INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

CITY OF FORT LAUDERDALE

for

COMMUNITY BUS SERVICE

10-7-19 CR-9 14-1014

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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

DEFINITIONS AND IDENTIFICATIONS

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 <u>ROUTES</u>. 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)(I) 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 EMERGENCY RESPONSE PLAN: 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.
- I. 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."
- n. 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.
 - A Reckless Driving causing injury.
 - i. 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 <u>NONDISCRIMINATION ON THE BASIS OF DISABILITY</u>. 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.
- 3.6 <u>INSPECTIONS</u>. 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 <u>INSTALLATION OF EQUIPMENT</u>. 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:

- 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.
 - b. 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 <u>Rate of Interest</u>. 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 Luth day of County, 20 L, 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

Signature A Benns (d)
Signature (Date)
Risk Management Division

Jacqueline A. Binns

Print Name and Tribunahage

BROWARD COUNTY, by and through its Mayor

By

County, by and through the Mayor

Aday of No. 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

23rd day of OCTOBER

_, 2014

APPROVED AS TO FORM:

By

City Attorney

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

CITY:

AT	TEST:	,			ĭ
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7	City Cler	k		()	<i>~</i> ₽

(CORPORATE SEAL)

CITY OF FORT LAUDERDALE

By: Lee R. Feldman, City Manager

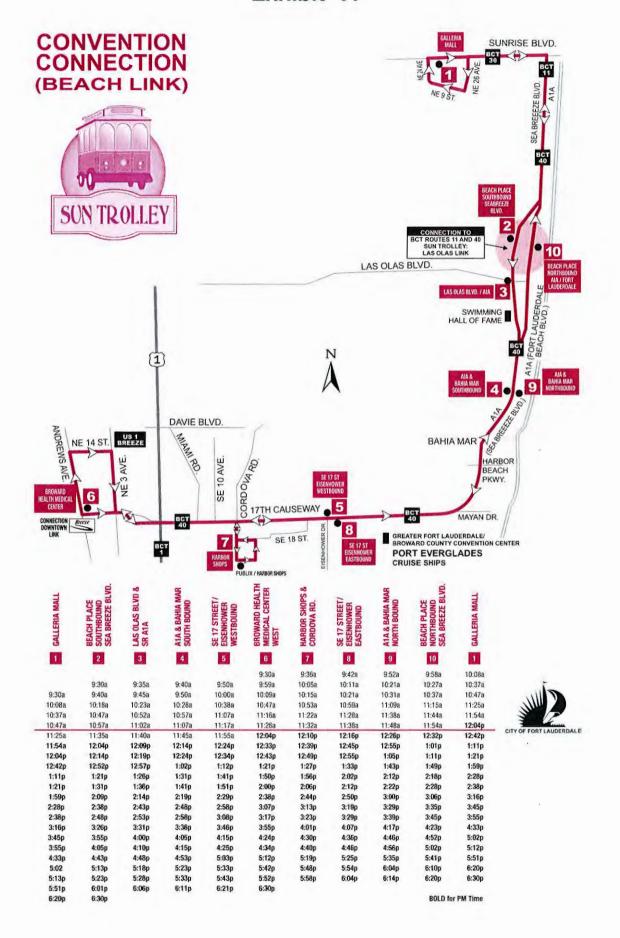
A3rd day of OCTOBER, 2014.

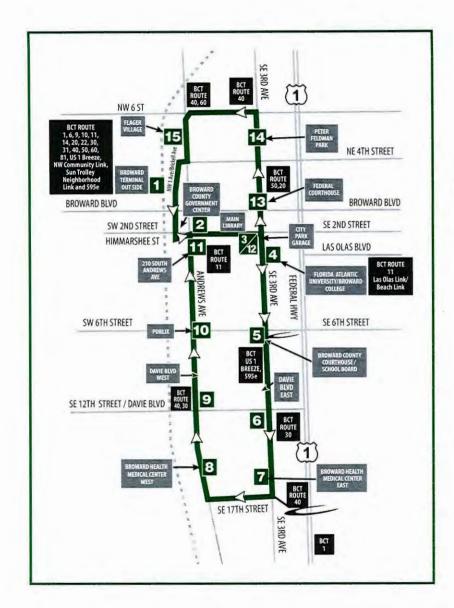
APPROVED AS TO FORM:

City Attorney

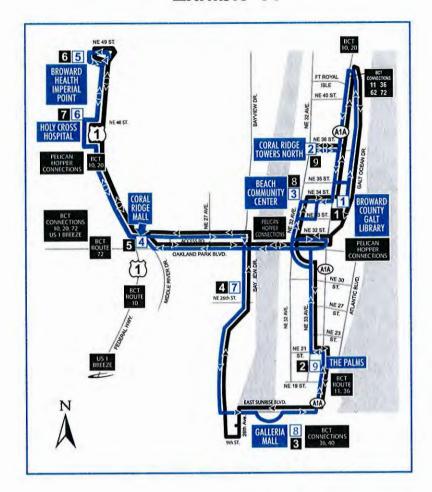
EXHIBIT "A"

Routes – Schedules & Maps





BROWARD TERMINAL OUTSIDE NW 1ST AVE	BROWARD COUNTY GOVERNMENT CENTER	CITY PARK GARAGE	FAU/BC DOWNTOWN CAMPUS	BROWARD COUNTY COURTHOUSE/ SCHOOL BOARD	DAVIE BLVD EAST	BROWARD HEALTH MEDICAL CENTER EAST	BROWARD HEALTH MEDICAL CENTER WEST	DAVIE BLVD WEST	PUBLIX ANDREWS & SE 6 ST	210 SOUTH ANDREWS AVE	CITY PARK GARAGE	FEDERAL COURTHOUSE	NE 5 ST & SE 3 AVE PETER FELDMAN PARK	FLAGER VILLAGE NW 5 ST & ANDREWS AVE	BROWARD TERMINAL OUTSIDE NW 1ST AVE
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	1
7:30a	7:33a	7:35a	7:37a	7:42a	7:45a	7:50a	7:54a	7:58a	8:01a	8:06a	8:09a	8:13a	8:15a	8:18a	8:20a
7:55a	7:58a	8:00a	8:02a	8:07a	8:10a	8:15a	8:19a	8:23a	8:26a	8:31a	8:34a	8:38a	8:40a	8:43a	8:45a
8:20a	8:23a	8:25a	8:27a	8:32a	8:35a	8:40a	8:44a	8:48a	8:51a	8:56a	8:59a	9:03a	9:05a	9:08a	9:10a
8:45a	8:48a	8:50a	8:52a	8:57a	9:00a	9:05a	9:09a	9:13a	9:16a	9:21a	9:24a	9:28a	9:30a	9:33a	9:35a
9:10a	9:13a	9:15a	9:17a	9:22a	9:25a	9:30a	9:34a	9:37a	9:39a	9:43a	9:45a	9:48a	9:49a	9:52a	9:53a
9:35a	9:37a	9:38a	9:39a	9:43a	9:45a	9:49a	9:52a	9:55a	9:57a	10:01a	10:03a	10:06a	10:07a	10:10a	10:11a
9:55a	9:57a	9:58a	9:59a	10:03a	10:05a	10:09a	10:12a	10:15a	10:17a	10:21a	10:23a	10:26a	10:27a	10:30a	10:31a
10:15a	10:17a	10:18a	10:19a	10:23a	10:25a	10:29a	10:32a	10:35a	10:37a	10:41a	10:43a	10:46a	10:47a	10:50a	10:51a
10:35a	10:37a	10:38a	10:39a	10:43a	10:45a	10:49a	10:52a	10:55a	10:57a	11:01a	11:03a	11:06a	11:07a	11:10a	11:11a
10:55a	10:57a	10:58a	10:59a	11:03a	11:05a	11:09a	11:12a	11:15a	11:17a	11:21a	11:23a	11:26a	11:27a	11:30a	11:31a
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11:55a	11:57a	11:58a	11:59a	12:03p	12:05p	12:09p	12:12p	12:15p	12:17p	12:21p	12:23p	12:26p	12:27p	12:30p	12:31p
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3:35p	3:37p	3:38p	3:39p	3:43p	3:45p	3:49p	3:52p	3:55p	3:57p	4:01p	4:03p	4:06p	4:07p	4:10p	4:11p
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4:35p	4:38p	4:40p	4:42p	4:47p	4:50p	4:55p	4:59p	5:03p	5:06p	5:11p	5:14p	5:18p	5:20p	5:23p	5:25p
5:00p	5:03p	5:05p	5:07p	5:12p	5:15p	5:20p	5:24p	5:28p	5:31p	5:36p	5:39p	5:43p	5:45p	5:48p	5:50p
5:25p	5:28p	5:30p	5:32p	5:37p	5:40p	5:45p	5:49p	5:53p	5:56p	6:01p	6:04p	6:08p	6:10p	6:13p	6:15p



