



Item No. 116d

TOWN OF LAUDERDALE-BY-THE-SEA

AGENDA ITEM REQUEST FORM

ADMINISTRATION

Department Submitting Request

John Olinzock

Dept Head's Signature

Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office	Commission Meeting Dates	Last date to turn in to Town Clerk's Office
<input type="checkbox"/> Nov 10, 2009	Oct. 30 (5:00 p.m.)	<input type="checkbox"/> Jan 26, 2010	Jan 15 (5:00 p.m.)	<input type="checkbox"/> March 23, 2010	Mar 12 (5:00 p.m.)
<input type="checkbox"/> Dec 1, 2009	Nov 20 (5:00 p.m.)	<input type="checkbox"/> Feb 9, 2010	Jan 29 (5:00 p.m.)	<input checked="" type="checkbox"/> April 13, 2010	April 2 (5:00p.m.)
<input type="checkbox"/> Dec 8, 2009	Nov 25 (5:00 p.m.)	<input type="checkbox"/> Feb 23, 2010	Feb 12 (5:00 p.m.)	<input type="checkbox"/> April 27, 2010	April 16 (5:00p.m.)
<input type="checkbox"/> Jan 12, 2010	Dec 31 (5:00 p.m.)	<input type="checkbox"/> Mar 4, 2010	Feb 19 (5:00p.m.)	<input type="checkbox"/> May 11, 2010	April 30 (5:00p.m.)

NATURE OF AGENDA ITEM

- | | | |
|---|--|--|
| <input type="checkbox"/> Presentation | <input type="checkbox"/> Resolution | <input type="checkbox"/> New Business |
| <input type="checkbox"/> Report | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Manager's Report |
| <input type="checkbox"/> Consent Agenda | <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Attorney's Report |
| <input type="checkbox"/> Bids | <input checked="" type="checkbox"/> Old Business | <input type="checkbox"/> Other |

EXPLANATION: Commission Approval of Execution of Agreement For Maintenance of Broward County Transit Bus Shelters.

STAFF RECOMMENDATION: N/A

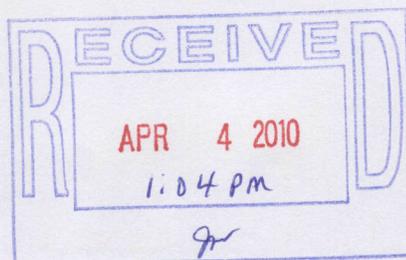
BOARD/COMMITTEE RECOMMENDATION: N/A

FISCAL IMPACT AND APPROPRIATION OF FUNDS: TBD

- | | |
|---|--|
| <input type="checkbox"/> Amount \$ _____ | <input type="checkbox"/> Acct # _____ |
| <input type="checkbox"/> Transfer of funds required | <input type="checkbox"/> From Acct # _____ |
| <input type="checkbox"/> Bid | <input type="checkbox"/> Grant <input type="checkbox"/> Amount represents matching funds |

Town Attorney review required

Yes No

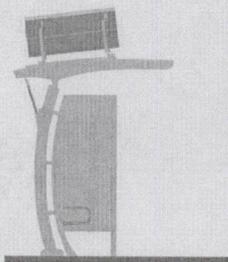
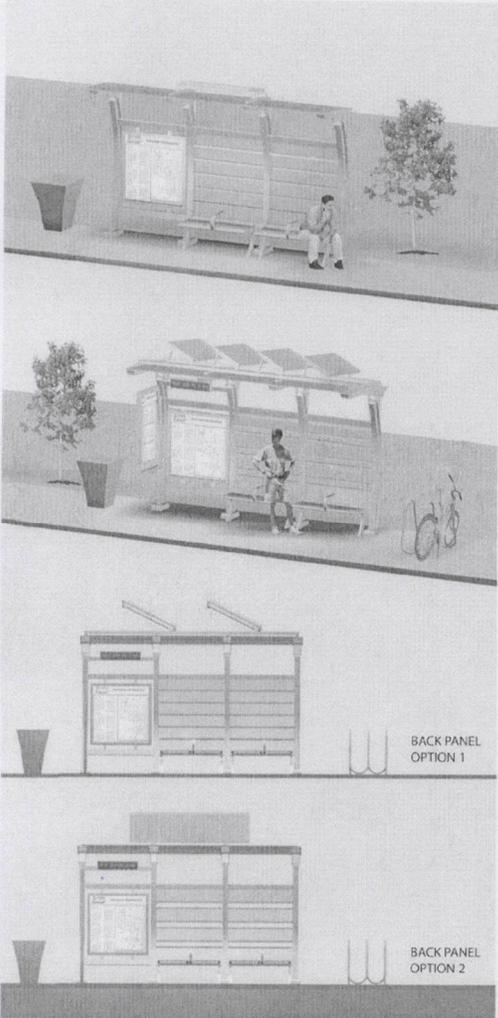


