



ADDENDUM #9

RFP #FY 2018-2019-007 COMMUNITY SHUTTLE SERVICES

Please ensure you check the City's website for the latest addendum released for this project. Below finds the link to the City's website: www.cohb.org/solicitations.

Firm must provide this form signed by an authorized officer of your Firm to acknowledge receipt of ADDENDUM #9 and provide with your Firm's response.

PLEASE NOTE:

Per question received. The City of Hallandale Beach is releasing the current contract between City of Hallandale Beach, Florida and Contractor for Mini Bus Services.

See documents below.

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

CONTRACTOR

For

MINIBUS SERVICES

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

Limousines of South Florida, Inc., a Florida corporation, hereinafter referred to as "CONTRACTOR."

WHEREAS, the City began offering the Community Bus Service over fifteen (15) years ago; and

WHEREAS, From its modest beginning, the Community Bus Service area has expanded and now offers four (4) routes which covers the entire City and extends to key locations outside the City; and

WHEREAS, the City issued a Request for Proposal (RFP) FY 2013-2014-002 for community transportation services; and

WHEREAS, At the May 21, 2014, City Commission Meeting the City Commission adopted Resolution # 2014-45 awarding RFP # FY 2013-2014-002, Community Bus Services to Limousines of South Florida, Inc.; authorizing the City Manager to execute an agreement with Limousines of South Florida, Inc., for the operation of the City's Community Bus Services; and

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

TERM

The term of the Agreement shall begin on June 1, 2014 and shall remain in effect until September 30, 2015. Specifically, the terms of Option 1 under RFP #FY 2013-2014-002, shall be from June 1, 2014 and shall remain in effect until September 30, 2014. The terms of Option 2 under RFP #FY 2013-2014-002, shall be from October 1, 2014 and shall remain in effect until September 30, 2017. The City is under no obligation to extend or renew this agreement after its expiration. However, the term may be extended for up to two (2) additional one (1) year periods contingent upon satisfactory performance, written mutual consent, and both the appropriation and the availability of funds. Pricing shall remain firm for the term of the contract.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

2.1. The CITY has employed the CONTRACTOR to lease, operate and maintain a minibus for the City of Hallandale Beach on the scope of services outlined in the RFP # FY 2012-2013-014, all addendums, questions and responses, are hereby incorporated and made part of this Agreement by reference; and Proposal submitted by the CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference; said RFP # FY 2012-2013-014, addendums, questions and responses, and Proposal submitted by the CONTRACTOR are attached as Exhibit 1.

2.2 CONTRACTOR shall operate the service subject to Broward County Transit's ("BCT") Community Bus Program and agree to be governed by the terms of the inter-local agreement between City and County in effect at the time of the award of the contract; said inter-local agreement is attached herein as Exhibit 2.

2.3. CONTRACTOR shall operate the bus service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely at the City's discretion. The Routes are attached herein as Exhibit 3.

2.4 CONTRACTOR shall not be allowed to pursue bus advertising inside or outside the bus, unless otherwise specified, in writing, by the CITY.

2.5 Drivers are required to attend and successfully complete Broward County's ("COUNTY") training program for drivers in Broward County's Community Bus Program or an approved equivalent type of program. Drivers employed by the Contractor during the term of the Agreement shall be properly licensed operators. The Driver's shall have the qualifications as required by the State of Florida and the County. All drivers shall, during the term of the Agreement possess the following qualifications and adhere to the following standards. The CONTRACTOR shall not permit any driver to operate a Vehicle, and shall immediately dismiss any driver from performing services under the Agreement if driver fails to maintain said qualifications or standards and if Driver's driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

- (a) Minimum age for driver shall be 21 years.
- (b) Drivers must possess a valid Florida commercial driver's license as required by law.
- (c) Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period.
- (d) Drivers shall have no history of a conviction for a DUI, DWI, or possession, control, or distribution of an illegal substance. Additionally, drivers shall have no history of felony convictions. In the event a law enforcement agency charges a driver with any of the foregoing, upon receipt of knowledge of such fact, the driver involved shall be suspended.
- (e) Driver must have been a licensed driver for at least three (3) years.
- (f) No more than (1) moving violation in the past three (3) years.
- (g) No AT-FAULT accidents in the last three (3) years.
- (h) No failure to Appear or Failures to Pay in the last three (3) years.
- (i) No reckless Driving within the last seven (7) years.
- (j) No suspensions within the last three (3) years (one suspension for PIP permitted).
- (k) No Manslaughter resulting from the operation of a motor vehicle.
- (l) No Hit-Run or Hit-Run Property Damage.
- (m) No reckless Driving causing injury.
- (n) No Driving under the Influence causing Injury.
- (o) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

2.6 Drivers must be capable of speaking, writing and understanding the English language fluently.

2.7 Drivers shall issue CITY bus timetables or other transit information to any passenger requesting such material.

2.8 A Project Manager shall be assigned and oversee the complete operation of the public transportation service and the Project Manager will serve as the day-to-day liaison with the City.

2.9 ADA Compliance - CONTRACTOR and all vehicles are required to comply with all applicable requirements of the Americans with Disabilities Act at all times while vehicles are being used for public transportation. CONTRACTOR while providing the community bus activities addressed herein shall comply, and assure compliance with the applicable state and federal laws and regulations relating to nondiscrimination on the basis of disability.

2.10 CONTRACTOR will be required to provide certification of a Drug Free Workplace Program; and CONTRACTOR is required to comply with all applicable requirements of the US DOT regulations, including regulations for drug and alcohol testing.

2.11 CONTRACTOR agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. CONTRACTOR further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal transit regulations to the BCT Director.

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

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

Immediately:

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

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

1. Ridership Report (No. of passengers, revenue miles, Vehicle miles, per Vehicle)
2. Current Roster of Drivers
3. Revenue vehicle System Failure (mechanical failure of Vehicle that occurs in revenue service)
4. Fuel usage for revenue service Vehicles in gallons
5. Complaint summary as required in 2.16 herein

Yearly:

1. Vehicle inventory and mileage on each Vehicle
2. Current insurance certificate in accordance with County requirements
3. National Transit Database Operating Expenses Summary Form
4. Safety Certification to County no later than February 15th annually for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SPP), and the performance of safety inspections on all Vehicles operated by CONTRACTOR. The Safety Certifications shall comply with the standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.

2.14 CONTRACTOR shall have the capability to track the vehicles with a global positioning system (GPS).

2.15 CONTRACTOR shall have a mechanism to clearly announce stops. In the event that the Vehicle(s) is not equipped with an audio/visual system to automatically announce major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, the operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. Transfer points with other fixed-routes and
- b. Other major intersections and destination points; and
- c. Intervals along a route to orient individuals with visual impairments or other disabilities to his or her locations, 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.

2.16 CONTRACTOR shall maintain a log of rider's concerns and suggestions to be made available to the Project Manager. The log should include the name and contact information of the rider, as well as the date, time, route and description of concern.

2.17 CONTRACTOR shall be solely responsible to provide, during the term of this Agreement, a high quality community bus service which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the community bus service required herein throughout the term of this Agreement.

2.18 Maintenance of Vehicles. CONTRACTOR shall provide a comprehensive maintenance plan. CONTRACTOR shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s). CONTRACTOR shall perform additional cleaning and extermination for pests in the Vehicle(s). All equipment on the Vehicle(s) shall be maintained in a fully

and proper operable condition at all time (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CONTRACTOR agrees to maintain all Vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.

2.19 CONTRACTOR shall be required to perform all services and to provide vehicles required for operating within the City. CONTRACTOR shall perform all required mechanical maintenance on vehicles, including fuel and interior/exterior cleanings.

2.19.1 CONTRACTOR shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CONTRACTOR shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day. In addition, CONTRACTOR shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle(s).

2.19.2 CITY may conduct periodic inspections using its own and contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufactures' specification and any Vehicle not determined by CITY to be acceptable will be removed from service by CONTRACTOR and all deficiencies corrected immediately. At CITY's request, CONTRACTOR shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

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

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

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- a. CONTRACTOR shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit Vehicle. A Major Incident involves one of the following conditions:
- A fatality due to an incident which shall include suicides, but does not include deaths by natural causes, or death not associated with an incident
 - Injuries requiring immediate medical attention away from the scene for one or more persons
 - Total property damage is equal to or in excess of \$25,000.00
 - An evacuation due to life safety reasons
- b. CONTRACTOR agrees to comply with the following minimum standards:
1. Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that compiles, with the safety standards set forth in Rule 14-90.
 2. Make the SSPP and SPP available for review and/or inspection at least annually and upon request of CITY.
 3. Permit inspections, safety and security review by CITY and/or the State of Florida.
 4. Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.
 5. All Vehicle(s) shall be kept clean and orderly during all times of active service.
 6. All accidents shall be reported immediately to the police.
 7. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires horn, windshield wipers, and side and rearview mirrors are in good working order.
 8. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
 9. All vehicles shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
 10. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passengers.
 11. The interior of the vehicles shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
 12. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
 13. Vehicles shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
 14. The body, fenders, doors trim and grill of the Vehicles shall be free from cracks, breaks and dents, and painted.
 15. Vision shall be unobstructed on all four (4) sides of the Vehicles.

2.22 Vehicles should be a new mid-sized shuttle with seating capacity of 20-30 passengers, and aesthetically suitable for a neighborhood shuttle. Vehicles shall be wheelchair accessible and equipped with a bicycle rack.

2.23 Vehicle shall be equipped with an electronic system to count riders.

2.24 Vehicles shall be wrapped with a design provided by the City.

2.25 Any loaner vehicle shall clearly identify the City's name and the route number in front of the bus, with the information visible to riders as the bus approaches the stop.

2.26 Vehicles shall be equipped with an area to post informational flyers, brochures and bus schedules.

2.27 The provision of transportation services may be performed by CONTRACTOR through the use of qualified employees.

2.28 CONTRACTOR may recommend methods of decreasing headway, increased route, increased ridership, connecting to public Facilities, or any other methods of increasing service.

2.29 In the event a vehicle is disabled while servicing the routes, CONTRACTOR shall be required to have the capability to provide backup vehicles, within a half-hour of the time of breakdown.

2.30 Proposed passengers shall have waiting intervals of no more than sixty (60) to sixty-five (65) minutes during hours of operation.

2.31 Service will be provided at a minimum of 6 days per week for Routes 1, 2 and 3; and 7 days for Route 4; with a minimum of 72 hours for routes 1, 2 and 3; and 84 hours for route 4.