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 RIDGE TOWERS NORTH	FLL BEACH COMMUNITY CENTER	CORAL RIDGE MALL ARRIVAL	CORAL RIDGE MALL DEPARTURE	BOWARD HEALTH IMPERIAL POINT	HOLY CROSS HOSPITAL	CORAL RIDGE MALL	NE 26 ST & BAYVIEW DR	GALLARIA MALL	THE PALMS NE 21 ST & AIA	FLL BEACH COMMUNITY CENTER	BROWARD COUNTY GALT LIBRARY
1	2	3	4	4	5	6	4	7	8	9	3	1
8:30a	8:35a	8:39a	8:51a	8:59a			8:59a	9:05a	9:11a	9:23a	9:27a	9:30a
9:30a	9:34a	9:37a	9:47a	9:52a	10:03a	10:11a	10:19a	10:25a	10:31a	10:43a	10:47a	10:50a
10:50a	10:55a	10:59a	11:11a	11:19a			11:19a	11:25a	11:31a	11:43a	11:47a	11:50a
11:50a	11:54a	11:57a	12:07p	12:12p	12:23p	12:31p	12:39p	12:45p	12:51p	1:03p	1:07p	1:10p
1:10p	1:15p	1:19p	1:31p	1:39p			1:39p	1:45p	1:51p	2:03p	2:07p	2:10p
2:10p	2:15p	2:19p	2:31p	2:39p			2:39p	2:45p	2:51p	3:03p	3:07p	3:10p
3:10p	3:14p	3:17p	3:27p	3:32p	3:43p	3:51p	3:59p	4:05p	4:11p	4:23p	4:27p	4:30p
w	ESTR	OUND	GALT	LINK	A		EAS	твои	ND G	ALT LI	NK A	

BOLD type indicates PM hours. *Last pick-up time at Hospitals: Holy Cross 3:51 p.m., Imperial Point 3:42 p.m.

Galt Link B

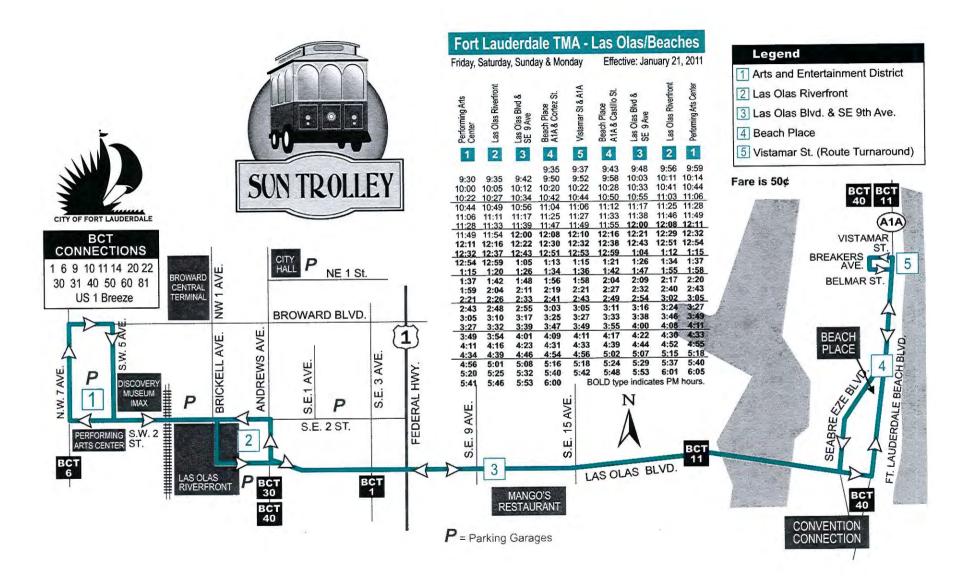
Community Bus Service Monday, Wednesday, Friday, Saturday & Sunday

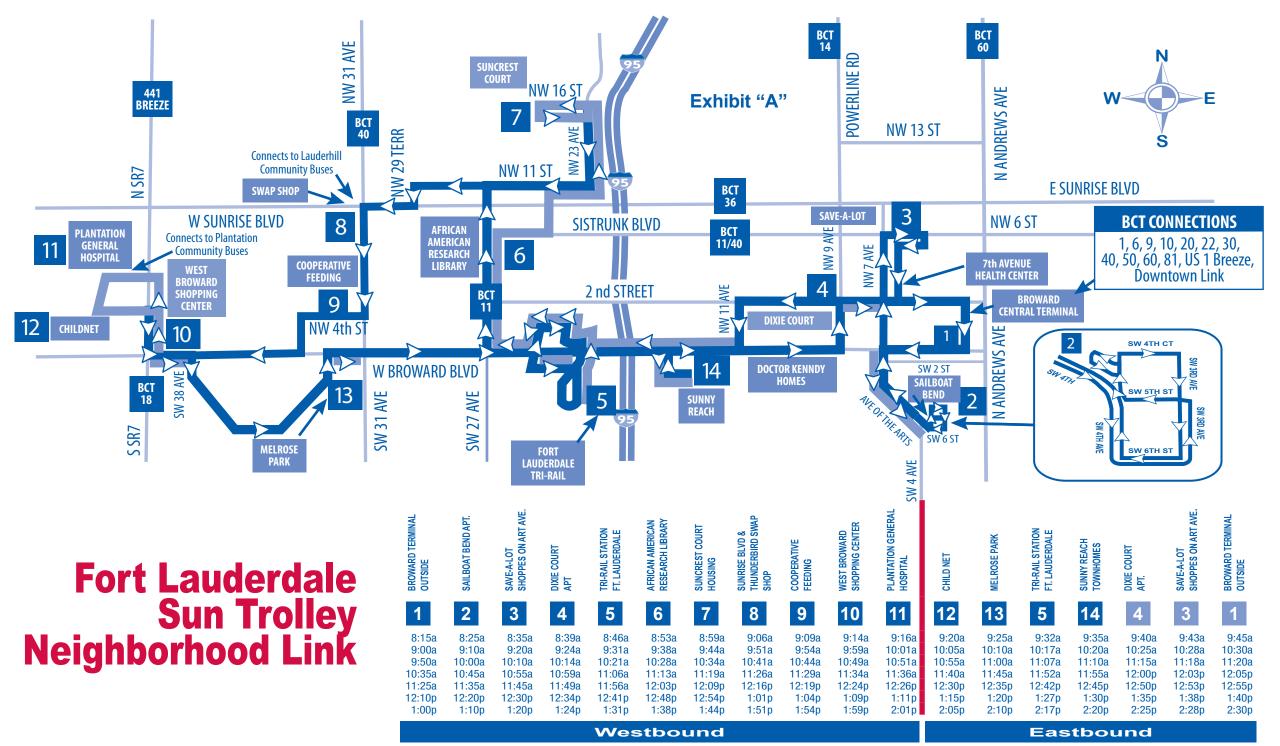


- Coral Ridge Mall
- The Palms
- · Broward County Galt Library
- · Holy Cross Hospital
- Broward Health Imperial Point

BROWARD COUNTY GALT LIBRARY	THE PALMS NE 21 ST 7 A1A	GALLARIA MALL	NE 26 ST BAYVIEW DR	CORAL RIDGE MALL ARRIVAL	CORAL RIDGE MALL DEPARTURE	BOWARD HEALTH IMPERIAL POINT	HOLY CROSS HOSPITAL	CORAL RIDGE MALL	FLL BEACH COMMUNITY CENTER	CORAL RIDGE TOWERS NORTH	BROWARD COUNTY GALT LIBRARY
1	2	3	4	5	5	6	7	5	8	9	1
8:30a	8:35a	8:47a	8:53a	9:01a	9:06a	9:17a	9:25a	9:33a	9:43a	9:46a	9:50a
9:50a	9:56a	10:08a	10:14a	10:20a	10:28a	4.11.5		10:29a	10:40a	10:44a	10:50a
10:50a	10:55a	11:07a	11:13a	11:21a	11:26a	11:37a	11:45a	11:53a	12:03p	12:06p	12:10p
12:10p	12:16p	12:28p	12:34p	12:40p	12:48p	10102		12:49p	1:00p	1:04p	1:10p
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2:10p	2:15p	2:27p	2:33p	2:41p	2:46p	2:57p	3:05p	3:13p	3:23p	3:26p	3:30p
3:30p	3:36p	3:48p	3:54p	4:00p	4:08p			4:09p	4:20p	4:24p	4:30p
	WEST	BOUN	D GAL	T LINK	В	E	ASTB	DUND	GALT	LINK B	1

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





^{*} Light blue timepoints indicate bus travels in both directions

EXHIBIT "B"

DRUG & ALCOHOL MODEL

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned 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 violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
 - The dangers of drug abuse in the workplace;
 - (ii) The offeror's 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 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 noto 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 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:
 - (1) 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).