Town Manager's Initials: JO

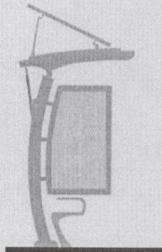
BUS SHELTER DESIGNS



PROPOSED PRE-FABRICATED BUS SHELTER
CURVED COLUMN OPTION - GREEN ROOF



7'-0" WIDE SHELTER
PROFILE VIEW



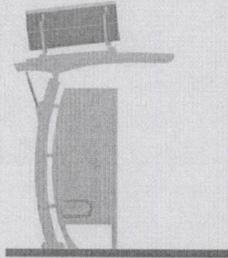
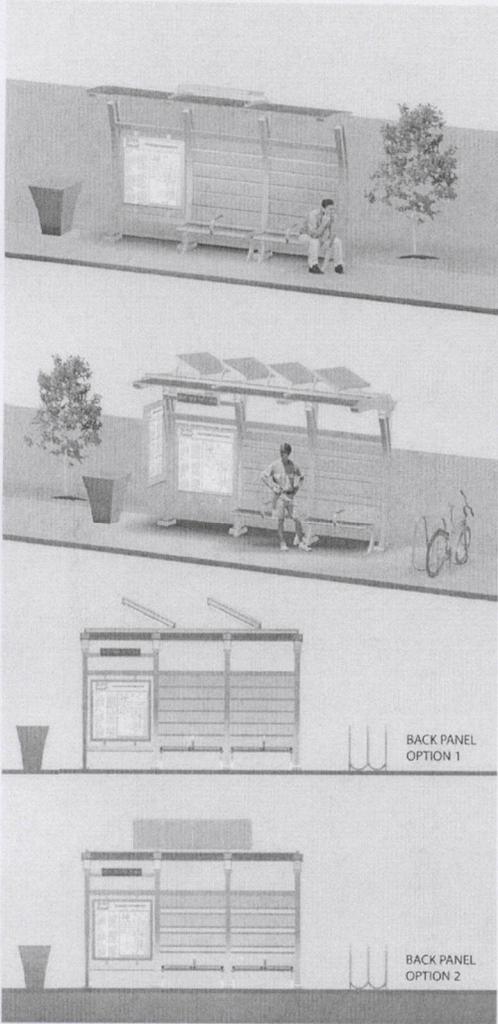
5'-0" WIDE SHELTER
PROFILE VIEW