2.32 CONTRACTOR shall provide a comprehensive vehicle replacement schedule that is equal to or superior to the standards set by the Broward County Community Bus Program.

2.33 County Program - Contractor shall operate the service subject to Broward County Transit's Community Bus Program and agree to be governed by terms of most current inter-local agreement between City and County.

2.34 Contractor shall provide the City will all reports and documents necessary to satisfy the terms of the most current inter-local agreement between City and County.

ARTICLE 3

INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their 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, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of

any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

ARTICLE 4

PERSONNEL

- 4.1 **Competence of Staff.** In the event that any of CONTRACTOR's employees are found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

ARTICLE 5

INSURANCE REQUIREMENTS

CONTRACTOR shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from or in connection with their performance hereunder by the CONTRACTOR, his agents, representatives, employees and subcontractors. The cost of such insurance shall be included in the CONTRACTOR's price.

5.1. MINIMUM SCOPE OF INSURANCE

- A. Commercial General Liability, including:
1. Premises and Operations.
 2. Products and Completed Operations.
 3. Blanket Contractual Liability,
 4. Independent CONTRACTORs.
 5. Broad Form Property Damage.
 6. Personal Injury Liability.

- 7. Incidental Medical Malpractice.
- 8. Fire Legal Liability
- B. Auto Liability Insurance
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.

5.2. **MINIMUM LIMITS OF INSURANCE**

- A. Commercial General Liability:

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Auto Liability

\$1,000,000 combined single limit per occurrence for the bodily injury and property damage arising from the operations of all owned, nonowned and hired automobiles.
- C. Workers' Compensation:

Workers' Compensation Insurance as required by the State of Florida. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen & Harbor Workers Act and Jones Act.
- D. Employer's Liability:

\$100,000 limit per occurrence,

\$500,000 annual aggregate for disease,

\$100,000 limit for disease of an individual employee.

5.3 **DEDUCTIBLES AND SELF-RETENTIONS**

- A. Deductibles/Self-Insurance Retentions Defined:

All deductibles and self-insured retentions must be shown clearly on the Certificates of

Insurance and approved by the CITY.

B. Retention Levels:

The CITY has the option to reduce or eliminate any deductible or self-insured retention maintained by the CONTRACTOR.

5.4 **POLICY PROVISIONS**

The policies shall contain the following provisions:

A. Additional Insured, Certificate Holder and Breach of Warranty Clause:

All insurances shall include as Additional Insured and Certificate Holder the CITY of Hallandale Beach. There are not to be any special limitations on the protection being provided to the CITY, its officials, officers, employees or volunteers.

B. CONTRACTOR's Insurance is Primary:

The CONTRACTOR's insurance coverages shall be primary insurance with respect to the CITY's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the CITY, its officials, officers, employees, or volunteers shall be excess of the CONTRACTOR's insurances and shall not contribute with it.

C. Coverage Guaranteed:

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CITY, its officers, officials, employees or volunteers.

D. Occurrence Basis:

The CONTRACTOR's insurances shall be on an occurrence basis as opposed to a claims-made basis. In other words, claims which occur during the policy period can be reported months or years later and still be paid, if they occur during the policy period. Claims-made policies cover only claims which occur and are made during the policy period. In the event occurrence based insurance is not available, use of claims-made insurance may be considered acceptable in limited circumstances, subject to written

approval by the Risk Manager.

E. 30 Days Notice:

The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by either party, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the CITY.

F. Separation of Insureds:

The definition of insured shall read as follows: "The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability". The company, in this context, being the CONTRACTOR's insurance company. If no such definition of the insured is quoted in the insurance, the CONTRACTOR must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

5.5. ACCEPTABILITY OF INSURANCE COMPANY

A. Best Rating:

Insurance coverage must be with a company with a Best rating A.VII or better.

B. Florida State Licensed:

All insurance policies and bonds herein required of the CONTRACTOR shall be written by a company authorized and licensed to do insurance business in the State of Florida and be executed by agents licensed as agents by the State of Florida.

5.6 VERIFICATION OF COVERAGE

A. Certificates and Endorsements Provided:

The CONTRACTOR shall furnish the CITY with a certificate of insurance specifically stating the bid number and title and with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any work commences.

B. Authorized Signatures:

The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

5.7 COVERAGE CONTINUATION:

Insurance coverage required in these specifications shall be in force throughout the contract. Should the CONTRACTOR fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the contract, the CITY shall have the right to consider the contract breached and justifying termination thereof.

Compliance by the CONTRACTOR and subcontractors with the foregoing requirements as to carrying insurance and furnishing copies of the insurance policies shall not relieve the CONTRACTOR and all subcontractors of their liabilities and obligations under this contract.

If coverage on the certificates of insurance is shown to expire prior to completion of all terms of the contract with the CITY, the CONTRACTOR shall furnish certificates of insurance evidencing renewal of such coverage to the CITY.

5.8 SUBCONTRACTORS' INSURANCE REQUIREMENTS:

CONTRACTORS shall include all subcontractors as its insured under its policies or shall furnish separate certificates and all endorsements for each subcontractor's coverage. All overages for subcontractors shall be subject to all the requirements stated herein.

ARTICLE 6
COMPENSATION

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, under Service Option 1, the total amount of Forty-One Dollars and Ninety-One Cents (\$41.91) per hour, and under Service Option 2, the total amount of Forty-Six Dollars and Ninety-Four Cents (\$46.94) per hour,

pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR'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 CONTRACTOR to reimburse its expenses. The funds shall be used by Contractor for the purpose of maintaining, operating, properly equipping the vehicle(s) and paying labor expenses associated with the performance of this agreement before being used for other business purposes or being distributed as profit or retained earnings. **City shall not be responsible for payment of any other monies or capital contribution to Contractor under this Agreement.**

6.2 METHOD OF BILLING AND PAYMENT

6.2.1 City shall pay Contractor invoices monthly. Contractor shall submit invoices to the City documenting hours of service provided by the Contractor during the preceding month together with such additional documentation, which may be required by the City (e.g., ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Contractor pursuant to the terms forth herein.

CONTRACTOR has accepted the following payment term for payment of all work provided during this CONTRACT:

 X Automated Clearing House (ACH) payment. A direct bank draft to a vendor's bank account. This method will only be authorized by the City if your firm provides a discount to the City for this payment method.

CONTRACTOR has agreed to provide a 1/2 % discount to the City for this payment method.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY 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 City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

City National Bank

Routing #066004367

Acct. # 1954425929 Limousines of South Florida, Inc.

6.5 Penalty

The Schedule of Penalties the City will assess against the Contractor as a consequence of the Contractor's failure to conform to the customer service requirements as outlined in the Agreement are as follows:

- a. Failure to provide backup service within one hour, in the event that one or more vehicle is out of service, shall result in a penalty of \$45.00 per hour or portion of an hour for each affected bus.
- b. Failure to provide heat or air conditioning shall result in a penalty of \$40.00 for each occurrence, and for each affected bus.
- c. Failure to maintain vehicle exterior and interior cleanliness and aesthetics shall result in a penalty of \$100.00 per occurrence.
- d. Failure to maintain the transit schedule within a 20 minute window, excluding acts of weather, road construction/closing shall result in a penalty of \$100.00 after the third occurrence in any given month.
- e. Failure to notify the City regarding any changes in schedule or route shall result in a penalty of \$100.00 per occurrence.

Penalty charges incurred in any given month will be deducted from the payment for that month.

ARTICLE 7

TERMINATION

7.1 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 written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written

notice provided by the CITY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager 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.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8 **MISCELLANEOUS**

8.1 RIGHTS IN DOCUMENTS AND WORK

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

withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

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

8.3 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit

a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

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

8.4 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.5 THIRD PARTY BENEFICIARIES

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

8.6 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:

City of Hallandale Beach
City Manager
400 S. Federal Highway
Hallandale Beach, FL 33009

With Copy to:
Department of Public Works/Utilities & Engineering
630 N.W 2ND Street
Hallandale Beach, FL 33009

And:
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:

Limousines of South Floirda, Inc.
Attention: Mark Levitt
~~3300 S.W. 11th Avenue~~
Fort Lauderdale, Florida 33315

8.7 **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. CITY may terminate this Agreement,

effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR 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.

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

8.8 **CONFLICTS**

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

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

8.9 **MATERIALITY AND WAIVER OF BREACH**

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

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

8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR 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.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

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

8.13 **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 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

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

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 AMENDMENTS

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

8.16 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

8.17 PAYABLE INTEREST

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR

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.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.18 **INCORPORATION BY REFERENCE**

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits 1, 2 and 3 are hereby incorporated into and made a part of this Agreement.

8.19 **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.

8.20 **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.

ARTICLE 9

NONDISCRIMINATION, EQUAL OPPORTUNITY

AND AMERICANS WITH DISABILITIES ACT

CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising,

layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by Commission action on 21st, day of May, 2014, signing by and through its City Manager, duly authorized to execute same, and Limousines of South FL, Inc. signing by and through its Vice President,
(name of contractor) (title of authorized officer)
duly authorized to execute same.

ATTEST:

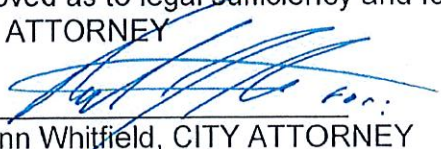

CITY CLERK

CITY

CITY OF HALLANDALE BEACH

By 
Renee C. Miller, CITY MANAGER

Approved as to legal sufficiency and form by
CITY ATTORNEY


V. Lynn Whitfield, CITY ATTORNEY

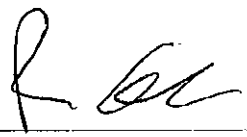
CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

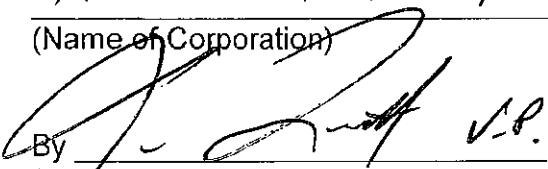
(If incorporated sign below).

CONTRACTOR

ATTEST:



(Secretary)

Linnosines of South Florida, Inc.
(Name of Corporation)

By _____ V.P.
(Signature and Title)

(Corporate Seal)

Raymond Gonzalez, Pres+Sec.
(Type Name and Title Signed Above)

13 Day of June, 2014.

(If not incorporated sign below).