STATE OF Florida

COUNTY OF Bround

The foregoing instrument was acknowledged before me this 18 day of August . 2014

by Catherine Debraud

(Name of person who's signature is being notarized)

as General Manager of First Transit

(Name of Corporation/Company)

known to me to be the person described herein, or who produced

(Type of Identification)

as identification, and who did/did not take an oath.

NOTARY PUBLIC:

A. Greer

Signature)

(Print Name)

MY EXI

CATHY A. GREEN
MY COMMISSION # EE 054900
EXPIRES: February 8, 2015
Bonded Thru Budget Nolary Services

My commission expires: February 8, 2015

(05/2014)

EXHIBIT "C"

SCHEDULE OF REPORTS

EXHIBIT "C"

Report	<u>Details</u>	<u>Frequency</u>	<u>Due</u>
Active Drivers	Current list of Vehicle Operators	Monthly	10th of each month *
Complaints	Detailed summary of all received complaints including: date of original complaint, contact information, description of complaint and complaint resolution	Monthly	10th of each month *
Drug & Alcohol Certification	Reports summarizing City's Drug and Alcohol testing program results to the BCT Drug and Alcohol Program Manager	Quarterly and Annually	Quarterly and Annually by February 15th
Fuel Usage	Fuel usage for all revenue service vehicles in gallons	Monthly	10th of each month *
Insurance	Valid insurance certificate in accordance with contract requirements	Annually	At time of applicable renewal
Invoice	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
Major Accidents and Incidents	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 supervisor's report, police report case number, and photos	As needed when qualifying events occur	72 hours after event
Motor Vehicle Report (MVR)	Driving record as compiled by State of Florida Department of Motor Vehicles on City's or Contractor's active drivers. This action is apart from normal background checks required for prospective new hires of bus operators	Semi-Annually	Every six (6) months
NTD Random Trips	Random sample trips with boarding and alighting details for NTD passenger mile calculation	Quarterly	October 1st, January 1st, March 1st, and June 1st
Operating Expenses	Detailed Operating expenses annual outlined per NTD guidelines for operations, maintenance, nonvehicle maintenance, administration	Annually	November 1st
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 *
Safety Certification	Notarized Safety Certifications to FDOT with a copy to County that attest to compliance with adopted Security Program Plan (SPP) and System Safety Program Plan (SSPP). The Safety Certifications shall comply with standards set forth in Rule14-90, 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		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
Convince Cummon Depart	Route detail daily passenger counts, revenue miles, vehicle miles, vehicle odometer readings, and missed service		10th of each month *
Service Summary Report	Certified inventory confirming Contracts / Grants Administrator's request on City's formal letterhead to the attention of Contracts / Grants Administrator	Monthly	Totil of each month
Vehicle Inventory (County)	at end of County's Fiscal Year Detailed inventory and edemeter readings on each revenue service vehicle	Annually	October 23rd
Vehicle Inventory (NTD)	Detailed inventory and odometer readings on each revenue service vehicle for NTD	Annually	November 1st
Vehicle Transactions	Confirmation of Vehicle transactions involving County Vehicles (loaners, Exchanges, Transfers and /or Returns) on County Approved Form	As needed when qualifying events occur	Next business day
*If the 10th of the Month falls on a we	eekend or a County observed holiday, then reports are due the following norma	l business day	

Notes:

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
611	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

(08/2014)

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 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, Taliahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

CO/AGY

10 - 76

T# 661023429

1288223

FLORIDA VEHICLE REGISTRATION

R/MK

late Type

L/FEID

TC2532 2006/FRHT

566000531-01

NVR

Intelessued 4/18/2011

BODY 4UZAB0BV16CW60316

NET WT

Plate Issued

DECAL

ÐΨ

30348

4/18/2011

TITLE OVW

2ND DL#

96042186 36608

607

Expires NO EXPIRATION

Reg. Tax Init, Reg. County Fee

Mail Fee Sales Tax

Tax Months 3.00 Back Tax Mos Credit Class Credit Months

48.85 Class Code

97

12

Voluntary Fees Grand Total

51.85

BROWARD COUNTY BOARD OF COUNTY OMMISIONERS

201 W COPANS RD

OMPANO BCH, FL 33069

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle.
- 2. 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 courtesy and are not required for renewal purposes.

IVR - COUNTY VEHICLES PLATE ISSUED X

RPT# CNTY# AGY# SUB#

6 MLS 3152 10 AUDIT#



APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TRANSACTION ID'S B#

2013299 661023321 1288223

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION #		MAKE or IFACTURER	WT/LENGTH	GVW/LOC							
96042186	4UZAB0BV16CW60316	2006 FRH	r	BU		30348						
DATE OF ISSUE TRANS	VEHICLE USE HULL PROPUL	SION FUEL	VESSEL TYPE	WATER	FL NUM	ABER	AUTH DESTRUCTION					
04 18 11 TRT	PRIVATE											
BROWARD 3201 W COP	Name & Address COUNTY BOARD OF COUNTY COI ANS RD BCH, FL 33069	MMISIONERS		1st	BIRTHDATE EX MO. DAY OWNER FL/DL# F.E.I.D.#	YEAR Y N	ALIEN RES.# 10 WNEH FL/DL# OR UNJT #					
	VOLUNTARY CONTRIBUTIONS											
Action Requested	t: TRANSFER TITLE	······································		AGENCY T FEE 4.75	73.50 F	0.00	GRAND TOTAL 78.25					
PREV. STATE	DATE ACQUIRED NEW USED	ODOMETER/VES	SEL MÅNUFACTU	JRER			DOMETER					
FL	04/13/2011 XX	14,463 MILES	04/08/2011 A	CTUAL			ECLARATION ERTIFICATION					
LIEN INFORMAT	ON DATE OF LIEN R	ECEIVED DATE	FEID # OR FL	/ DL AND SEX AN	ID DATE OF BIF	RTH DM	V ACCOUNT #					
NAME OF FIRST LIENHOLDS	:R:											
ADDRESS	• .	_	SALVAGE TYP	PE								
SELLER INFORM	ATION DEALER, OR OTHER PREVIOUS OWNER											
ADDRESS			- Levidan Pro-									
DEALER LICENSE NO.			CONSUMER OF	R SALES TAX EXE	EMPTION #	16031997	3553C					
SALES TAX AND TRANSFER OF TITE IS EXEMPT FROM FLORIDA SALES OF USE TAX FOR THE REASON(8) CHECKS	DE PURCHASER HOLDS VALI EXEMPTION CERTIFICAT VEHICLE / VESSEL WIL USED EXCLUSIVELY FOR	D UNF E IND L BE	L CATE TOTAL PUR PAID BALANCE DI CATE SALES OR FLORIDA STATU	JE SELLER, BAÑI USE TAX DUE AS	K OR OTHERS S PROVIDED BY	/CHAPTER \$	0.00					
I CERTIFY THAT THE CER I CERTIFY THAT THE MO	APPLICANT CERTIFICATION I WE HEREBY CERTIFY THAT THE VEHICLE/VESSEL 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 THIS MOTOR VEHICLE/VESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION. WE HEREBY CERTIFY THAT I/WE LAWFULLY OWN THE ABOVE DESCRIBED VEHICLE/VESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLE/VESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE. INVETURE THE TATTER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.											
HSMV 82041 REVISED 02/06	Signature of Applicant/Owner		·	Signature	ef Applicant/Co	-Owner						

FLORIDA

COUNTY

TROlley 607

CAM 18-0980 • Exhibit 4 Page 57 of 89 Trolley 608

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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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, Tullahassee, FL 32399. Surrendering the plate will prevent your driving privilege from being suspended.

LORIDA VEHICLE REGISTRATION

CO/AGY 10 / 6 T# 661023831

1288223

DECAL TC2533

BODY

NET WT

BU

TITLE **GVW**

96210228 36608

Expires NO EXPIRATION

Reg. Tax mit Reg. County Fee Mail Fce

48.85 Class Code Tax Months 3.00 Back Tax Mos 97 12

566000531-01 /FEID te Issued 4/18/2011

NVR

2006/FRHT

ATE

/MK

te Type

Plate Issued 4/18/2011

29748

2ND DL# 608

Sales Tax

B#

Credit Class Credit Months

Voluntary Fees Grand Total

51.85

OWARD COUNTY BOARD OF COUNTY **IMMISIONERS**

4UZAB0BV76CW60322

31 W COPANS RD

MPANO BCH, FL 33069

a replacement vehicle. Your registration must be updated to your new address within 20 days of moving.