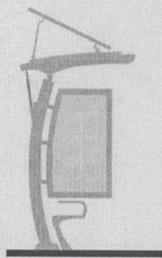
3'-0" WIDE SHELTER
PROFILE VIEW

BRYLWARD
COUNTY
Transit

PROPOSED PRE-FABRICATED BUS SHELTER
CURVED COLUMN OPTION - BLUE ROOF



7'-0" WIDE SHELTER
PROFILE VIEW



5'-0" WIDE SHELTER
PROFILE VIEW

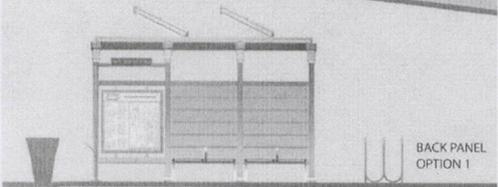
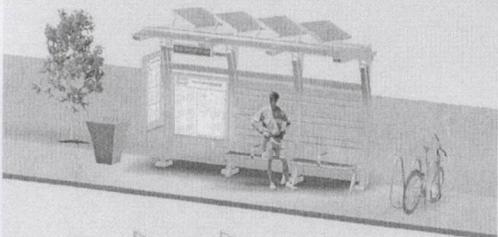
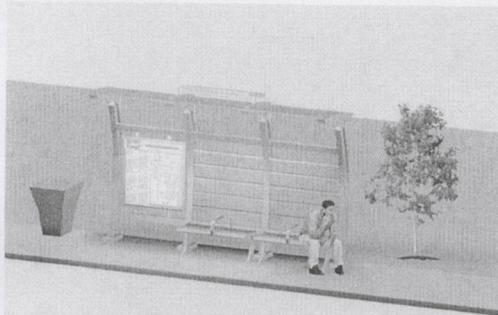


3'-0" WIDE SHELTER
PROFILE VIEW

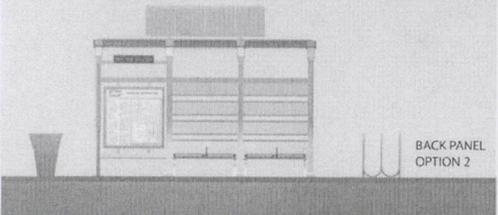
SINGER ARCHITECTS



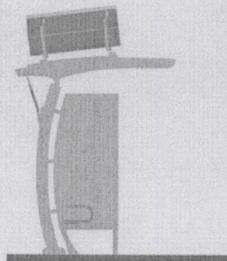
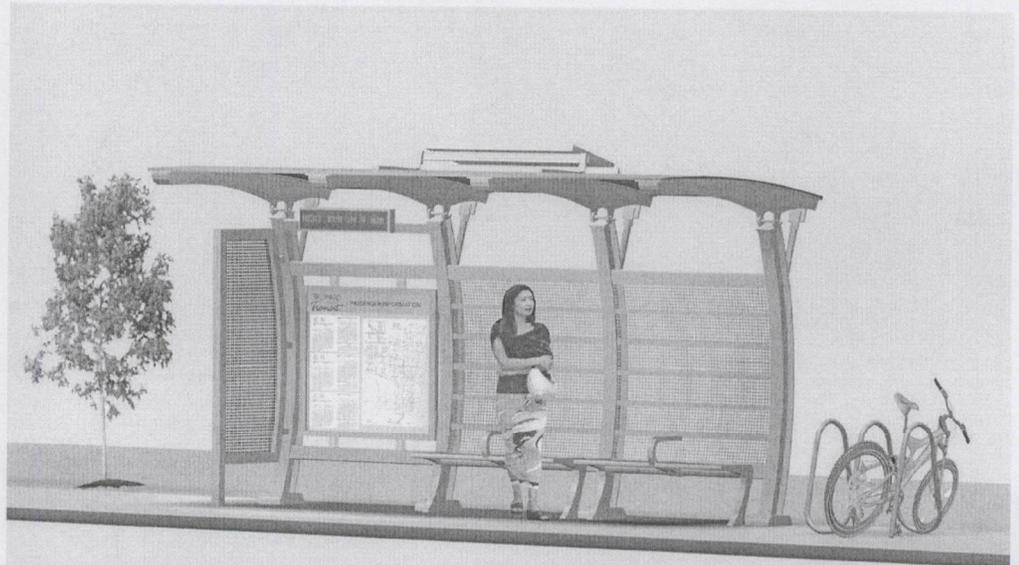
PROPOSED PRE-FABRICATED BUS SHELTER CURVED COLUMN OPTION