CONTRACTOR

WITNESSES:

(PRINT NAME)

(PRESIDENT OR VICE-PRESIDENT)

(PRINT NAME)

NOTARY SEAL



ADDENDUM # 1

RFP # FY2013-2014-002 COMMUNITY BUS SERVICES

Below find questions and answers as a result of the Mandatory Pre-Proposal Conference held December 3, 2013.

Please note that the deadline to submit questions is now revised to December 10, 2013 by 3 pm.

Please note that the Interlocal Broward County Agreement and Amendment # 1 has been posted on the City's website as part of this addendum.

Question 1

Clarify the # of hours for Option 1 and Option 2 Cost Sheets.

Answer 1

See attached revised Cost Sheets below.

Question 2

The number of years of the contract term are difficult because of the requirement of purchases of vehicles. Can the initial contract term be longer than one (1) year.

Answer 2

The contract term has been revised to a three (3) year period with an option to renew for two (2) one (1) year periods. This revises page 6 of the RFP.

Question 3

Under page 6 of the RFP, Contract Price third paragraph, the City is requesting the firm be willing to maintain pricing for a five (5) year term. Can these be reviewed for a lesser term.

Answer 3

The Option 1 and Option 2 price shall be firm for the initial three (3) year period. This revises page 6 of the RFP, third paragraph.





ADDENDUM # 2

RFP # FY2013-2014-002 COMMUNITY BUS SERVICES

Below find questions and answers as a result of the Mandatory Pre-Proposal Conference held December 3, 2013.

Question 1

Under both Option 1 & 2, the Contractor pays for all the fuel?

Answer 1

Yes.

Question 2

Page 6 – Agreement shall begin February 1, 2014. What Contractor considerations will be given to acquire new vehicles in less than the 30 days from award date?

Answer 2

This question is not clear – cannot provide an answer.

Question 3

Page 6 – Contract Price: Under Option 2, the Contractor supplies the shuttle buses and the request is to maintain the same contract pricing. Will the city consider adjusting rates for a Contractor purchasing additional new vehicles for less than a full contract term?

Answer 3

This question is not clear – cannot provide an answer.

PLEASE NOTE RECEIPT OF ADDENDUM # 1 BY SIGNING BELOW AND INCLUDE WITH YOUR RFP SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 1:

Company	
Name	
Title	
Signature	
Date	

Sincerely,



Andrea Lues, Director
Procurement Department

Question 4

For Option 1 Cost, where the City is supplying the buses, will the City equip the vehicles in the same manner as is being required for Option 2 Cost.

Answer 4

The Vendor will be responsible for providing all of the additional equipment, including wrapping.

Question 5

Page 13 of the RFP, item 7. Drivers, states that drivers must possess a valid Florida Commercial Driver's license as required by law. Can you stipulate which class.

Answer 5

Florida Commercial Driver's License minimum Class C with a passenger endorsement or if air brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement.

Question 6

Page 9 of the RFP discusses the scope of work. Can you explain the specifications and description of the City's vehicles in order for firms to provide the correct Cost for Option 1. Firms will have to maintain the City's buses under the Option 1 Cost and we need to know what the fleet is in order to propose Cost.

Answer 6

Year	Make	Mileage
2007	Ford/El Dorado (936)	115,474
2010	Ford E450SD Eldorado (989)	120,174
2011	Chevy 4500 Eldorado (1006)	96,362

The vehicle for Route 4 will have to be provided by the Vendor in either option since the City is currently leasing the bus for this route.

Question 7

Under the Agreement Article 5 Insurance there is a requirement for Medical Malpractice, is this an error.

Answer 7

Please ignore and disregard the medical malpractice item of the insurance.

ADDENDUM # 1
REVISED COST SHEET 12-5-2013
TOTAL COST PROPOSAL FOR OPTION 1

Firm to operate and manage the Community Bus Service Program for routes 1, 2 and 3 and the City will supply the shuttle buses. Vendor will operate, manage and provide the bus for Route 4.

The City will consider both Option 1 and Option 2 Cost Proposals to determine which Option best serves the City's needs and will award the Contract for either Option.

The City is requesting that firms provide with their response a willingness to maintain the Option 1 and Option 2 pricing available for future negotiations should the City require, during the term of the three (3) year agreement, to utilize either of these options. The City reserves the right to increase or decrease the service routes and/or estimated # of hours to meet its available budget using the hourly rate prices provided below.

<u>Service Option 1</u>	<u>Hourly Rate</u>	<u>Estimated # of hours</u>	<u>Total Estimated Cost Annually</u>
<u>Routes 1-3</u>	\$	11,196	
<u>Route 4</u> (Vendor will operate, manage and provide the bus for Route 4)	\$	4,376	
TOTAL ESTIMATED COST ANNUALLY FOR OPTION 1 FOR ROUTES 1- 4			\$

I, _____,
Name of authorized Officer per Sunbiz Title
of _____
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

Signature Print Name

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF

_____, 20 BY _____
TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

(type of ID)

Signature of Notary Commission expires

Print Name of Notary Public

Seal:

Question 4

Page 12 / #5: What are the current required Vehicle Replacement Schedule standards required to equal or exceed?

Answer 4

Manufacturer's recommendation.

Question 5

Page 25: AVLS pricing should be listed separate for Option 1 and Option 2?

Answer 5

Yes, vendor will not be rated on this item.

Question 6

In Addendum #1 Question #4, it was asked if for Option #1 Cost, where the City is supplying the buses, will the City equip the vehicles in the same manner as is being required for Option #2 Cost? The answer was, "The Vendor will be responsible for providing all of the additional equipment, including wrapping". The additional items or equipment required on the buses pursuant to the RFP would be a Bike Rack, GPS, Automatic Passenger Counter, PA System. Are the items that I have listed correct and would there be any other items or equipment required?

Answer 6

The items listed are correct.

Question 7

Please clarify the Automatic Vehicle Location System (AVLS) in the REVISED version of the RFP. Is the AVL or AVLS required in this proposal or just "detailed information and firms experience with Automatic Vehicle Location (AVLS)". Then on page 25 of 72, a cost proposal for AVLS is required but is this to be supplied by the vendor or City? Please clarify as there are many types of applications that have a wide array of pricing.

Answer 7

This component of the response will not be used in scoring. The city is looking to have an idea of the vendors' experience with providing and running AVLS.

Question 8

In Addendum #1 Question #6 asks for an clarification and specifications and description of the City's vehicles in order for firms to provide the correct Cost for Option #1. Firms will have to maintain the City's buses under Option #1 and therefore need to know the information about the City's Fleet. The answer lists the vehicle year, make and mileage which appears that there is a 2007 with over 115,000 miles, a 2010 with over 120,000 miles and a 2011 with over 95,000 miles. On page 12 of 72 in the REVISED RFP, item #5 titled "Vehicle Replacement Plan" requires the contractor to provide a comprehensive vehicle replacement schedule that is equal to or superior to the standards set by the Broward County Community Bus Program. The Broward County Community Bus Replacement Policy is 5 years or 150,000 miles. If he City elects to utilized Option #1 and provide the vehicles, **will the City be Required to adhere to the Broward County Replacement Policy?** If so, what is your Replacement Schedule and timeframe as this information is vital to providing the City of Hallandale Beach a cost per hour for Option #1 as the Replacement of Buses has a monetary impact on the Contractor as the Contractor is required to provide the wrapping, GPS, AVL, PA System and Bike Rack and the installation involved in these items pursuant to the answer in Addendum #1, Question #4. This issue has a major monetary impact on either operating vehicles past the Broward County Replacement Standards due to the additional costs of maintaining older vehicles with excess mileage or the cost of installation for GPS, AVL Wrapping and the other required items.

Answer 8

Year	Make	Mileage	Replacement Schedule
2007	Ford/El Dorado (936)	115,474	2014
2010	Ford E450SD Eldorado (989)	120,174	2016
2011	Chevy 4500 Eldorado (1006)	96,362	2017

PLEASE NOTE RECEIPT OF ADDENDUM # 2 BY SIGNING BELOW AND INCLUDE WITH YOUR RFP SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 2:

Company	
Name	
Title	
Signature	



ADDENDUM # 3

RFP # FY 2013-2014-002 COMMUNITY BUS SERVICES

Please note that the proposals due date has been revised

FROM DUE DATE: December 20, 2013 11 am

TO REVISED DUE DATE: December 27, 2013 11 am

PLEASE NOTE RECEIPT OF ADDENDUM # 3 AND ATTACHED FORM BY SIGNING BELOW AND INCLUDE WITH YOUR RFP SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM # 3:

Company	
Name	
Title	
Signature	
Date	

Sincerely,

Andrea Lues, Director
Procurement Department

Date	
------	--

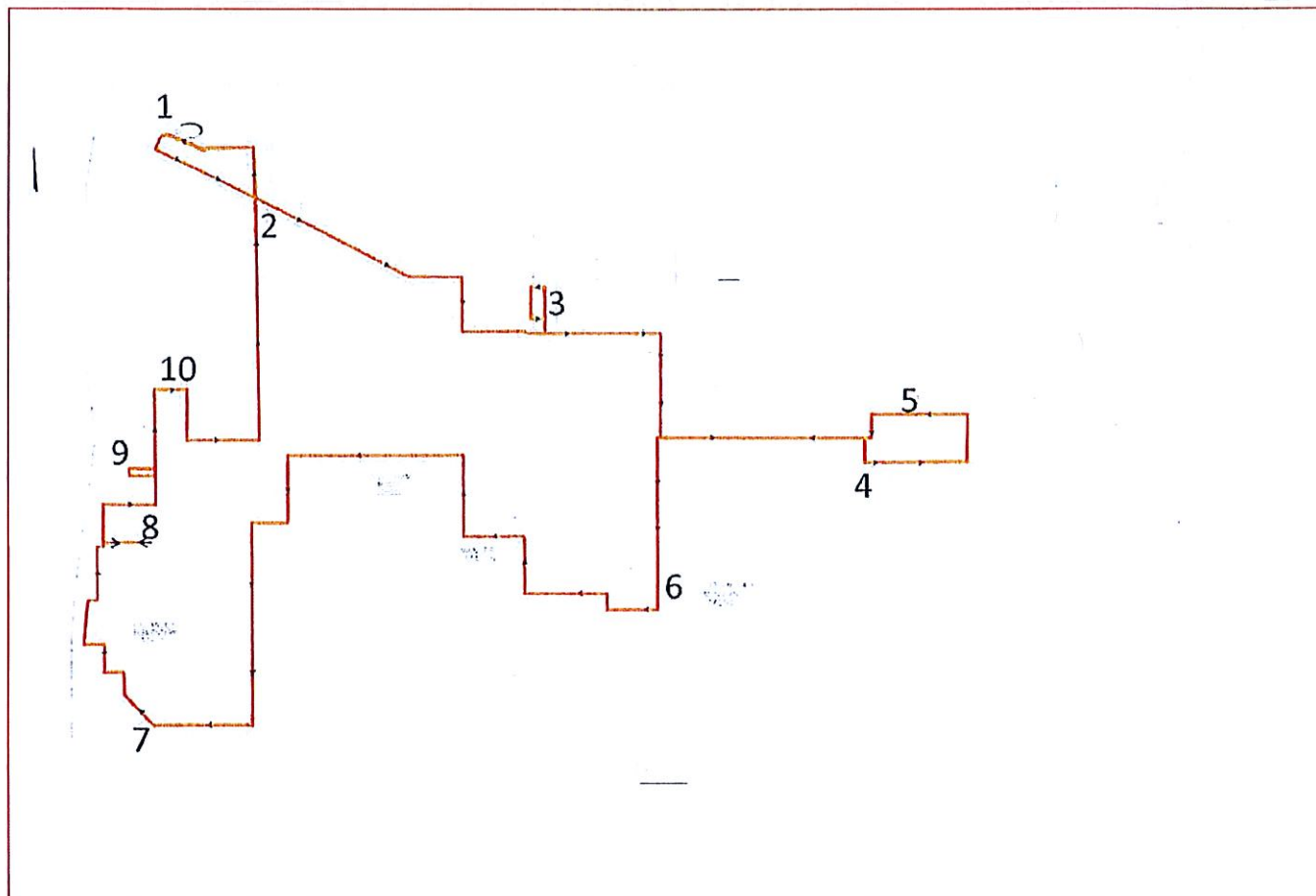
Sincerely,



Andrea Lues, Director
Procurement Department

1	2	3	4	5	6	7	8	9	10	1
NW 10th Street/ 10th Ave.	HEPBURN	FASHION ROW	PUBLIX/ GOLDEN ISLES	DIPLO-MAT MALL	CITY HALL/ LIBRARY	SW 10 TERR/ SW 10TH ST	HALLANDALE BEACH ADULT COMMUNITY CENTER	WINN DIXIE	LAKE SIDE SHOPS/ IHOP	NW 10th Street/ 10th Ave.
7:00 AM	7:03	7:07	7:16	7:20	7:30	7:40	7:43	7:47	7:50	8:00
8:00 AM	8:03	8:07	8:16	8:20	8:30	8:40	8:43	8:47	8:50	9:00
9:00 AM	9:03	9:07	9:16	9:20	9:30	9:40	9:43	9:47	9:50	10:00
10:00 AM	10:03	10:07	10:16	10:20	10:30	10:40	10:43	10:47	10:50	11:00
11:00 AM	11:03	11:07	11:16	11:20	11:30	11:40	11:43	11:47	11:50	12:00
12:00 PM	12:03	12:07	12:16	12:20	12:30	12:40	12:43	12:47	12:50	1:00
1:00 PM	1:03	1:07	1:16	1:20	1:30	1:40	1:43	1:47	1:50	2:00
2:00 PM	2:03	2:07	2:16	2:20	2:30	2:40	2:43	2:47	2:50	3:00
3:00 PM	3:03	3:07	3:16	3:20	3:30	3:40	3:43	3:47	3:50	4:00
4:00 PM	4:03	4:07	4:16	4:20	4:30	4:40	4:43	4:47	4:50	5:00
5:00 PM	5:03	5:07	5:16	5:20	5:30	5:40	5:43	5:47	5:50	6:00
6:00 PM	6:03	6:07	6:16	6:20	6:30	6:40	6:43	6:47	6:50	7:00

**Community Bus
Route No. 4
7-Month Trial Run
(April 2013—October 2013)**



Minibus Hours of Operation:

7:00 am – 7:00 pm
Monday through Sunday

Route #4

Route Cycle: 60 Minutes

Minibus does not operate on:

- New Year's Day ◀
- 4th of July ◀
- Thanksgiving Day ◀
- Christmas Day ◀

Information

For additional information about the City of
Hallandale Beach Community Bus
Services, routes and connections, call:

954.457.1620
Monday through Friday
8 am – 5 pm

Hearing/speech impaired/TTY
800.955.8771

Visit the City of Hallandale Beach website at
www.cohb.org/minibusroute

Community Bus Route No. 4 7-Month Trial Run



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.

Mayor
Joy F. Cooper

Vice Mayor
Alex Lewy

Commissioners
Bill Julian
Anthony Sanders
Michele Lazarow

City Manager
Renee C. Miller

Enjoy the Ride!

Rider Guidelines

- Route runs 7 days (Monday thru Sunday). All rides are FREE.
- The community bus system is operated by a private contractor for the City of Hallandale Beach.
- The bus stops at Broward County Transit System stops. **Flag stop is allowed when it is safe to do so.**
- Shoes and shirt must be worn. No feet on seats.
- When waiting for the bus, never stand in the street.
- Do not talk to the bus operator while the bus is moving.
- Give the seats behind the driver to senior or disabled passengers.
- No eating, drinking, smoking or spitting. Rude behavior is not allowed.
- No radio/tapes/CD players.
- Shopping carts of any size are prohibited from blocking aisles.
- Bags and packages should be of a number and size that allows them to be reasonably carried by the rider.
- The rider and his/her bags/packages should occupy only one seat.
- For additional information about BCT routes, fare or connections, call:

954.357.8400
Hearing-speech impaired/TTY
954.357.8302

CITY OF HALLANDALE BEACH ROUTE 3 COMMUNITY BUS SERVICE

The City of Hallandale Beach and Broward County Transit (BCT) have partnered to provide Three (3) Hallandale Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Hallandale Beach Route 3 include: City Hall & Library, Fashion Row NW 1 Ave Hallandale Beach, Hepburn Center NW 8 Ave, Hollywood Tri-Rail, Broward South Regional Health Center, Winn-Dixie Hallandale Beach Boulevard, Hallandale Beach Community Center, SW 10 Street and SW 10 Avenue and surrounding neighborhood.

Connections are available to BCT routes 1 and US 1 Breeze 4, 5, 6, 7, 28, 95-Express (Hollywood Tri-Rail Station) and Miami Dade Transit "E".

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle Racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Hallandale Beach Route 3 is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday Through Saturday: 7:00 am – 7:00 pm

The Hallandale Beach Route 3 operates approximately every 65 minutes, with assigned stops. The Hallandale Beach Route 3 does not provide service to Broward South Regional Health center on the last trip beginning at 6:00 pm. From the Hallandale Library.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Hallandale Beach Route 3 will not operate once a hurricane warning has been issued or if other hazards

do not allow for the safe operation of the bus.

HOLIDAYS

Hallandale Beach Route 3 does not operate on the following holidays observed by City of Hallandale Beach:

- New Year's Day
- 4th OF JULY
- Thanksgiving Day
- Christmas Eve/Day

Also if the holidays fall on a Sunday they are not observed.

BIKE RACKS

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

Loading

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

Unloading

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

INFORMATION

For more information about the City of Hallandale Beach Community Bus service routes and connections call:

954.457.1620

Monday through Friday: 8 a.m. – 5 p.m.

Hearing-speech impaired/TTY*

800.955.8771

*Teletype machine required

Visit the City of Hallandale Beach web site at:

www.hallandalebeachfl.gov

For more information about BCT routes,

fares or connections, call:

BCT Rider Info

954.357.8400

Hearing-speech impaired/TTY*

954.357.8302

*Teletype machine required



Visit Broward County Transit's web site at:

www.broward.org/bct

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BROWARD COUNTY
BOARD OF COUNTY COMMISSIONERS
TRANSPORTATION DEPARTMENT
An equal opportunity employer and provider of services.

PROTECTIONS OF TITLE VI OF THE
CIVIL RIGHTS ACT OF 1964 AS AMENDED
Any person(s) or group(s) who believe that they have been subjected to discrimination because of race, color, or national origin, under any transit program or activity provided by Broward County Transit (BCT), may call (561)357-8481 to file a Title VI discrimination complaint or write to Broward County Transit Division, Compliance Manager, 1 N. University Drive, Suite 3100A, Plantation, FL 33324.

This public document was promulgated at a cost of \$____ or \$____ per copy, to inform the public about community bus service between Broward County Transit and the City of Hallandale Beach.
8/13

HALLANDALE BEACH COMMUNITY BUS SERVICE ROUTE 3



Effective October 2013

CITY OF HALLANDALE BEACH ROUTE 2 COMMUNITY BUS SERVICE

The City of Hallandale Beach and Broward County Transit (BCT) have partnered to provide Three (3) Hallandale Beach Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Hallandale Beach Community Bus Route 2 include: Hallandale Beach Boulevard Wal-Mart, Diplomat Mall, City Hall and Library, Mardi Gras Casino, Publix Golden Isles, Golden Isles Community, Three Island Parkview Drive, Aventura Hospital and surrounding neighborhood.

Connections are available to BCT Routes 1, and US 1 Breeze 4, 5, 28 and Miami Dade Transit "E"

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks.

The Hallandale Beach Route 2 is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday Through Saturday: 7:00 am – 7:00 pm

The Hallandale Beach Route 2 operates approximately every 66 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

The Hallandale Beach Route 2 will not operate once a hurricane warning has been issued or if other hazards do not allow for the safe operation of the bus.

HOLIDAYS

Hallandale Beach Route 2 does not operate on the following holidays observed by City of Hallandale Beach:

- New Year's Day
- 4th OF JULY
- Thanksgiving Day
- Christmas Eve/Day

Also if the holidays fall on a Sunday they are not observed.

BIKE RACKS

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

Loading

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

Unloading

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

INFORMATION

For more information about the City of Hallandale Beach Community Bus service routes and connections call:

954.457.1620

Monday through Friday: 8 a.m. – 5 p.m.