IMPORTANT INFORMATION

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

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

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

AUDIT#

6 MLS 3152



APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

2013307 608 2013307 661023763 1288223 Tø ΘĦ

TITLE NUMBER	VEHICLE/VESSEL (DENTIFICATION # YR, MAKE					MANUFA			BODY TYPE	VEHICL	E COLOR	R WT/LENGTH		GVW/LOC
96210228	4UZAB0BV76CW	30322		2006	•	FRHT	***************************************		BU			29748		,
DATE OF ISSUE TRANS MO. DAY YEAR CODE		HULL PE	J	L ILSION		rueļ	VE8S TYP		WATE	€A '	FL NUN	MBER		ITH ESTAUCTION
04 18 11 TRT	PRIVATE						- Landard Land							Annual An
3201 W COP/	COUNTY BOARD		/ C C	DMMIS.	ION	IERS]		L	SEX 1st OW) 566000	•	YEAR Y X 9 OR 2nd		ENT CNTY ALIEN RES.# 10 EFI FL/DL# OR INIT#
The second secon									AGENCY FEE	TITLE	FEE S	SALES TAX	G T	PAND TOTAL
			******	n.a		***************************************		١	4,75		73.50	0.00		78.25
Action Requested	: TRANSFER TIT	LLE						Br	ands:		• :			
PREV. STATE FL	04/13/2011	1 1	ED XX	1		H/VESSE MILES O					Physical Action (1997)	CONTRACTOR AND A CONTRA	DE(OMETER LARATION (THECATION
LIEN INFORMATI	ON DATE	E OF LIEN		RECEIVE	D DA	ΙΤΕ	FEID # OF	FL:	DL AND S	EX AND D	ATE OF BUT	7T)-j	DMV.	ACCOUNT #
NAME OF FIRST LIENHOLDE	B:													
ADDRESS				.′			SALVAGE	TYF	Ě	·				
SELLER INFORMA NAME OF SELLER, PLORIDA		EVIOUS OWNE	P.				***************************************							
ADDRESS						***************************************								
DEALER LICENSE NO.						c	ONSUMER	ROF	I SALES TA	х ехемр	TION #	160319	9735	53C
SALES TAX AND TRANSFER OF TITL IS EXEMPT FROM FLORIDA SALES OR	EXEMPTIO	R HOLDS ' N CERTIF' / VESSEL	tca'	TE		UNPAII	D BALANCE	e Du Qr		BANK OF	OTHERS	Y S	*********	0.00
USE TAX FOR THE REASON(S) CHECKE	USED EXC	EXEMPT			TAI	•				•	☐ gi	ELLING P	RIÇE	VERIFIED
I CERTIFY THAT THE CERT	at the vehiclevessel to Dificate of title is lost o Or vehiclevessel was ri Elawfully own the abov	A DESTROYED. EPOSSESSED LPC E DESCRIBED VEH LEVVESSEL DESCR	N OEF ACLE/ NBED	Fault of t Vessel, as Above an	THE LI ND MU ND KEI	EN INSTRUM AKE APALICA INSTRUM	ent and is Ithon for to Older shor	NOW ITLE, WN A	(IH MY POSS) IF LIEN IS BE BOVE, LIVE F	EBŚION. EING RECÓI VIRTHER A	RDED NOTICI GREE TO DES	PENO THE TITLE /	EN THA	T THERE IS AN Y ALL CLAIMS.
	Signature of Applicant/Ov	vror				,			Sigi	nature of A	Applican i/ Co	-Owner		

LORIDA

COUNTY

Trolley 608

CAM 18-0980 Exhibit 4 Page 60 of 89

IMPORTANT_INFORMATION

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> 662944270 1292949

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FLORIDA VEHICLE REGISTRATION

		ICLL I		. COLLOI					
LATE	TC2538	DECAL		Ехр	ires NO EXPIR				
R/MK IN	2006/FRHT 4UZAB0BV060	BODY CW60324	BU .	TITLE	96041997	Reg. Tax Init. Reg.	48.85	Class Code Tax Months	97 12
late Type		NET WT	29748	GVW	36608	County Fee Mail Fee	3.00	Credit Class	
L/FEID ate Issued	566000531-01 5/4/2011	Plate Issued	5/4/2011	•		Sales Tax Voluntary Fees Grund Total	51.85	Credit-Months	*

BROWARD COUNTY BOARD OF COUNTY

OMMISIONERS 201 W COPANS RD OMPANO BCH, FL 33069

IVR - COUNTY VEHICLES

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle.
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CNTY# AGY# SUB# RPT# BGE 3164 6 10 AUDIT#



APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TRANSACTION ID'S

T#

B∦

2021592

662944121 1292949

							AILO							
TITLE NUMBER	VEHICLE/VESSEL ID	ENTIFICATIO	ON#	YR. MA	AKE .	MAKE MANUFAC		BODY TYPE	VEHICL	E COLOR	WT/LENGT	Н	GVW/	LOC
96041997	4UZAB0BV06CW	60324		2006	F	RHT		BU			29748			
DATE OF ISSUE TRAN MO. DAY YEAR CODE		HULL MATERIAL	PROP	ULSION	·FUI	EL	VÉSSEL TYPE	WAT	ER	FL NUI	MBER		JTH ESTAUCT	ION
05 04 11 TRT	PRIVATE			·										
BROWARD 3201 W COF	CH, FL 33069 VOLUNTARY CON TRANSFER TO DATE ACQUIRED 04/13/2011	ntributions		oņo	METER 44 MI	/VESSEL LES 04	MANUFACT /08/2011 /	AGENCY FEE 4.75 cands: URER	1st OW/	73.50	YEAR Y X # OR 2 SALES TAX 0.0	o O DE CEI	ALIEN JER FL/DL UNIT #	TAL 78.25
NAME OF FIRST LIENHOLD	ER:						, BALVAGE TY	PE	· · · · · ·					
SELLER INFORM NAME OF SELLER, FLORID ADDRESS DEALER LICENSE NO.		REVIOUS OV	VNER			CC	DNSUMER O	R SALES TA	AX EXEMP	T(ON#	16031	99735	553C	
SALES TAX AND TRANSFER OF TIT IS EXEMPT FROM FLORIDA SALES O USE TAX FOR THE REASON(S) CHECK	LE DURCHASI EXEMPTICE R USED EXC	ON CERT	IFICA EL WI LY FO	TE LL BE		UNPAID	E TOTAL PU BALANCE D E SALES OF RIDA STATI	UE SELLER I USE TAX C	, BANK OF	OTHERS	IY	\$		O.
I CERTIFY THAT THE CER	HAT THE VEHICLE/VESSEL TO NTIFICATE OF TITLE IS LOST O NTOR VEHICLE/VESSEL WAS F	OR DESTROYÉ REPOSSESSED DVE DESCRIBED CLEVESSEL DI PERJURY, I DEC	O, UPON DE YEH(CLE ESCRIBEC	FAULT OF VESSEL, A ABOVE AN	THE LIEN ND MAKE	INSTRUME APPLICAT BY LIENHO	NT AND IS NO ION FOR TITLI LDER SHOWN	WIN MY POSS E. IF LIEN IS B ABOVE, IWE I	BESSION. IEING RECOI FURTHER AI HE FACTS S	RDED NOTIC GREE TO DE	ARE TRUÉ.	IVEN THA	AT THERE K	S AN UMS.

Trolley 609

IMPORTANT_INFORMATION

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

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CO/AGY

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661024464 T#

1288223

LORIDA VEHICLE REGISTRATION

R/MK 2006/FRHT

NVR

LATE

late Type

'IN

BODY

DECAL 4UZAB0BV46CW60326

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29740

TITLE GVW

96210623 36608

Expires NO EXPIRATION

Reg. Tax Init. Reg. Mail Fee

County Fee Sales Tax

Tax Months 3.00 Back Tax Mos Credit Class Credit Months

48.85 Class Code

97

12

566000531-01 LIFEID ate Issued 4/18/2011

TC2535

Plate Issued 4/18/2011

NET WT

2ND DL#

611

Voluntary Fees Grand Total

51.85

ROWARD COUNTY BOARD OF COUNTY OMMISIONERS

201 W COPANS RD

OMPANO BCH, FL 33069

IMPORTANT INFORMATION

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IVR - COUNTY VEHICLES PLATE ISSUED X CNTY# AGY# SUB# FIPT# 10 б MLS 3152

AUDIT#



STATE OF FLORIDA

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TRANSACTION IO'S TROLLEY
3 2013315 6||