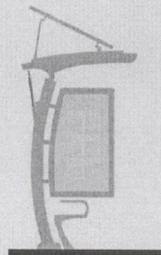
BACK PANEL
OPTION 1



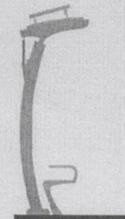
BACK PANEL
OPTION 2



7'-0" WIDE SHELTER
PROFILE VIEW



5'-0" WIDE SHELTER
PROFILE VIEW

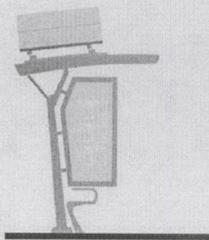
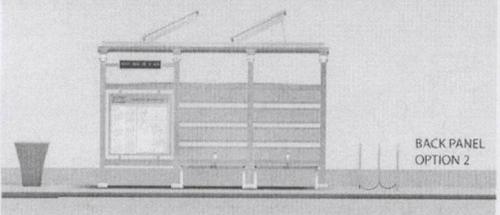
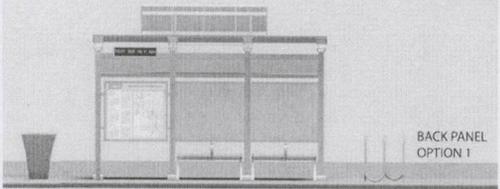
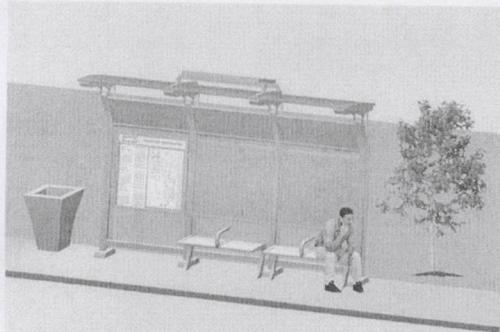


3'-0" WIDE SHELTER
PROFILE VIEW

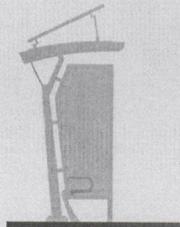




PROPOSED PRE-FABRICATED BUS SHELTER
TAPERED COLUMN OPTION - BLUE ROOF



7'-0" WIDE SHELTER
W/ SOLAR PANELS @ SOUTH BOUND



5'-0" WIDE SHELTER
W/ SOLAR PANELS @ EAST BOUND

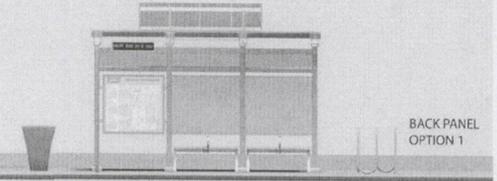
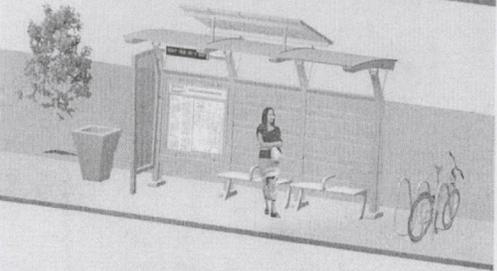
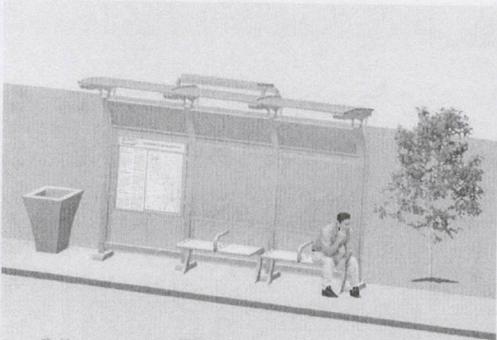


