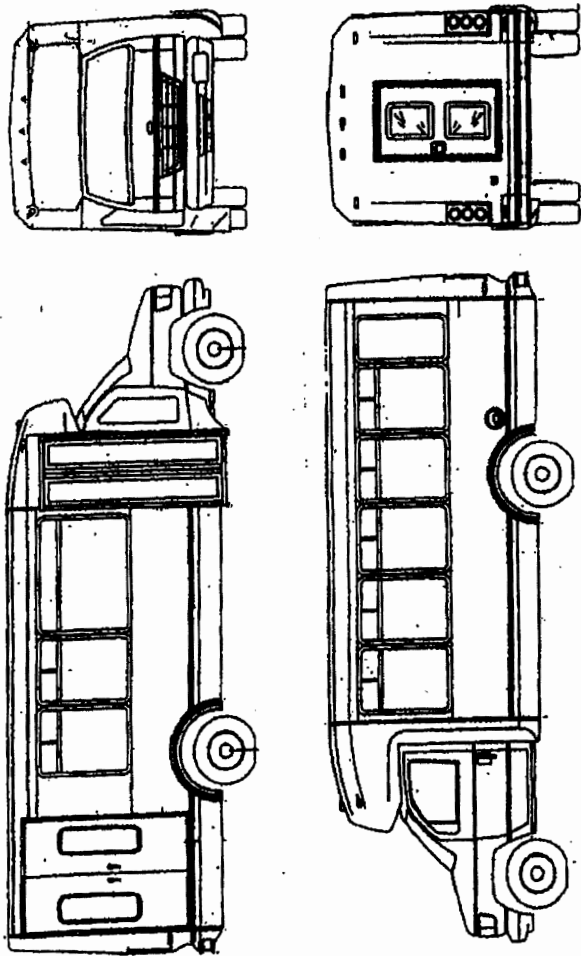
Transportation Planner

Title

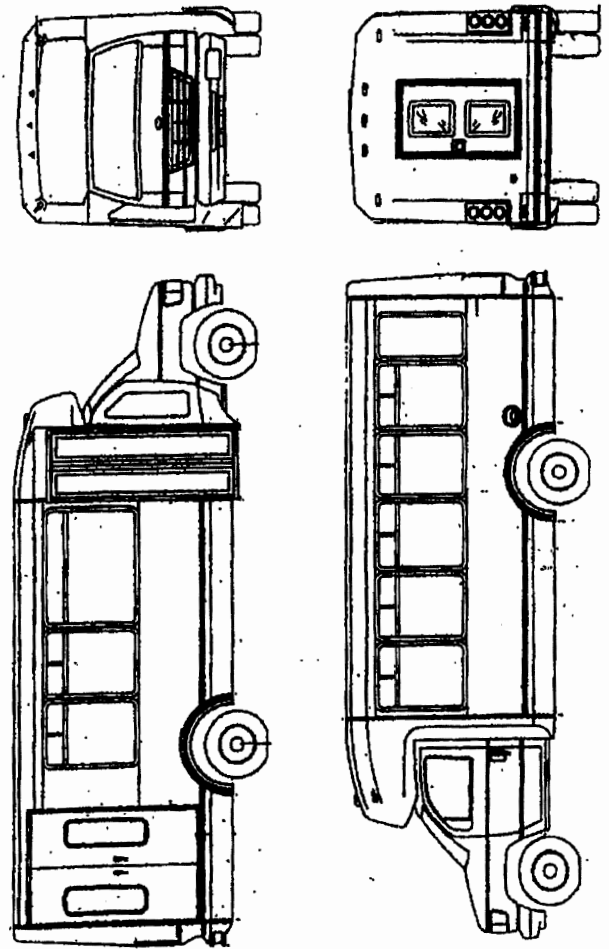
November 30, 2012

Date

**MARK AREAS
OF BODY
DAMAGE
ON THE BUS
ILLUSTRATION**



**MARK AREAS
OF BODY
DAMAGE
ON THE BUS
ILLUSTRATION**



RESOLUTION NO. 12-

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, AMENDING THE FINAL OPERATING BUDGET OF THE CITY OF FORT LAUDERDALE, FLORIDA, FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2012, AND ENDING SEPTEMBER 30, 2013, BY APPROPRIATING FUNDS AS SET FORTH IN CITY COMMISSION AGENDA MEMO #12-2641 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Resolution No. 12-175, adopted on September 18, 2012, the City Commission of the City of Fort Lauderdale adopted the Final Operating Budget of the City of Fort Lauderdale, Florida for the Fiscal Year beginning October 1, 2012, and ending September 30, 2013,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the Final Operating Budget of the City of Fort Lauderdale for the Fiscal Year beginning October 1, 2012, and ending September 30, 2013, is hereby amended by appropriating funds as set forth in Commission Agenda Memo #12-2641, copy of which is attached hereto and incorporated herein.

SECTION 2. That this Resolution shall be in full force and effect upon final passage.

ADOPTED this the ___ day of _____, 2012.

Mayor
JOHN P. "JACK" SEILER

ATTEST:

City Clerk
JONDA K. JOSEPH