2013315 661024398 1288223 8

APPLICATION FOR VEHICLE/VESSEL CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLE/VESSEL IDENTIFICA	TION # YR. MAKE	MAKE or MANUFACTURER	BODY TYPE	VEHICLE COLOR	WT/I,ENGTI€	GVW/LOC
96210623	4UZAB0BV46CW60326	2006	FRHT	BU		29748	
DATE OF ISSUE TRANS	VEHICLE USE HULL MATERIA	PROPULSION L	FUEL VE\$SEL	WATI	ER FL NUME		AUTH DESTRUCTION
04 18 11 TRT	PRIVATE		4444444				
			-	T with 4885.6	BIRTHDATE SEX MO. DAY Y		DENT CNTY ALIEN RES.#
	COUNTY BOARD OF CO	UNTY COMMISION	VERS			x	[01]
3201 W COP. POMPANO I	ANS RD BCH, FL 33069				1st OWNER FLIDL# (OR 2nd OW	/NEA FL/DL# OR UNIT #
					566000531-01	e di Administra	
	VOLUNTARY CONTRIBUTE	ONS		J on.			
				AGENCY FEE	TITLE FEE SA	ILES TAX	GRAND TOTAL
,				4,75	73.50	0.00	78.25
Action Requested	1: TRANSFER TITLE		.	rands:			•
PRIEV. STATE	DATE ACQUIRED NEW 04/13/2011		er/vessel manufact MTLBS 04/08/2011		W. W		DOMETER ECLARATION ERTIFICATION
LIEN INFORMAT	ION DATE OF LIER	N PIEGEIVED D	ATE FEID#ORFI	L/DL AND SI	EX AND DATE OF BIRT	тн рмч	V ACCOUNT #
NAME OF FIRST LIENHOLDE	:R:						Age e vocation and a second
ADDRESS	•	· ·	SALVAGE TO	ምE			-
SELLER INFORM NAME OF SELLER, FLORIDA	ATION DEALER, OR OTHER PREVIOUS	OWNER			***************************************		
ADDRESS							
DEALER LICENSE ND.			CONSUMERIO	IFI SALES TA	X EXEMPTION #	160319973	1553C
SALES TAX AND			INDICATE TOTAL PU UNPAID BALANCE D		ICE, INCLUDING ANY BANK OR OTHERS	3	
TRANSFER OF TITI IS EXEMPT FROM	EXEMPTION CER	TIFICATE	INDICATE SALES OF 212, FLORIDA STATI		UE AŞ PROVIDED BY (CHAPTER S	0.00
FLORIDA SALES OF USE TAX FOR THE REASON(S) CHECKE	USED EXCLUSIV	ELY FOR RENTAL	.	ı	8£1	LLING PRIC	E VERIFIED
I CERTIFY THAT THE CERT	AT THE VERCLE/VESSEL TO BE TITLE! (KICATE OF TITLE IS LOST OR DESTRIC	YED.					
WAT HEREBY CERTIFY THAT IM	ióm veniclevessel was ræpossess e Lawfully own the above describ ment involving the veniclevessei	BED VEHICLEIVESSEL, ANO M	AKE APPLICATION FOR TITL	E. If Lien is be	ING RECORDED NOTICE (IS HEREBY GIVEN TI	HAT THERE IS AN' NAT ALL CLAIMS
MANAGEMENT OF THE MENT OF THE	UNDER PENALTIES OF PERJUNY, I S	,					/
HSMV 02041 REVISED 02/00	Signature of Appticant/Owner	talling		Sign	naturo of Applicant/Co-C	2wner	

COUNTY

Trolley 611

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

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.

CO/AGY 10 / 6

1# 661024818

48.85 Class Code

1288223 B#

LORIDA VEHICLE REGISTRATION

TC2536

DECAL

Expires NO EXPIRATION

RMK ١N late Type

LATE

2006/FRHT BODY 4UZAB0BV26CW60325 NVR NET WT BU

TITLE **GVW**

96210465 36608

Reg. Tax Init. Reg. County Fee

Tax Months 3.00 Back Tax Mos

97

12

29748

Mail Fee Sales Tax

Credit Class

Credit Months

LFEID 566000531-01

ate issued 4/16/2011 Plate Issued

4/16/2011

2ND DL# 612

Voluntary Fees

Grand Total

51.85

ROWARD COUNTY BOARD OF COUNTY ommisioners 201 W COPANS RD

OMPANO BCH, FL 33069

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

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

IMPORTANT INFORMATION

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

a replacement vehicle.

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VA - COUNTY VEHICLES PLATE ISSUED X CNTY# AGY# SUB# RPT# MLS 3152 10 6 AÙDIT#



STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL

TRANSACTION ID'S	
	_

T#

8#

2013319 661024759 1288223

t		CERTIFICATE OF TITLE								
TITLE NUMBER	VEHICLE/VESSEL IDENTIFICATION	ON# YR. MAKE	MAKE or MANUFACTURER	BODY V	EHICLE COLOR	WT/LENGTH	GVW/LOC			
96210465	4UZAB0BV26CW60325	2006	FRHT	BU		29748				
DATE OF ISSUE TRANS MO. DAY YEAR CODE		PROPULSION FU	DEL VESSE TYPE		FL NUM		AUTH DESTRUCTION			
04 18 11 TRT	PRIVATE									
BROWARD 3201 W COP	BCH, FL 33069		ers	1:	SIRTHDATE SEX MO. DAY	YEAR Y N	ALIEN RES.# 10 VNER FL/DL# OR UNIT #			
	VOLUNTARY CONTRIBUTION	S 		AGENCY	TITLE FEE S.	ALES TAX	GRAND TOTAL			
				4.75	73.50	0.00	78.25			
Action Requested: TRANSFER TITLE Brands:										
PREV. STATE FL	04/13/2011 NEW '	1 1	Vessel manufac ILES 04/08/2011			ΠО	DOMETER ECLARATION ERTIFICATION			
LIEN INFORMAT	TON DATE OF LIEN	RECEIVED DATE	E FEID#ORI	FL/DL AND SEX	AND DATE OF BIR	тн ом	V ACCOUNT #			
NAME OF FIRST LIENHOLD	ER:									
ADDRESS			SALVAGET	TYPE						
SELLER INFORM NAME OF SELLER, FLORIDA ADDRESS	IATION a dealer, or other previous on	WNER								
DEALER LICENSE NO.			CONSUMER	OR SALES TAX E	XEMPTION #	160319973	3553C			
SALES TAX AND		a valto	INDICATE TOTAL P UNPAID BALANCE			' \$				
TRANSFER OF TITLE PURCHASER HOLDS VALID IS EXEMPT FROM EXEMPTION CERTIFICATE INDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER \$ 0.00 FLORIDA SALES OR VEHICLE / VESSEL WILL BE										
USE TAX FOR THE REASON(S) CHECK	USED EXCLUSIVE ED 🛛 OTHER EXEMP			•	☐ se	LLING PRI	CE VERIFIED			
APPLICANT CERTIFICATION WE HEREBY CERTIFY 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 THIS MOTOR VEHICLEVESSEL WAS REPOSSESSED UPON DEFAULT OF THE LIEN INSTRUMENT AND IS NOW IN MY POSSESSION. IMPEREBY CERTIFY THAT INVEL LAWFULLY OWN THE ABOVE DESCRIBED VEHICLEVESSEL, AND MAKE APPLICATION FOR TITLE. IF LIEN IS BEING RECORDED NOTICE IS HEREBY GIVEN THAT THERE IS AN EXISTING WRITTEN LIEN INSTRUMENT INVOLVING THE VEHICLEVESSEL DESCRIBED ABOVE AND HELD BY LIENHOLDER SHOWN ABOVE, INVE FURTHER AGREE TO DEFEND THE TITLE AGAINST ALL CLAIMS. UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.										
	Signeture of Applicant/Owner			Signati	ure of Applicant/Co-		<u>-</u>			
HSMV 82041 REVISED 02/06										

LORIDA

Trolley 612

IMPORTANT INFORMATION

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662944994

1292949

FLORIDA VEHICLE REGISTRATION

PLATE

TC2539

DECAL

Expires NO EXPIRATION

/R/MK /ÍΝ Plate Type NVR

COMMISIONERS

201 W COPANS RD

OMPANO BCH, FL 33069

2006/FRHT

BODY 4UZAB0BV66CW60327

NET WT

ΒU

TITLE **GVW** 29748

96210805 36608

Reg. Tax Init. Reg. County Fee

Mail Fee

CO/AGY

48.85 Class Code

97 Tax Months 12

3.00 Back Tax Mos Credit Class Credit Months

Sales Tax Voluntary Fees

Grand Total

51.85

DL/FEID 566000531-01 Date Issued 5/4/2011

Plate Issued

5/4/2011

IMPORTANT INFORMATION

- 1. The Florida license plate must remain with the registrant upon sale of vehicle.
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BROWARD COUNTY BOARD OF COUNTY