3'-0" WIDE SHELTER

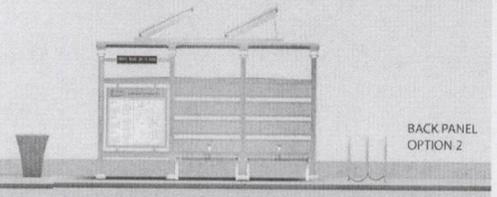




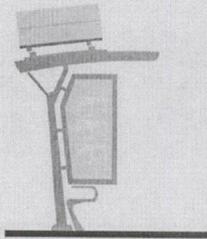
PROPOSED PRE-FABRICATED BUS SHELTER TAPERED COLUMN OPTION



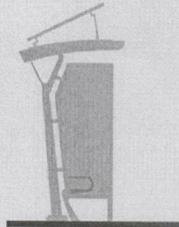
BACK PANEL
OPTION 1



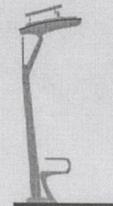
BACK PANEL
OPTION 2



7'-0" WIDE SHELTER
W/ SOLAR PANELS @ SOUTH BOUND



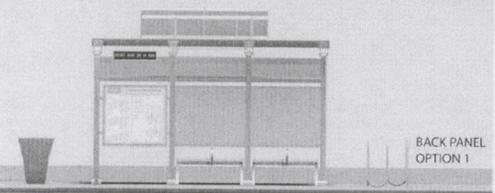
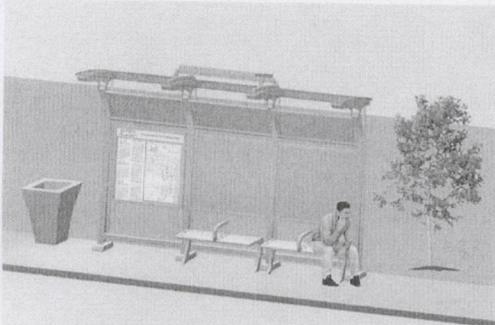
5'-0" WIDE SHELTER
W/ SOLAR PANELS @ EAST BOUND



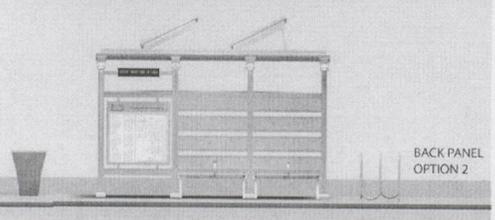
3'-0" WIDE SHELTER



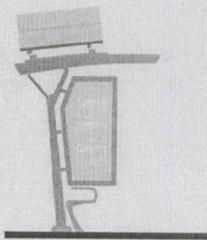
PROPOSED PRE-FABRICATED BUS SHELTER TAPERED COLUMN OPTION - GREEN ROOF



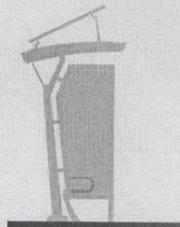
BACK PANEL
OPTION 1



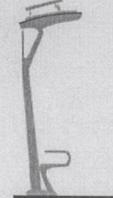
BACK PANEL
OPTION 2



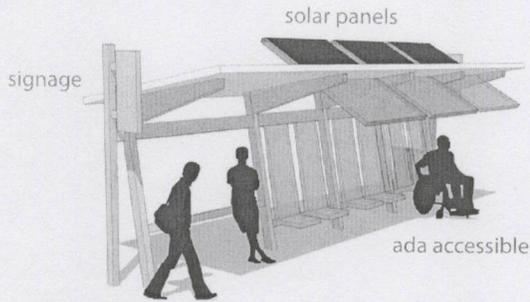
7'-0" WIDE SHELTER
W/ SOLAR PANELS @ SOUTH BOUND



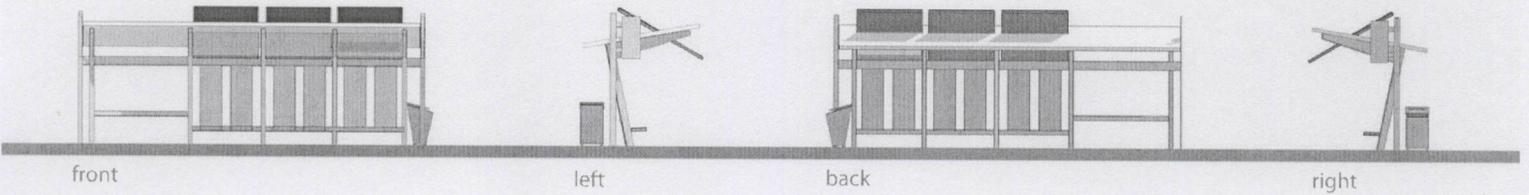
5'-0" WIDE SHELTER
W/ SOLAR PANELS @ EAST BOUND