Hearing-speech impaired/TTY*

800.955.8771

*Teletype machine required

Visit the City of Hallandale Beach web site at:

www.hallandalebeachfl.gov

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

BCT Rider Info

954.357.8400

Hearing-speech impaired/TTY*

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BROWARD COUNTY
Transit

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BROWARD COUNTY
FLORIDA

BROWARD COUNTY
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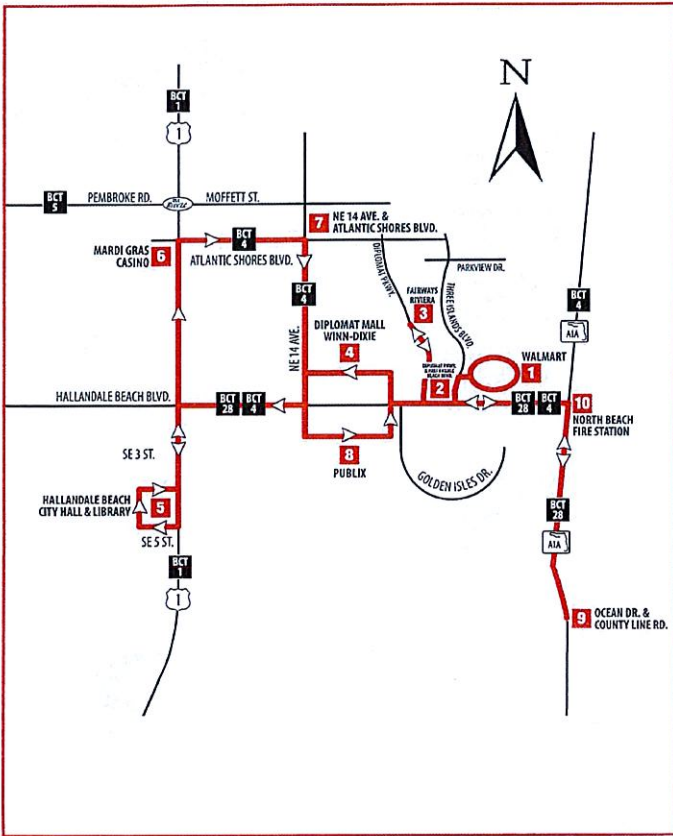
HALLANDALE BEACH COMMUNITY BUS SERVICE ROUTE 2



Hallandale Beach
PROGRESS. INNOVATION. OPPORTUNITY.



Effective October 2013



Route 1

HALLANDALE BEACH WALMART	DIPLOMAT PKWY HALLANDALE BEACH BLVD	FAIRWAYS RIVIERA	DIPLOMAT MALL WINN-DIXIE	HALLANDALE CITY HALL & LIBRARY	MARDI GRAS	NE 14 AVE ATLANTIC SHORES BLVD	GOLDEN ISLES SC PUBLIX SE 14 AVE	OCEAN DR COUNTY LINE RD	NORTH BEACH FIRE STATION	HALLANDALE BEACH WALMART
1	2	3	4	5	6	7	8	9	10	1
7:00a	7:05a	7:10a	7:15a	7:24a	7:33a	7:38a	7:43a	7:49a	7:54a	7:59a
8:00a	8:05a	8:10a	8:15a	8:24a	8:33a	8:38a	8:43a	8:49a	8:54a	8:59a
9:00a	9:05a	9:10a	9:15a	9:24a	9:33a	9:38a	9:43a	9:49a	9:54a	9:59a
10:00a	10:05a	10:10a	10:15a	10:24a	10:33a	10:38a	10:43a	10:49a	10:54a	10:59a
11:00a	11:05a	11:10a	11:15a	11:24a	11:33a	11:38a	11:43a	11:49a	11:54a	11:59a
12:01p	12:07p	12:13p	12:19p	12:29p	12:39p	12:45p	12:50p	12:57p	1:03p	1:08p
1:11p	1:17p	1:23p	1:29p	1:39p	1:49p	1:55p	2:00p	2:07p	2:13p	2:18p
2:21p	2:27p	2:33p	2:39p	2:49p	2:59p	3:05p	3:10p	3:17p	3:23p	3:28p
3:31p	3:37p	3:43p	3:49p	3:59p	4:09p	4:15p	4:20p	4:27p	4:33p	4:38p
4:41p	4:47p	4:53p	4:59p	5:09p	5:19p	5:25p	5:30p	5:37p	5:43p	5:48p
5:53p	5:59p	6:05p	6:11p	6:21p	6:31p	6:37p	6:42p	6:49p	6:55p	7:00p

Bold type indicates PM hours.



CITY OF HALLANDALE BEACH ROUTE 1 COMMUNITY BUS SERVICE

The City of Hallandale Beach and Broward County Transit (BCT) have partnered to provide Three (3) Hallandale Beach Community Bus Routes. This community bus service will increase the number of destinations and connections that can be reached through public transit. Destinations along the Hallandale Beach Route 1 include: Hallandale Beach Boulevard Wal-Mart, Diplomat Mall Winn-Dixie, City Hall and Library, Mardi Gras Casino, Publix Golden Isles, Ocean Drive/County Line, North Beach Fire Station, and surrounding neighborhood.

Connections are available to BCT Routes 1 and US 1 Breeze 4, 5, 6, 28 and Miami Dade Transit "E".

All buses on this route are air-conditioned and wheelchair accessible in accordance with the American with Disabilities Act (ADA). Bicycle racks are also provided. Please refer to this pamphlet for instruction on how to correctly use the bicycle racks. The Hallandale Beach Route 1 is free of charge, but riders making connections to BCT routes are expected to pay the appropriate fares.

HOURS OF OPERATION

Monday Through Saturday: 7:00 am – 7:00 pm

The Hallandale Beach Route 1 operates approximately every 65 minutes, with assigned stops.

Please refer to the timetable and map on the reverse side of this pamphlet. The bus will operate as close to schedule as possible. Traffic conditions and/or inclement weather may cause the bus to arrive earlier or later than the expected time. Please allow yourself enough time when using this service.

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HOLIDAYS

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- Thanksgiving Day
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Also if the holidays fall on a Sunday they are not observed.

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Unloading

- Before exiting, notify the operator you are removing your bike.
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- Move quickly to the curb.

INFORMATION

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954.457.1620

Monday through Friday: 8 a.m. – 5 p.m.

Hearing-speech impaired/TTY*

800.955.8771

*Teletype machine required

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**BROWARD COUNTY
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HALLANDALE BEACH COMMUNITY BUS SERVICE ROUTE 1



Effective October 2013

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND CITY OF HALLANDALE BEACH for COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY.

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and CITY OF HALLANDALE BEACH for COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY, on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same, and the City Manager, duly authorized to execute same on behalf of the City of Hallandale Beach.

COUNTY

BROWARD COUNTY

WITNESSES:

By: _____

_____, County Administrator

____ day of _____, 20__.

Approved as to form by
Office of County Attorney

By: _____ (Date)

Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES:

CITY OF HALLANDALE BEACH

By: _____

D. Mike Good, City Manager

Dated ____ day of _____, 20__.

Approved as to Form
and Sufficiency

City Attorney

Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to Contractors designated by the County.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

- 2.10 Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR ' 164.528.

Section 3: Permitted Uses and Disclosures.

- 3.1 Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County that are communicated to the Business Associate in writing.
- 3.2 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- 3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to the County as permitted by 42 CFR ' 164.504 (e)(2)(i)(B).
- 3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR ' 164.504 (j)(1).

Section 4: Obligations of the County.

- 4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR ' 164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.
- 4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.
- 4.3 The County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the County has agreed in accordance with 45 CFR ' 164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.
- 4.4 The County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County.

Section 2: Obligations and Activities of the Business Associate.

- 2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.
- 2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.
- 2.3 Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.
- 2.4 Business Associate agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.
- 2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the County or created or received on behalf of the County by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.
- 2.6 Business Associate agrees to provide access to the County to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR ' 164.524.
- 2.7 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR ' 164.526 in a timely manner.
- 2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the County or created or received on behalf of the County available to the County or to the Secretary of Health and Human Services or designee within five business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.
- 2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR ' 164.528.

EXHIBIT H

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
CITY OF HALLANDALE BEACH
FOR
COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and City Of Hallandale Beach (hereinafter called "Business Associate"), 400, South Federal Highway, Hallandale Beach, FL 33009, for Community Bus Service Financial Assistance Only:

[Date of original contract and date of most recent amendment], [hereinafter the "Existing Agreement."]

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

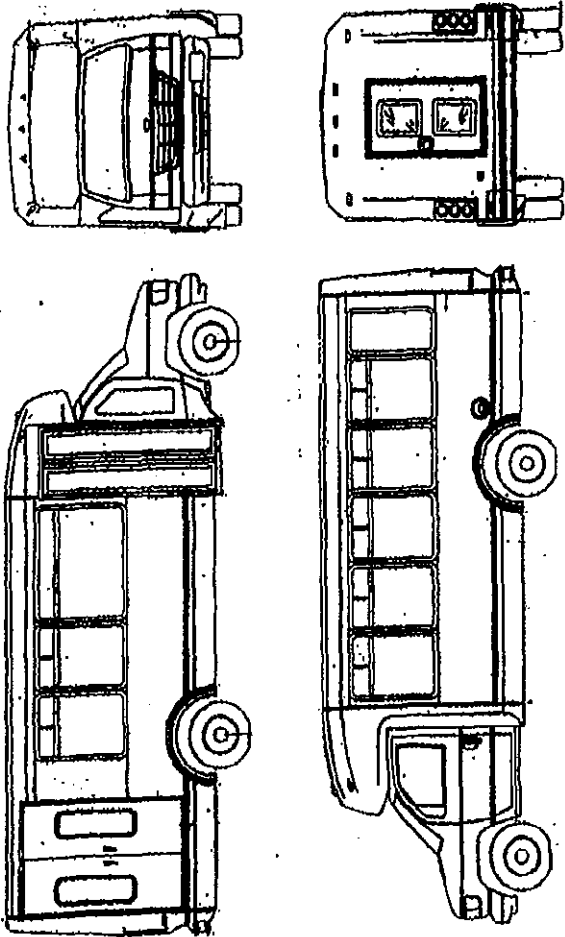
WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: Definitions.

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR ' 164 [hereinafter called, the "HIPAA Privacy Rule"].