IVR - COUNTY VEHICLES PLATE ISSUED X CNTY# AGY# SUB# RPT# 6 10 BGE 3164 AUDIT#



TRANSACTION ID'S

2021600 662944847

1292949

B#

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEI
CERTIFICATE OF TITLE

	W115778FM2***		·		·					
TITLE NUMBER	VEHICLE/VESSEL	DENTIFICATIO	N #	YR, M	AKE MAN	MAKE or IUFACTURER	BODY TYPE	VEHICLE COLOR	WT/LENGTH	GVW/LOC
96210805	4UZAB0BV66CY	¥60327	l	2006	FRI	TT.	BU		29748	7.00
DATE OF ISSUE TRANS MO. DAY YEAR CODE	VEHICLE USE	HULL MATERIAL	PROPI	JEGION	FUEL	VESSE TYPE		TER FL NU	MBER	AUTH DESTRUCTION
05 04 11 TRT	PRIVATE									
3201 W COPA POMPANO B	OUNTY BOARI INS RD CH, FL 33069 VOLUNTARY OF	ONTRIBUTION:	3			1	AGENCY FEE 4.75 Brands:	SEX MO. DAY 151 OWNER FLIDL F.E.I.D.# 566000531-01 TITLE FEE 73.50	Y RABY	GRAND TOTAL
PREV. STATE	04/13/2011	NEW	USED XX	. [essel manufac S 04/08/2011		L		ÓDOMETER DECLARATION CERTIFICATION
LIEN INFORMATION NAME OF FIRST LIENHOLDER ADDRESS SELLER INFORMA NAME OF SELLER, FLORIDA I ADDRESS	ATION	PREVIOUS OV			ED DATE.	SALVAGE		SEX AND DATE OF BI		OMV ACCOUNT #
DEALER LICENSE NO.						CONSUMER	OR SALES T	AX EXEMPTION #	1603199	73553C
TRANSFER OF TITLE PURCHASER HOLDS VALID IS EXEMPT FROM EXEMPTION CERTIFICATE N					NDICATE TOTAL PURCHASE PRICE, INCLUDING ANY \$ INPAID BALANCE DUE SELLER, BANK OR OTHERS NDICATE SALES OR USE TAX DUE AS PROVIDED BY CHAPTER \$ ().(0) 12, FLORIDA STATUTES SELLING PRICE VERIFIED					
APPLICANT CERTIFY WE HEREBY CERTIFY THAT (CERTIFY THAT THIS MOTE (CERTIFY THAT THIS MOTE WE HEREBY CERTIFY THAT INVE EXISTING WRITTEN LIEN RISTRUM	IT THE VEHICLE/VEIGEL FICATE OF TITLE IS LOS OR VEHICLE/VESSEL WAY LAWFULLY OWN THE AE IENT INVOLVING THE VE	T ON DESTROYE 3 REPOSSESSED ROYE DESCRIBER NICLEWESSEL D 1 PERJUAY, I DEC	D. UPON DE VEHICLE ESCRIBEI	PAULT OF WESSEL, ABOVE A	The Lien ins AND MAME AF ND HELD BY I	TRUMENT AND IS N PLICATION FOR TH LIENHOLDER SHOW	MOW IN MY POS ILE, IP LIEN IS IN ABOVE, IMM INT AND THAT	SBESSION.	ARE TRUE.	N THAT THERE IS AN GAINST ALL CLAIMS.

DAIDA

Trolley 613

Trolley 614

IMPORTANT INFORMATION

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> 10 / 6 CO/AGY

661025155 Τ#

13# 1288223

LORIDA VEHICLE REGISTRATION

DECAL

Expires NO EXPIRATION

2006/FRHT **BODY** MK! 4UZAB0BV86CW60328 NVR NET WT ite Type /FEID 566000531-01

ite Issued '4/18/2011

TC2537

 Δ TE

BU 29748

Plate Issued 4/18/2011

TITLE GYW

614

2ND DL#

96210930 36608

Reg. Tax Init. Reg. County Fee Mail Fee Sales Tax

48.85 Class Code Tax Months 3.00 Back Tax Mos

Credit Class

Credit Months

97

12

Voluntary Fees Grand Total 51.85

ROWARD COUNTY BOARD OF COUNTY

OMMISIONERS 01 W COPANS RD OMPANO BCH, FL 33069 IMPORTANT INFORMATION

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/R - COUNTY VEHICLES PLATE ISSUED X

10	6	MLS	3152
AUDIT	*		



STATE OF FLORIDA APPLICATION FOR VEHICLE/VESSEL

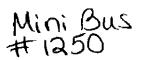
L# T# 2013321 661025079 1288223

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TITLE NUMBER	VEHICLE/VESSEL IDEA	MFKCATKO	Ν# '	YA. MAI	KE MAI	MAKE NUFAC	or Turier		KODY TYPE	,	VEHICL	E COLO	n wt,	LENGTH)	gVW/L0)C
96210930	4UZAB0BV86CW60	328	2	2006	FRI	НΤ			BU				29	748	/		
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Q4 18 11 TRT	PRIVATE		-													***************************************	**************************************
												BIRTHDA MO. DA	ATE AY YEAR		RESIDENT N ALI		NTY ES.#
BROWARD	Name & Address COUNTY BOARD O	F COUN	TY COM	4MISI	ONERS				,					X			0
3201 W COP POMPANO I	ANS RD BCH, FL 33069											NER FL/I F.E.I.D.#		2no	OWNER UNIT		OR
										50	56000	531-01					
	VOLUNTARY CONTI	RIBUTIONS	\$							Ia.			***************************************				received the rest of
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	A AMERICAN AND A SECOND AND A SECOND AS A					***		4.	75			73.50		0.00		78	3.25
Action Requested	1: TRANSFER TITI	Æ					I	3ra	nds :	•		•					
PREV. STATE	DATE ACQUIRED 04/13/2011	NEW	USED	1			MANUFAC 708/2011			I.		*****			ODOME DECLAR	NOTAF	
LIEN INFORMAT		OF LIEN	<u> </u>	ECEIVET	Water Control of the	**····································	EID#OR/				' AND F	ATE OF	ele T u		CERTIF		*****************
NAME OF FIRST LIENHOLDS		OI CICIT	110	LOCIVE	JUNIC	•	L. L. F. OIL	L , D	JE MIL	, 00.		IATE OF	Onne		DINIY KOO	QQIVI I	
ADDRESS						S	ALVAGE T	TYPE		****			······································			*********	
															*		
SELLER INFORM NAME OF SELLER, FLORIDA		vro auorv	VNER									· · · · · · · · · · · · · · · · · · ·			4.4.	=	
ADORESS						ļ											
DEALERI LICENSE NO.							NSUMER I	on s	ALES	TAX	EXEMP	TION#		160319	9735530	3	
SALES TAX AND	USE REPORT	V∩th	<i>c</i> i 1787.T1	n			E TOTAL P BALANCE							s			
IS EXEMPT FROM FLORIDA SALES O	OITGMAKA	I CERT	IFICATI	E			E SALES C RIDA STAT			(DUE	A\$ PF	l ⊙∀ iDED	BY CHA	PTER \$			0.00
USE TAX FOR THE REASON(8) CHECK	USED EXCI	LUS IVE EXEMP		RENT	ŗal								SELLI	ING PE	RICE V	Erlf	'ied
APPLICANT CERTI	FICATION HAT THE VEHICLE/VESSEL TO B	E Tim So 4	MI NOT BE O	'spenare	ኮ ሀይያነ ተጣ	ž pjini v	C HRZHINOV	E/WAT	(FDWAY	es no	THIS ST	ATE.	***				
CENTRY THAT THE CEN	THE VEHICLE VESSEL FOR THE CATE OF TITLE IS LOST OR THE VEHICLE VESSEL WAS REI	DESTROYE	ED,														
I WE HEREBY CERTIFY THAT I'M EXISTING WAITTEN LIEN INSTRU	RE LAWFULLY OWN THE AROVE	DESCRIDED	VEHICLE/VE	SSEL, AF	ID MAKE AP	PLICAT	ON FOR TIT	LE IP	LIEN IS	Bein	O PLECO	HDED NOT GREE TO	TICE (S ME DEFENO T	AEBY GIVE HE TITLE A	N THAT TH QAINST AL	ERIE (SI A LICLAIM	N 9.
	Under Penalties of Per	NUMY, I DEC	LARE THAT	HAVE RE	EAD THE FO	qegdin	ig documen	MA TR	D THAT	THE	FACTS 9	TATED IN	IT ARE TR	IVE.	,		
HSMV 82041 REVISED 02/0	Signature of Applicant/Owr	ner	<u> </u>				~~~~**********************************			Signa)	ture of /	YpplicanV	Со-Омпе	r		***************************************	

LORIDA

Trolley 614



IMPORTANT INFORMATION

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FLORIDA VEHICLE REGISTRATION

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

PLATE	107696	DECA	L	Exp	ires NU EXPIRA	THUN			
YR/MK VIN	2012/ELDO 1GB6G5BL0C	BODY 1159341	BU	TITLE	109491052	Reg. Tax Init. Reg,	48.85	Class Code Tax Months	97 12
Plate Type	NVR	NET WT	10728	GVW	14200	County Fee Mail Fee	3.00	Back Tax Mos Credit Class	
DL/FEID Date 1ssued	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