3'-0" WIDE SHELTER



PROPOSED PRE-FABRICATED
BUS SHELTER



PROPOSED AGREEMENT

AGREEMENT

between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

for

MAINTENANCE OF BUS SHELTERS

AGREEMENT

between

BROWARD COUNTY

and

TOWN OF LAUDERDALE-BY-THE-SEA

for

MAINTENANCE OF BUS SHELTERS

THIS IS AN AGREEMENT made and entered into by and between BROWARD COUNTY, a political subdivision of the state of Florida, its successors and assigns, hereinafter referred to as "COUNTY," through its Board of County Commissioners,

AND

TOWN OF LAUDERDALE-BY-THE-SEA, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITY."

WHEREAS, the parties desire to increase the amenities at bus stops to improve the comfort of the traveling public; and

WHEREAS, COUNTY has determined that it is cost effective for COUNTY to furnish and install bus shelter improvements within the jurisdictional limits of MUNICIPALITY, provided that MUNICIPALITY agrees to maintain the bus shelters upon installation; and

WHEREAS, MUNICIPALITY has expressed its desire to maintain the improvements; and

WHEREAS, it is of mutual benefit to the residents of COUNTY and MUNICIPALITY to improve bus stop comfort by providing bus shelters and other amenities; NOW, THEREFORE,

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 "**Agreement**" shall mean this document, Articles 1 through 8, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 "**Board**" shall mean the Broward County Board of County Commissioners.
- 1.3 "**Contract Administrator**" shall mean the Broward County Administrator, the Director of the Transportation Department or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with MUNICIPALITY and to manage and supervise execution and completion of 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 Participation.
- 1.4 "**County Administrator**" shall mean the administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.
- 1.5 "**County Attorney**" shall mean 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.
- 1.6 "**Department**" shall mean the Broward County Transportation Department.
- 1.7 "**Bus Shelter(s)**" shall mean the bus stop shelter pad(s), shelter structure(s), trash receptacle(s) and other amenities commonly associated with shelters.

ARTICLE 2
SCOPE

COUNTY and MUNICIPALITY shall:

- 2.1 COUNTY shall install or cause to be installed Bus Shelter(s) which are described and located as set forth on Exhibit "A" within the jurisdiction of MUNICIPALITY. The installation of the Bus Shelter(s) shall be at no cost to MUNICIPALITY. The Bus Shelters shall remain the property of COUNTY. MUNICIPALITY shall provide easement(s) in a form acceptable to COUNTY prior to the installation of the Bus Shelter(s), where applicable, if requested by COUNTY.
- 2.2 MUNICIPALITY agrees to maintain, at its sole cost and expense, the Bus Shelter(s) set forth on Exhibit "A," in compliance with any and all applicable laws which shall

include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act of 1990, as currently enacted or as may be amended from time to time ("ADA"). The Bus Shelter(s) shall be kept clean and free from trash and debris. The Bus Shelter(s) shall be kept free of graffiti. As part of the maintenance responsibility, MUNICIPALITY shall at all time keep Bus Shelters in good repair and replace, defective, damaged or worn out parts of the Bus Shelter(s). MUNICIPALITY's responsibility to keep the Bus Shelter(s) in good repair shall include all necessary maintenance of any type or nature, including, but not limited to, maintenance, repair and replacement of defective, damaged or worn out parts due to normal wear and tear, acts of God, vandalism and accidents. MUNICIPALITY shall take all necessary steps to maintain the Bus Shelters in a manner to protect against injury to any person or property.