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



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

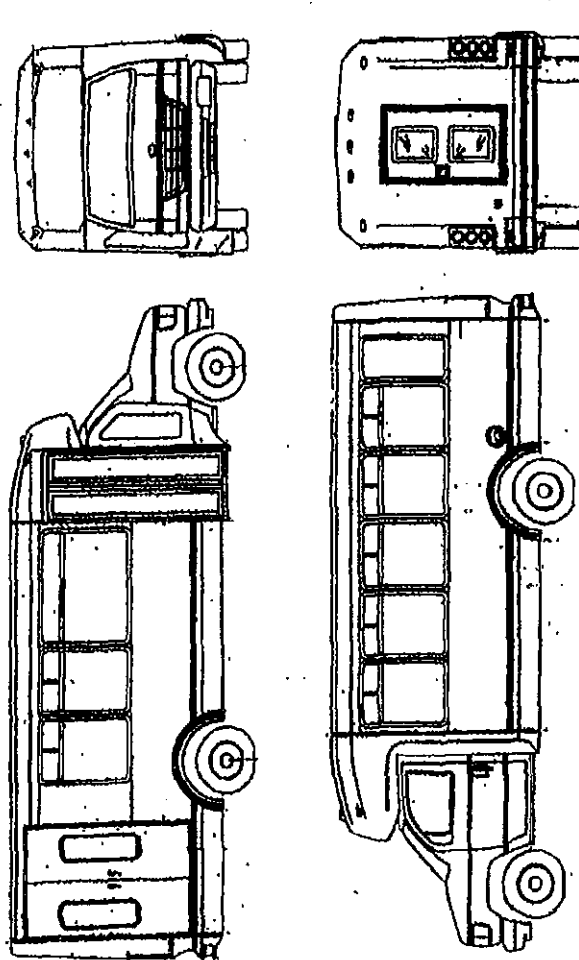


EXHIBIT "G"

OPERATORS' MINI BUS PRE-INSPECTION REPORT

NAME: _____ DATE: _____
BUS NO.: _____ RUN NO.: _____

PRE-EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
	AIR		NO INTERLOCK		HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER		WON'T TRANSMIT		NO REVERSE
LIGHTS	TEMPERATURE	DOORS	WON'T RECEIVE	WIPERS	SLIPPING
	VOLTS		OTHER		OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOMES		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
MIRRORS	FARE BOX	ENGINE	SENSITIVE EDGE	SEAT	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
DEST. SIGN	OUTSIDE LEFT	WCHRL.	HARD START	STEER	WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

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



OTHER ITEMS

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR 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

ADDITIONAL INFORMATION

NOTES:

OPERATOR'S MINI BUS DEFECT REPORT

NAME: _____ DATE: _____
BUS NO.: _____ RUN NO.: _____

PRE-EXT.	NONE	AC/HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED	BRAKES	NO HEAT	TIRE	LEANS L/R
	LOOSE		FOOT		DAMAGE WORN
GAUGES	NOT REGISTERING	RADIO	PARKING	TRANS.	FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
	AIR		NO INTERLOCK		HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER		WON'T TRANSMIT		NO REVERSE
LIGHTS	TEMPERATURE	DOORS	WON'T RECEIVE	WIPERS	SLIPPING
	VOLTS		OTHER		OIL LEAK
	HEADLIGHTS		TOO FAST		WON'T SHIFT
	DOMES		TOO SLOW		BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
MIRRORS	FARE BOX	ENGINE	SENSITIVE EDGE	SEAT	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.		NO POWER		CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
	INSIDE		SMOKES		PASSENGER
DEST. SIGN	OUTSIDE LEFT	WCHRL.	HARD START	STEER	WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK		HARD
	FRONT		NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

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



OTHER ITEMS

EXHAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELERATOR 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

ADDITIONAL INFORMATION

NOTES:

EXHIBIT "F"

City of Hallandale Beach

Annual Operating Funding for Fiscal Year 2010

Community Bus Service for "Route 3"- (\$15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Weekday	3	7:00a -11:00a	60 min	4.00	257	\$15.00	\$ 15,420.00
1	Weekday	3	1:00p - 7:00 pm	80 min	6.00	257	\$15.00	\$ 23,130.00
Financial assistance for weekdays								\$ 38,550.00

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Saturday	3	7:00a -11:00a	60 min	4.00	52	\$15.00	\$ 3,120.00
1	Saturday	3	1:00p - 7:00 pm	80 min	6.00	52	\$15.00	\$ 4,680.00
Financial assistance for weekends								\$ 7,800.00

Total Annual Operating Funds \$ 46,350.00

EXHIBIT "E"

City of Hallandale Beach

Operating vehicle in Route 3 owned by the City of Hallandale

<u>Vehicle #</u>	<u>Year</u>	<u>Make</u>	<u>Seats</u>	<u>Asset</u>	<u>VIN</u>
836	2007	Ford E450	20	N/A	IFDXE45F93HA45850

EXHIBIT "D"

CERTIFICATE OF COMPLIANCE

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

I, Mark Levitt, President, certify that
Name Title
Limousines of South Florida, Inc. has established and implemented an anti-drug and
Name of Contractor
alcohol misuse prevention program in accordance with the terms of Federal Transit
Administration (FTA) regulation 49 CFR Part 655. I further certify that employee
training conducted under this program meets the requirements of this regulation.

09/09/08
Date

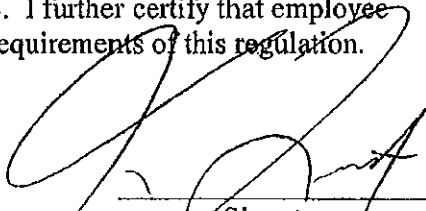

Signature

EXHIBIT "C"



City of Hallandale Beach

September 24, 2009

400 South Federal Highway
Hallandale Beach, FL 33009-6433
Phone: (954) 458-3251
Fax: (954) 457-1342

Irvin Minney
Community Transit Officer
Service and Capital Planning
Broward County Transportation Dept.
1100 Park Central Blvd. So., Suite 3500
Pompano Beach, Florida 33064

Re: Community Bus Services

Dear Mr. Minney:

The City of Hallandale Beach maintains a program of self-insurance pursuant to City of Hallandale Beach Ordinance 85-32. This program meets the requirements of Florida Statute 768.28 and provides for the payment of claims up to the limit of \$100,000/\$200,000 for tort liability.

Should you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,

James R. Buschman
Risk Manager

JRB/mao

EXHIBIT "C"

ACORD CERTIFICATE OF LIABILITY INSURANCEOP ID WY
LIMOU-1DATE (MM/DD/YYYY)
09/22/09

PRODUCER
ISU Insurance Serv. of Irvine
DBA of Norton Ins. Srvc. Inc.
5 Corporate Park, Suite #170
Irvine CA 92606-5164
Phone: 949-419-2100 Fax: 949-419-0491

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

INSURED

Limousines of South FL, Inc.
Mark Levitt
2595 NW 38th Street
Miami FL 33142

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: **First Mercury Insurance**
INSURER B: **National Casualty Company**
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	EPCA000269	06/01/09	06/01/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
B	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	CA00219871	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				NO STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED UNDER THE AUTO AND GENERAL LIABILITY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITOFHA

CITY OF HALLENDALE
ATTN: JIM BUSCHMAN, RISK MGR
400 S. FEDERAL HIGHWAY
HALLENDALE FL 33009

CANCELLATION

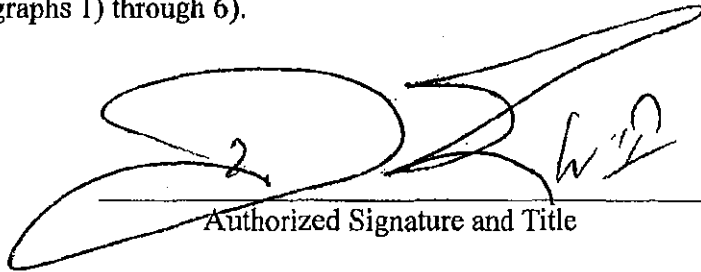
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Michael Scanlon

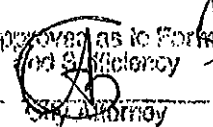
federal, state, or local health, law enforcement, or other appropriate agency; and

- 7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1) through 6).


Authorized Signature and Title

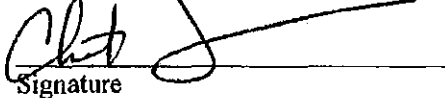
D. Mike Good, City Manager
Printed Name and Title

STATE OF Florida
COUNTY OF Broward

Approved as to Form
and Sufficiency

City Attorney

The foregoing instrument was acknowledged before me this 7 day of OCT,
2009, by D. Mike Good as City Manager
(Name of Person Whose Signature is Notarized) (Title)
of the City of Hallandale Beach known to me to be the person described herein.

NOTARY PUBLIC


Signature

Chinta Jones
Print Name

My Commission Expires: NOV. 5, 2011



EXHIBIT "C"

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID WY LIMOU-1	DATE (MM/DD/YYYY) 05/29/09
PRODUCER ISU Insurance Serv. of Irvine DBA of Norton Ins. Srvc., Inc. 5 Corporate Park, Suite #170 Irvine CA 92606-5164 Phone: 949-419-2100 Fax: 949-419-0491		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Limousines of South FL, Inc. 2598 NW 38th Street Miami FL 33142		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: First Mercury Insurance	
		INSURER B: National Casualty Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR ADDL LTR INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A X	GENERAL LIABILITY	EPCA000269	06/01/09	06/01/10	EACH OCCURRENCE	\$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				NEO EXP (Any one person)	\$ 5,000	
					PERSONAL & ADV INJURY	\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,000	
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOG				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
B X	AUTOMOBILE LIABILITY	CA00219871	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$	
	<input type="checkbox"/> HIRED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS						
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
					AUTO ONLY: AGG	\$	
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$	
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$	
	<input type="checkbox"/> DEDUCTIBLE					\$	
	RETENTION \$					\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS	OTH- ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$	
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$	
	OTHER				E.L. DISEASE - POLICY LIMIT	\$	
A	Excess Auto Liab	EXCA000260	06/01/09	06/01/10	1,000,000 *		
A	Excess Auto Liab	EXCA000260	06/01/09	06/01/10	4,000,000**		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED UNDER THE AUTO AND GENERAL LIABILITY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

SEE ATTACHED VEHICLE SCHEDULE EFFECTIVE 6/1/09.