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NVR - COUNTY VEHICLES PLATE ISSUED X

CNTY# AGY# SUB# RPT# 10 EPS 3476

AUDIT#

10101007# 1920 L# 2239885 T# 718641619 B# 1421078

9654239

STATE OF FLORIDA
APPLICATION FOR VEHICLE/VESSEL
CERTIFICATE OF TITLE

TITLE NUMBER	VEHICLEMESSEL	ESSEL IDENTIFICATION # YR, MAKE MAKE OF BODY VEHICLE COLO MANUFACTURER TYPE			COLOR	WT/LENGTH	GVW/LOC				
109491052	1GB6G5BL0C11	59341		2012	ELDO	~*************************************	BU			10728	
DATE OF ISSUE TRAI		HULL MATERIAL	PROPUL	SION	FUEL	VESSEL TYPE	- W4	J L	FL NUM	BER	AUTH DESTRUCTION
08 02 12 OR	PRIVATE			Hermon Held Bankon Line							•••
BROWARI 3201 W CO	rs Name & Address O COUNTY BOAR) PANS RD BCH, FL 33069	D OF COU	NTY CO	MMISION	NERS			SEX N	RTHDATE IO. DAY ER FL/DL# E.LD.#	YEAR Y	RESIDENT CNTY N ALIEN RES.# 10 10 10 10 10 10 10 10 10 10 10 10 10
	VOLUNTARY C	ONTRIBUTION	ı¢.					1			* *** *********************************
	**************************************					-	AGENCY	TITLE F	EE S/	ALES TAX	GRAND TOTAL
000 - 000 -						novaccacinamina cocaccinamina	FEE 4.75	73	.50	0.00	78.25
Action Requests	ea: ORIGNEW T	TLE	******	······································		l B	rands:	J [L	······································	
ç			I			^^^					
PREV, STATE	06/21/2012	NEW	USED	Photography Assistant	er/vessel! IULES 06/2						ODOMETER DECLARATION CERTIFICATION
LIEN INFORMA	rion D	ATE OF LIEN). Fi	ECEIVED DA	ATE FI	EID # OFI F	L/DL AND	SEX AND DAT	re of ein	TH C	DMV ACCOUNT #
NAME OF FIRST LIENHOU	DER:										
ADDRESS					Su	ALVAGE TY	'PE				, v.c
SELLER INFORM NAME OF SELLER, FLORIC ADDRESS		PREVIOUS OV	PA								
					ACCUMENTATION AND ACCUMENTATION ACCUMENTATION AND ACCUMENTATION AND ACCUMENTATION ACCU						
DEALER LICENSE NO.					CON	NSUMER O	R SALES T	AX EXEMPTIO	ON #		***************************************
SALES TAX ANI TRANSPER OF TIT IS EXEMPT FROM	LE DURCHAS	er Ho <u>l</u> d Con Cert			UNPAID B	ALANCE D	UE SELLEF LUSE TAXI	RICE, INCLUI R, BANK OR C DUE AS PROV	THERS	\$ CHAPTER S	0.00
FLORIDA SALES O USE TAX FOR THE REASON(S) CHECK	used e	e / Vess Kclusive Other	LY FOR		•	RIDA STATU	JIES	,	o se	LLING PR	ICE VERIFIED
I CERTIFY THAT THE CE	HAT THE VEHICLE/VESSEL ' HTTFICATE OF TITLE IS LOS')TOR VEHICLE/VESSEL WAS VELAWFULLY OWN THE AB	T OR DESTROYE REPOSSESSED OVE DESCRIBED RICLEVESSEL DI	D, UPON DEFAU O VEHICLE/VES ESCRIBED AS	ILT OF THE LI SSEL, AND MA QVE AND HEI	en instrument Ne applicatio LO BY LIENHOLD	T AND IS NO MI FORITITU MER SHOWN	WIN MY POSI E. IF LIEN IS E ABOVE, IWE	SESSION. BEING RECORDI FURTHER AGRI	ED NOTICE I EE TO DEFE	ND THE TITLE AC	N THAT THERE IS AN CAINST ALL CLAMPS.
	* :	^				*******		···	B		
HSMV 82041 REVISED 02/0	Signature of Applicant/ 6 SCAN		MVT				Sit	gnature of App	wcanvGo-C	AMI ISE	

Mini Bus#1250

EXHIBIT "E"

PRE & POST TRIP INSPECTIONS INFORMATION

BOARD OF COUNTY COMMISSIONERS BROWARD COUNTY, FLORIDA TRANSPORTATION DEPARTMENT

OPERATORS' BUS PRE-INSPECTION REPORT

MAN	E:		DATE:		1.4	
BUS	NO.:		RUN NO	.:	<u> </u>	
EX	NONE	1	NO A/C		AIR BAG	
雤	USED	AC/HEAT	NO DEFROSTER	SUSP.	KNEELER	
E	JAMMED	A A	NO HEAT	٠,	LEANS L/R	
E65	LOOSE		FOOT		DAMAGE WORN	
FAREBOX REGISTER	NOT REGISTERING	83	PARKING	TIR	FLAT TIRE/LOW	
FA	NO READOUT	BRAKES	NOISY	, 1	LUG NUTS	
	AſR		NO INTERLOCK		HARD SHIFTING	
83	OIL		PULLS L/R		NOISY	
GAUGES	SPEEDOMETER		WON'T TRANSMIT	TRAMS.	NO REVERSE	
3	TEMPERATURE	RADIO	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	NIM	OTHER	
LIGHTS	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE	
] =	TAIL/BRAKE		WON'T OPEN	₽	STREAKS	
	TURN SIG.		NO POWER		CUT SEAT	
	DASHBOARD	اسا	OVERHEATS	늘	SEAT BELT	
S	INSIDE	ENGINE	SMOKES	SEAT	PASSENGER	
MIRRORS	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK	
蓋	OUTSIDE RIGHT		WATER/OIL LEAK	<u>ر</u>	HARD	
SIGN	FRONT	뚲	NOISY	STEE	LOOSE	
71. S	REAR	WCHR.	WON'T CYCLE	<i>S</i>	SHIMMY	
DEST.	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

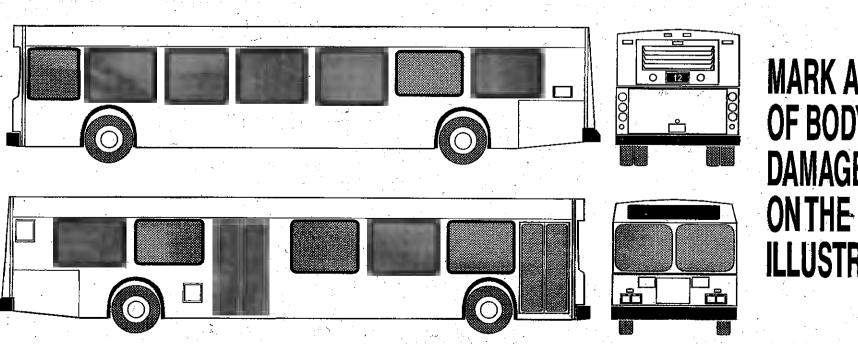
EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