In the event that a Bus Shelter should suffer significant damage, MUNICIPALITY shall immediately report the damage to COUNTY and MUNICIPALITY shall immediately take any and all steps reasonably necessary to protect against injury to any person or property. Significant Damage shall mean damage to the Bus Shelter which renders the Bus Shelter no longer suitable to meet and perform adequately for the purpose for which it was constructed and it may not be safely maintained within the parameters set forth by the manufacturer. Following a determination by COUNTY, in consultation with MUNICIPALITY, that the Bus Shelter has suffered Significant Damage and that the Bus Shelter is beyond repair, MUNICIPALITY shall remove the Bus Shelter within 72 hours from notice of COUNTY's determination. COUNTY's determination relating to the ability to repair the Bus Shelter shall be final. Neither COUNTY nor MUNICIPALITY shall be required to replace a shelter which has suffered significant damage and been deemed by the COUNTY to be beyond repair. In the event that COUNTY, in its sole discretion shall replace a Bus Shelter, MUNICIPALITY acknowledges and agrees that all terms and conditions of this Agreement shall apply to the replacement Bus Shelter.

- 2.3 All Bus Shelter(s) shall at all times have a notification sign posted with the name and phone number of the contact person for MUNICIPALITY responsible for maintenance of the Bus Shelter(s) so that members of the public may contact MUNICIPALITY regarding problems with the Bus Shelter(s). MUNICIPALITY shall promptly respond and correct all complaints regarding maintenance.
- 2.4 COUNTY and MUNICIPALITY agree and understand that this Agreement does not change the COUNTY road functional classification.
- 2.5 No advertisements will be permitted on Bus Shelters.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall terminate as provided for in Sections 3.2 through 3.6, herein

below.

- 3.2 This Agreement may be terminated for cause by COUNTY, through action of the Board if MUNICIPALITY has not corrected the breach within thirty (30) days of written notice given by COUNTY to MUNICIPALITY setting forth the breach. If MUNICIPALITY corrects the breach within thirty (30) days after written notice of same, to the sole satisfaction of COUNTY, the Agreement shall remain in full force and effect. If such breach is not corrected and improved within thirty (30) days of receipt of notice of breach, COUNTY may terminate the Agreement. Specifically in the case of MUNICIPALITY's requirement to maintain the Property, COUNTY, at the option of Contract Administrator, may cause such breach to be corrected and improved and bill MUNICIPALITY for the costs of such correction and improvement, or terminate this Agreement. If COUNTY opts to correct and improve the breach and bills MUNICIPALITY for same, MUNICIPALITY shall then remit to COUNTY the amount so billed within thirty (30) days of MUNICIPALITY's receipt thereof.
- 3.3 Termination of this Agreement for cause shall include, but not be limited to, failure of MUNICIPALITY to suitably perform the services required by Article 2 herein, failure of MUNICIPALITY to maintain the Bus Shelter(s) pursuant to the terms of this Agreement, or a failure of MUNICIPALITY to continuously perform the services required by the terms and conditions of this Agreement in a manner calculated to meet or accomplish the objectives set forth herein, notwithstanding whether any such breach was previously waived or cured.
- 3.4 This Agreement may be terminated for convenience by COUNTY upon thirty (30) days' written notice given by COUNTY to MUNICIPALITY. This Agreement may also be terminated by County Administrator upon such notice as County Administrator deems appropriate in the event that County Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 3.5 In the event this Agreement is terminated for convenience, upon being notified of election to terminate, the parties shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. MUNICIPALITY acknowledges and agrees that Ten Dollars (\$10.00), the adequacy of which is hereby acknowledged by MUNICIPALITY, is given as specific consideration to MUNICIPALITY for COUNTY's right to terminate this Agreement for convenience.
- 3.6 Notice of termination shall be provided in accordance with the Article 5, "NOTICES," except that notice of termination by County Administrator which County 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 Article 5, "NOTICES."

ARTICLE 4
CHANGES IN SCOPE

Any change to the Scope must be accomplished by a written amendment, executed by the parties in accordance with Section 8.12 below.