10-DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

CANCELLATION

BROCCOUN BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS RISK MANAGEMENT DIV, RM 210 115 SOUTH ANDREWS AVE FORT LAUDERDALE FL 33301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Michael Scanlon</i>
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EXHIBIT "B"

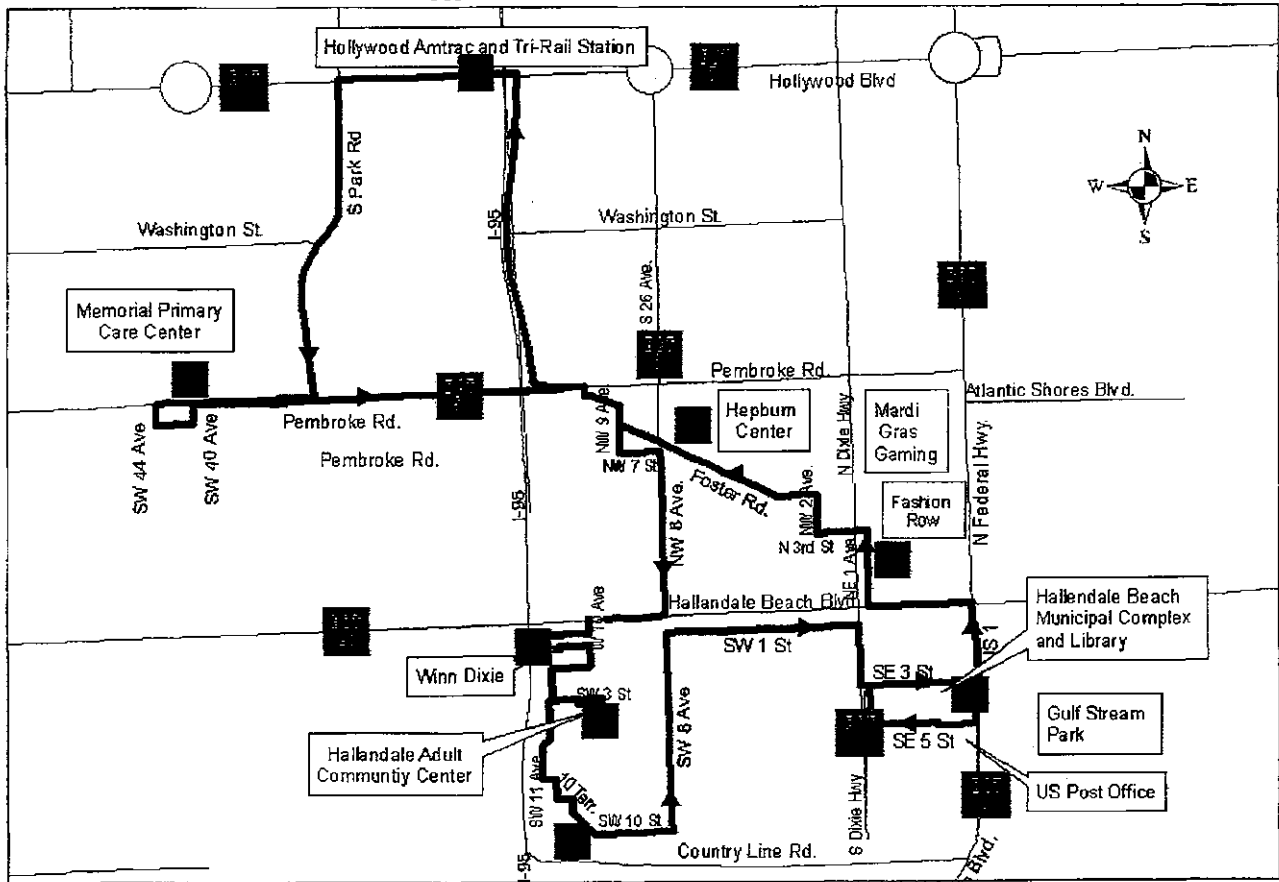
DRUG FREE WORKPLACE CERTIFICATION

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

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

August 26, 2009

Hallandale Beach Route 3



August 26, 2009

Exhibit A

Hallandale Beach Route 3

Weekdays & Saturday

Hallandale Beach City Hall & Library	Fashion Row NE 1 Ave	Hepburn Center NW 8 Ave	Hollywood Tri-Rail	Memorial Primary Care Center	Winn-Dixie NW 10th Terrace	Hallandale Adult Community Center	SW 10 Terr & SW 10 Ave
1	2	3	4	5	6	7	8
7:00	7:06	7:12	7:18	7:25	7:36	7:39	7:46
8:00	8:06	8:12	8:18	8:25	8:36	8:39	8:46
9:00	9:06	9:12	9:18	9:25	9:36	9:39	9:46
10:00	10:06	10:12	10:18	10:25	10:36	10:39	10:46
11:00	11:06	11:12	11:18	11:25	11:36	11:39	11:46
12:00	12:06	12:12	12:18	12:25	12:36	12:39	12:46
1:00	1:06	1:12	1:18	1:25	1:25	1:36	1:46
2:00	2:06	2:12	2:18	2:25	2:25	2:36	2:46
3:00	3:06	3:12	3:18	3:25	3:25	3:36	3:46
4:00	4:07	4:14	4:21	4:29	4:25	4:40	4:46
5:00	5:07	5:14	5:21	5:29	5:25	5:40	5:46
6:00	6:07	6:14	6:21	6:29	6:30	6:40	6:46
7:00							

8/26/2009

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

COMMUNITY BUS SERVICE
FINANCIAL ASSISTANCE ONLY



INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

COMMUNITY BUS SERVICE
FINANCIAL ASSISTANCE ONLY

This is an 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 HALLANDALE BEACH, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

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

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

WHEREAS, both 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; NOW, THEREFORE,

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 ADA - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 CFR Parts 1630, 1602; 28 CFR Part 35, 49 CFR Parts 27,37,38, 28 CFR Part 36, and 47 CFR Sections 64.601 et seq.
- 1.2 Agreement - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.3 Board - The Broward County Board of County Commissioners.
- 1.4 BCT - The Broward County Transit Division.
- 1.5 Contract Administrator - The Broward County Administrator, the Director of the Broward County Transportation Department, or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.6 County Administrator - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.7 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.8 Emergency Service - Emergency Service shall mean 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.
- 1.9 Vehicle(s) - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "E."

ARTICLE 2
SCOPE OF SERVICES
SERVICES TO BE PROVIDED BY CITY

- 2.1 CITY shall provide public transportation services within the CITY at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by 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 set forth herein. Any changes to Exhibit "A" made by CITY shall be effective only upon the written consent of Contract Administrator.

The services to be provided shall include the following:

- 2.1.1 Service shall be provided a minimum of twenty four (24) hours a week to certain locations and at scheduled intervals as listed on the attached Exhibit "A." CITY acknowledges and agrees that it shall not deviate or make changes to the service routes established in Exhibit "A," including but not limited to a decrease or increase in revenue service hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1, and COUNTY shall not compensate CITY for any deviations or changes from the service routes established in Exhibit "A" without the prior written consent of Contract Administrator.
- 2.1.2 If CITY determines a fare to be appropriate prior to beginning service under the terms of this Agreement, CITY may institute such fare; provided, however, that such fare shall never exceed one-half (1/2) of the fixed-route, full adult COUNTY fare. A public hearing shall be held by the CITY prior to the institution of any proposed fare or fare increase. COUNTY must approve, in writing, the imposition of a fare prior to implementation by CITY.
- 2.1.3 CITY, in compliance with the provisions of 49 USC Section 5307(d)(1), shall hold a public hearing before its City Commission as follows:
- (1) Prior to the implementation or change in fares.
 - (2) Prior to any change in service affecting twenty-five percent (25%) or more to the route miles, when calculated on total route miles or on daily revenue miles.
 - (3) Prior to establishing a new transit route.
 - (4) Prior to discontinuing any transit route in its entirety.

- (5) Prior to implementing headway adjustments of more than ten (10) minutes during peak service hours or more than twenty (20) minutes during non-peak hours.

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

- (1) A description of the contemplated service or fare change, as appropriate.
- (2) The date, time, and accessible location of the hearing.
- (3) The location and addressee to whom written comments may be sent.
- (4) Criteria for requesting available accommodations and alternative formats.

In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. The temporary change in service shall be given widest possible advance notice through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

- 2.1.4 CITY shall provide COUNTY with the notice and minutes of all public hearings held to satisfy the requirements of 49 USC Section 5307(d)(1)(I).
- 2.1.5 It shall be the responsibility of CITY to obtain any necessary permission to access or encroach upon any private property for use as an origin and/or destination associated with this Agreement.
- 2.1.6 Within six (6) months after the start of service, CITY shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle operated by CITY. 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 vehicle, during any six (6) month period shall constitute a breach of this Agreement, entitling COUNTY to immediately terminate the same in accordance with the terms hereof 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 be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination. 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 ten (10) days of receipt by CITY of the notice of termination.

2.1.7 Vehicle(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by CITY or its contractors. These employees shall provide full utilization of Vehicle(s) to disabled passengers. CITY or its contractor shall obtain driving and criminal background checks for all operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY and/or its contractor shall require its operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking).

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

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

- 2.1.9 Florida Commercial Driver's License operators hired by CITY or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.10 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that CITY's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.11 CITY shall maintain the Vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep Vehicle(s) in reasonable condition at all times.
- 2.1.12 CITY while providing the community bus activities addressed herein shall comply, and assures the compliance of any third party contractor, with the applicable laws and regulations relating to nondiscrimination on the basis of disability:
1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S. C. Section 794, prohibits discrimination on the basis of disability by recipients of Federal financial assistance.
 2. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.
 3. DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.
- 2.1.13 In accordance with Broward County Ordinance 92-8, CITY certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event CITY contracts with a third party to perform the services addressed herein, such contractor shall comply with COUNTY's Drug-Free Workplace Program requirements.

- 2.1.14 CITY agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event CITY subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by Contract Administrator must be included in any subsequent agreement. CITY further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the BCT Director (a model format for certifying compliance is attached as Exhibit "D").
- 2.1.15 CITY agrees to prepare, maintain, and submit annual reports to COUNTY summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to COUNTY by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to COUNTY summarizing its drug and alcohol testing results and shall permit COUNTY to inspect its records during site visits, to ensure compliance with program requirements.
- 2.1.16 CITY agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and COUNTY-assigned identification number shall be conspicuously displayed on the rear of the Vehicle(s) at all times.
- 2.1.17 CITY shall maintain certain records of information and data in the format prescribed by COUNTY. CITY shall supply the reports listed below to COUNTY pursuant to the schedule as set forth below. Reports shall be transmitted to COUNTY in a format that can be read and updated using standard software tools compatible with COUNTY's system, such as Microsoft Excel, Microsoft Word and Acrobat Reader.