NOTES:	
702-247	2/09

BROWARD COUNTY DIVISION OF MASS TRANSIT

OPERATOR'S BUS DEFECT REPORT

N/	M	E				DAT	Έ
BU	Sf					RUN	#
EXT		NONE	Ţ		NO AC	П	AIR BAG
FIRE	T	USED	AS/	H	NO DEFROSTER		KNEELER
TER		JAMMED	7	٢	NO HEAT		LEANS L/R
REGIS	П	LOOSE	T	T	FOOT	\sqcap	DAMAGED/WORN
FAREBOX REGISTER		NOT REGISTERING	_ [Γ	PARKING	貿	FLAT TIRE/LOW
FARE	П	NO READOUT	BRAKES		HOISY	1 [LUG NUTS
-		AIR]‴		NO INTERLOCK	П	HARD SHIFTING
S		OIL			PULL\$ L/R] [HOISY
GAUGES		SPEEDOMETER			WON'T TRANSMIT	TRAINS	NO REVERSE
9		TEMPERATURE	3		WON'T RECEIVE		SLIPPING
15.		VOLTS			OTHER		OIL LEAK
		HEADLIGHTS			TOO FAST	Ш	WON'T SHIFT
		DOME	را	Ц	TOO SLOW	NDOWS	BROKEN
S		MARKER/SIGN			WON'T CLOSE		OTHER
LIGHTS		FAREBOX	<u> </u>		SENSITIVE EDGE	WIPERS	INOPERATIVE
_		TAIL/BRAKE		L	WON'T OPEN	\$	STREAKS
	Ц	TURN SIG.	1	Ц	NO POWER .]	CUT SEAT
		DASHBOARD		Ц	OVERHEATS	A	SEAT BELT
S		INSIDE	ERGIN		SMOKES		PASSENGER
MIRRORS	Ц	OUTSIDE LEFT	Ţ	Ц	HARD START	Ш	WHEELCHAIR LOCK
		OUTSIDE RIGHT	L	Ц	WATER/OIL LEAK	ايم	HARD
SIGN	Ц	FRONT	E.	Ц	NOISY	膩	LOOSE
DEST	Ц	REAR	₹	Ц	WON'T CYCLE	Ц	SHIMMY
	Ц	SIDE]		MARK EACH DEFECT IF BUS IS OK, PUT)		
4			,		OTHER ITEMS		0.K.
		ACCELERATOR PEOAL		,	OIRTY OUTSIDE		ROOF HATCH
		INSECTS			DIRTY INSIDE		GRAB RAIL
		PASSENGER SIGNAL			GRAFFITI		STEPS-FRONT/REAR
		COMPART. OOORS	L	4	HORN		VISOR
		FLOOR MAT	<u> </u>		NO TRIANGLES	<u> </u>	NO ACC. PACKET
		NOTES:	:	AD	DITIONAL INFORMATI	<u>DN</u>	
				_			
	_						
			-				
	_	· · · · · · · · · · · · · · · · · · ·		_			
_				_			
•	_				C	AM 1	18-0980
						E	xhibit 4 30 of 89 BCt-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

Buses	Route	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	4	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 Annu	ıal Fundir	ıg		\$	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.

proof of insurance commensurate with or in excess of this TYPE OF INSURANCE		NIMUM LIABILITY LIM			
THE OF INCONANCE	Will	Each Occurrence			
COMMERCIAL GENERAL LIABILITY		Each Occurrence	Aggregate		
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				
[x] Any Auto	Combined single limit Bodily Injury & Property Damage	\$ 1 mil			
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 If exempt: State Exemption Certificate or letter	Chapter 440 FS	STATUTORY	U.S. Longshoremen & 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				
[] 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 WINI exceed 5% of complete		Value		
final acceptance by County.	CONTRACTOR IS RESPONS	IBLE FOR DEDUCTIBLE	form		
[] Installation floater	Maximum Deductible:	\$10 k	Completed		
Coverage must be "All Risk", completed value.	CONTRACTOR IS	ΨΙΟΙΚ	Value		
Coverage must remain in force until written final acceptance by County.	RESPONSIBLE FOR DEDUCTIBLE		form		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES	I.	I .	I .		
REFERENCE: Community Bus Service-	ВСТ				
CERTIFICATE HOLDER: Broward County 115 South Andrews Avenue Fort Lauderdale, FL 33301 Attn: Moji Oderinde- BCT					

Risk Management Division

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



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).

Fort Lauderdale	FL	33301	INSURER F:			
			INSURER E :			
290 NE Third Ave			INSURER D :			
Downtown Ft. Lauderdale Transportation Management Association			INSURER C : U	nited States Liability		
INSURED			INSURER B : A	mtrust		
			INSURER A : P	enn America		
Coral Springs, FL 33067				INSURER(S) AFFORDING COVERAGE		NAIC#
4613 N University Dr. #481			E-MAIL ADDRESS:	david@sierracoversyou.com		
Sierra Insurance		PHONE (A/C, No, Ext):	954-788-1005 FAX (A/C, No): 954-		46-4801	
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	ADDL SUBR POLICY EFF POLICY EXP								
LTR		TYPE OF INSURANCE	INSD	WVD		(MM/DD/YYYY)	(MM/DD/YYYY)	LIMITS	
A	Х	COMMERCIAL GENERAL LIABILITY			PAC6976439	04/02/14	04/02/15	EACH OCCURRENCE \$	2,000,000
		CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$	100,000
	Х	BI/PD DED: \$00.00						MED EXP (Any one person) \$	5000
								PERSONAL & ADV INJURY \$	1,000,000
	GEN	I'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$	2,000,000
	х	POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG \$ E	XCLUDED
		OTHER:						\$	
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$	
		ANY AUTO						BODILY INJURY (Per person) \$	
		ALL OWNED SCHEDULED AUTOS 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\$						\$	
B		KERS COMPENSATION EMPLOYERS' LIABILITY			TWC3252843	10/13/14	10/13/15	X PER OTH- STATUTE ER	
	ANY	PROPRIETOR/PARTNER/EXECUTIVE CER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT \$	100,000
	(Man	datory in NH)	,,					E.L. DISEASE - EA EMPLOYEE \$	100,000
		s, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$	500,000
C	C Directors & Officers				NDO1066647	07/1/14	07/1/15	\$1,000,000 each clair	n,
								aggregate & fiduciary	
<u> </u>									

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
1	and R Auto
	© 4000 0044 ACORD CORDOR (ATION 10-030)



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 fieu of such endorsement(s).					
PRODUCER	CONTACT NAME: Tanya D. Stephenson				
Arthur J. Gallagher Risk Management Services, Inc.	PHONE (A/C, No, Ext):212-994-7085 FAX (A/C, No):212-99	94-7047			
250 Park Avenue 3rd Floor	E-MAIL ADDRESS:Tanya_Stephenson@ajg.com				
New York NY 10177	INSURER(S) AFFORDING COVERAGE	NAIC#			
	INSURER A : INSURANCE CO OF THE STATE OF PA	19429			
INSURED	INSURER B :NATIONAL UNION FIRE INS CO OF PITTS	19445			
FIRST TRANSIT INC	INSURER C:NEW HAMPSHIRE INS CO	23841			
600 Vine Street, Suite 1400	INSURER D:				
Cincinnati, OH 45202	INSURER E:				
	INSURER F:				

CERTIFICATE NUMBER: 257763456 COVERAGES 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	INSR TYPE OF INSURANCE		ADDL SUBR INSR WVD POLICY NUMBER		POLICY EXP (MM/DD/YYYY)		
		Y W		POLICY EFF (MM/DD/YYYY)			
Α	GENERAL LIABILITY	Y	GL1737923 (10MM AGG)	12/31/2013	12/31/2014	EACH OCCURRENCE DAMAGE TO RENTED	\$5,000,000
	X COMMERCIAL GENERAL LIABILITY					PREMISES (Ea occurrence)	\$5,000,000
	CLAIMS-MADE X OCCUR					MED EXP (Any one person)	\$50,000
						PERSONAL & ADV INJURY	\$5,000,000
						GENERAL AGGREGATE	\$10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$5,000,000
1	POLICY X PRO- X LOC						\$
В	AUTOMOBILE LIABILITY	Υ	O/102/0002 (W/1)	12/31/2013	12/31/2014	COMBINED SINGLE LIMIT (Ea accident)	\$5,000,000
B B B	X ANY AUTO		CA5273859 (AOS)	12/31/2013 12/31/2013	12/31/2014 12/31/2014	BODILY INJURY (Per person)	\$
Α	ALL OWNED SCHEDULED AUTOS AUTOS		CA4882241 (VA)	12/31/2013	12/31/2014	BODILY INJURY (Per accident)	\$
	X HIRED AUTOS X NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
						,	\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$						\$
CCC	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			12/31/2013 12/31/2013	12/31/2014 12/31/2014	X WC STATU- TORY LIMITS OTH- ER	
č	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A	1178583(AOŚ),44216118(MN)	12/31/2013	12/31/2014	E.L. EACH ACCIDENT	\$5,000,000
С	(Mandatory in NH)		1178527(FL) , 1232492(TX)	12/31/2013	12/31/2014	E.L. DISEASE - EA EMPLOYEE	\$5,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$5,000,000

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-Eà Employee / É.L. Disease-Policy Limit - \$5,000,000

See Attached...

CERTIFICATE HOLDER	₹
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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. **Broward County** 115 South Andrews Avenue Attn: Moji Oderinde-BCT AUTHORIZED REPRESENTATIVE Fort Lauderdale FL 33301

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AGENCY CUSTOMER ID:	
LOC #:	



ADDITIONAL REMARKS SCHEDULE

Page ₁ of <u>1</u>

		NAMED INSURED FIRST TRANSIT INC -600 Vine Street, Suite 1400 Cincinnati, OH 45202	
CARRIER	NAIC CODE		
		EFFECTIVE DATE:	
ADDITIONAL REMARKS	•		

	EFFECTIVE DATE.
ADDITIONAL REMARK	S
1	ARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25	FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE
Re: Community Bus Se Broward County Board endorsements) as resp work performed by the r	of Commissioners, its Departments, Officers and Employees are included as additional insured(blanket ects General and Automobile Liability Policies as evidenced herein as required by written contract with respect to