Immediately:

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

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

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

Current roster of drivers

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

Fuel usage for revenue service Vehicles in gallons

Complaint summary as required in Article 3 herein

Yearly:

Vehicle inventory and mileage on each Vehicle

Current insurance certificate in accordance with COUNTY requirements

National Transit Database Operating Expenses Summary Form

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

2.1.18 CITY shall at all times have and maintain in proper working order a dedicated TTY number.

2.1.19 In the event that the Vehicle(s) is not equipped with an audio/visual system to automatically announce major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, the operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

- a. transfer points with other fixed-routes; and
- b. other major intersections and destination points; and
- c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.1.20 CITY shall be solely responsible to provide, during the term of this Agreement, a high quality community bus service which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of

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

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

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

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

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

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

2.2.2 COUNTY may conduct periodic inspections using its own or contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufacturers' specification and any Vehicle not determined by COUNTY to be acceptable will be removed from service by CITY and all deficiencies corrected immediately. At COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

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

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

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

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

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

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

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

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

(a) CITY, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

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

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

- (13) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- (14) The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.
- (15) Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

2.6 EQUIPMENT

- 2.6.1 CITY shall utilize one (1) wheelchair accessible, passenger Vehicle(s), as described on Exhibit "E" to be used in regular route service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations.
- 2.6.2 Vehicle(s) used by CITY, or its subcontractor, to provide services pursuant to this Agreement, shall be equipped with bicycle racks or similar device used to transport non-motorized bicycles.

2.7 SERVICES TO BE PROVIDED BY COUNTY

- 2.7.1 COUNTY shall provide CITY with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation shall be the responsibility of CITY and must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, CITY desires to supply its own signage at its own expense such signage must be approved by COUNTY.
- 2.7.2 COUNTY, in its sole discretion, acting through its Contract Administrator, may authorize a replacement Vehicle(s). In the event that a Vehicle(s) is replaced, Exhibit "E" shall be updated. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

2.8 TECHNICAL ASSISTANCE

- 2.8.1 COUNTY shall provide Florida Commercial Driver's License operators hired by CITY or its contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver's License operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver's License operators employed at any time during the term of this Agreement. In the event training is not available, Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the Vehicle(s), for Florida Commercial Driver's License operators to attend and complete COUNTY's training.

2.8.2 COUNTY shall assist CITY staff with any aspect of planning and scheduling of public transit routing that CITY might request.

2.8.3 COUNTY shall print and provide CITY with bus route timetables sufficient to inform CITY residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.9 CITY acknowledges and agrees that Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

2.10 EMERGENCY SERVICE.

2.10.1 In addition to the scheduled community bus service as set forth in Exhibit "A," CITY, upon direction of BCT, may be required to provide Emergency Service. Emergency Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY staff. 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 that is utilized by another CITY as set forth above. Fares shall not be collected from passengers during Emergency Service.

2.10.2 Suspension of Operations: CITY may suspend all or a portion of service when said performance is made impossible by inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or any other unforeseeable cause beyond control of CITY or its contractor. CITY shall request verbal or written approval of COUNTY prior to suspending operations.

2.10.3 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, natural disasters and acts of terrorism. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ADVERTISING

- 2.11.1 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.

ARTICLE 3 COMPLAINTS

- 3.1 CITY shall respond to complaints regarding the quality of service brought by patrons or by COUNTY on its own initiative or otherwise. Such response shall be provided by CITY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. CITY shall copy Contract Administrator on all correspondence. At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns 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.
- 3.1.1 CITY shall be required to resolve all written and oral complaints received from the public or COUNTY. CITY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.
- 3.1.2 CITY shall submit a monthly report to Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, CITY shall prepare and furnish such other reports as Contract Administrator may, from time to time, require.

ARTICLE 4 TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2012; the term may be extended for up to two (2) additional one (1) year periods upon written approval of Contract Administrator ninety days prior to the expiration date of the current term. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

- 4.2 Prior to beginning the performance of any services under this Agreement, CITY must receive a Notice to Proceed from Contract Administrator.

ARTICLE 5
FINANCIAL ASSISTANCE

- 5.1 COUNTY agrees to pay CITY Fifteen Dollars (\$15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

5.1.1 Advance payments made by COUNTY to CITY for any quarter based on projected revenue service hours will be adjusted by COUNTY in future quarterly payments based on the actual revenue hours achieved.

- 5.2 The name of the official payee to whom COUNTY shall issue checks shall be the CITY OF HALLANDALE BEACH.

5.3 METHOD OF BILLING AND PAYMENT

5.3.1 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 include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s) under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof.

ARTICLE 6
CHANGES IN SCOPE OF SERVICES

- 6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.16 below.
- 6.2 Any appreciable changes in the level of services, as determined by Contract Administrator's sole discretion, to be provided by CITY as set forth herein shall only be implemented after COUNTY and CITY have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of

COUNTY once again providing public transportation services if ridership levels warrant expanded service.

- 6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by Contract Administrator.

ARTICLE 7 INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 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 agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8 INSURANCE

- 8.1 The parties hereto acknowledge that CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement. CITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.
- 8.2 If CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at 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 intentional or negligent 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 property. 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 provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary

by Contract Administrator and 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; and any amount withheld shall not be subject to payment of interest by COUNTY.

Insurance: CITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

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

ARTICLE 9 TERMINATION

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

- 9.4 CITY acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration to CITY for COUNTY's right to terminate this Agreement for convenience.
- 9.5 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the equipment 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 equipment to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle for return to 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 prior to 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 indentified by the Maintenance Transit Manager.

ARTICLE 10 MISCELLANEOUS

10.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of 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 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.

10.2 AUDIT RIGHT 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 Agreement. 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 Agreement. 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, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's and its subcontractors' records, CITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY or its subcontractors. 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, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

10.3 EEO COMPLIANCE

CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. 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 21 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as 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. 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 ensure nondiscrimination 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, as may be amended from time to time). 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.

Consistent with the provisions of the Title VI, FTA Circular 4702.1A, CITY, as a grant recipient of FTA assisted funds, CITY shall ensure that transit services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin. Accordingly, CITY shall provide information to the public regarding its Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its vehicle(s), website, and bus schedules.

10.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to 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, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by 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.

10.5 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.

10.6 THIRD PARTY BENEFICIARIES

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

10.7 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR COUNTY:

Director
Broward County Transit Division
3201 West Copans Road
Pompano Beach, FL 33069

FOR CITY:

City Manager
City of Hallandale Beach
400 s. Federal Highway
Hallandale Beach, FL 333009

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except as authorized herein. 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/she will render his/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.

10.9 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.

CITY further agrees that none of its 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, CITY agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of 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 agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

10.10 MATERIALITY AND WAIVER OF BREACH

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

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.

10.11 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.

10.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless 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 after the finding by the court becomes final.

10.13 JOINT PREPARATION

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

10.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, 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.

10.16 AMENDMENTS

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

10.17 PRIOR AGREEMENTS

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

10.18 HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event CITY is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CITY shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, CITY shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CITY's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

10.19 PAYABLE INTEREST

10.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, 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.

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

10.20 INCORPORATION BY REFERENCE

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

10.21 REPRESENTATION OF AUTHORITY

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

10.22 MULTIPLE ORIGINALS

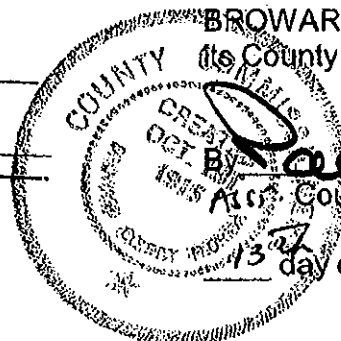
Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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 its County Administrator, authorized to execute same by Board action on the 25 day of August, 2009, and CITY, signing by and through its City Manager duly authorized to execute same.

COUNTY:

Shirley Aragon
Andri M...



BROWARD COUNTY, by and through
its County Administrator

[Signature]
Acting County Administrator

13 day of October, 2009

Insurance requirements
approved by Broward County
Risk Management Division

By [Signature]

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By [Signature]
Sharon V. Thorsen
Senior Assistant County Attorney


INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF HALLANDALE
BEACH FOR USE OF VEHICLES FOR COMMUNITY BUS SERVICE

CITY:

Approved by Resolution no: N/A

Dated: N/A

ATTEST:



City Clerk

(CORPORATE SEAL)

CITY OF HALLANDALE BEACH

By: 

City Manager

____ day of _____, 20____

APPROVED AS TO FORM:

By: 

City Attorney

SVT:slw
9/3/09
2009HALLANDALEfinanasst
8-114.20

**ADDENDUM #2 TO OPERATION AND MAINTENANCE OF
MINIBUS ROUTES AGREEMENT**

THIS IS THE SECOND ADDENDUM TO THE **OPERATION AND MAINTENANCE OF MINIBUS ROUTES AGREEMENT** between Limousines of South Florida, Inc. with an address located at 3300 S.W. 11th Avenue, Fort Lauderdale, FL, 33315 (hereinafter "Contractor") and the CITY OF HALLANDALE BEACH with an address located at 400 South Federal Highway, Hallandale Beach, Florida 33119 (hereinafter "CITY") entered on this date of 1st April, 2017.

This Addendum is made part of the Contract for Operation and Maintenance of Minibus Routes entered on May 21, 2014 and Addendum #1 entered into on August 16, 2016 which remains in full force except for those terms as stated herein.

The parties hereby agree to the following addendum and modifications.

- 1) LOSF shall provide an additional minibus for the expansion of Route #1 and will operate the additional vehicle for the hours designated by the City; and
- 2) The City will provide the new route modifications to the existing routes and these new route modifications will replace Exhibit #3 of the Original Agreement and will become part of this Addendum;
- 3) This Addendum shall be governed by and construed in accordance with the terms and conditions of the existing Agreement. This includes any changes in the scope of service covered under this addendum or any changes in compensation included.
- 4) All additional costs for required equipment for the SmartPhone App will be reimbursed by the City;
- 5) All other terms and conditions of the Agreement shall remain in full force and effect;
- 6) The terms of the Operation and Maintenance of Minibus Routes Agreement remain in full force and effect and will govern in all other respects.

Date: 3/31/17

BY: [Signature]
CITY MANAGER

Date: 3/31/17

BY: [Signature]
CONTRACTOR

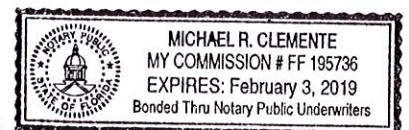
State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 31st day of March, 2017, by Mark Levitt who is personally known to me and did take an oath.

WITNESS my hand and official seal, this 31st day of March, 2017 (NOTARY SEAL)

Approved as to form
and sufficiency

[Signature]
CITY ATTORNEY



[Signature]

ADDENDUM # 9

PLEASE NOTE RECEIPT OF ADDENDUM #9 BY SIGNING BELOW AND INCLUDE WITH YOUR FIRM'S SUBMISSION.

I ACKNOWLEDGE RECEIPT OF ADDENDUM #9:

Company:	
Name:	
Title:	
Signature:	
Date:	

Sincerely,



Andrea Lues, Director, Procurement Department