ARTICLE 5
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 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 BROWARD COUNTY:

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

FOR MUNICIPALITY:

ARTICLE 6
INDEMNIFICATION

- 6.1 MUNICIPALITY is a state agency or political subdivision as defined in Section 768.28, Florida Statutes (2006), as may be amended, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the state of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.
- 6.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, addressed herein above, any contract with such third party shall include the following provisions:
- 6.2.1 Indemnification: MUNICIPALITY's contractor shall indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages,

losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of MUNICIPALITY's contractor and persons employed or utilized by MUNICIPALITY's contractor in the performance of this Agreement. Except as specifically provided herein, MUNICIPALITY's contractor shall not be required to indemnify COUNTY from any damages directly caused or resulting from the sole negligence of COUNTY, its officers, agents or employees. These indemnifications shall survive the term of this Agreement.

6.2.2 In order to insure the indemnification obligation, MUNICIPALITY's contractor shall, at a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth in Article 7, Section 7.2, in accordance with the terms and conditions required by this Article.

6.2.3 The policies referred to in Section 6.2.2 above shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida.

ARTICLE 7 INSURANCE

7.1 MUNICIPALITY is an entity subject to Section 768.28, Florida Statutes, as may be amended, and MUNICIPALITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement. Additionally, if MUNICIPALITY elects to purchase excess liability coverage, MUNICIPALITY agrees that COUNTY will be furnished with a Certificate of Insurance listing the Broward County Board of County Commissioners as certificate holders and as additional named insureds.

7.2 In the event that MUNICIPALITY contracts with a third party to provide the services set forth herein, any contract with such third party shall include, at a minimum, the following provisions:

7.2.1 Insurance: MUNICIPALITY'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 "B," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY and Broward County Board of County Commissioners as an additional insured.

7.2.2 MUNICIPALITY's contractor shall furnish to Contract Administrator Certificates of Insurance or Endorsements evidencing the insurance coverages specified by this Article prior to beginning the performance of work under this Agreement.

- 7.2.3 Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of MUNICIPALITY's contractor is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days prior to the date of their expiration.
- 7.2.4 The policies referred to above shall be without any deductible amount and shall be issued by approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida.
- 7.2.5 The foregoing requirements represent minimum coverages that shall be contained in MUNICIPALITY's contracts with a third party. Any additional requirements for professional liability, property/builders risk, installation floater, and environmental or pollution shall be subject to MUNICIPALITY's standard requirements for the Project.

ARTICLE 8
MISCELLANEOUS

8.1 AUDIT RIGHT AND RETENTION OF RECORDS.

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

MUNICIPALITY 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 MUNICIPALITY's and its subcontractors' records, MUNICIPALITY 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 MUNICIPALITY 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.

MUNICIPALITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 8.2.

8.2 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT.

MUNICIPALITY 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. MUNICIPALITY 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, MUNICIPALITY 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 of employment, training (including apprenticeship), and accessibility.

8.2.1 MUNICIPALITY'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 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

8.2.2 MUNICIPALITY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

8.3 INDEPENDENT CONTRACTOR

MUNICIPALITY is an independent contractor under this Agreement. Services provided by MUNICIPALITY pursuant to this Agreement shall be subject to the supervision of COUNTY. In providing such services, neither MUNICIPALITY 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 MUNICIPALITY or MUNICIPALITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

8.4 THIRD PARTY BENEFICIARIES.

Neither MUNICIPALITY 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 claim against either of them based upon this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

8.5 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, MUNICIPALITY 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 MUNICIPALITY of this Agreement or any right or interest herein without COUNTY's written consent.

MUNICIPALITY 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.

MUNICIPALITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY'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

8.6 MATERIALITY AND WAIVER OF BREACH.

COUNTY and MUNICIPALITY 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.

8.7 COMPLIANCE WITH LAWS.

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

8.8 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 MUNICIPALITY 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.

8.9 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.

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

8.11 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, MUNICIPALITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**

8.12 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 COUNTY and MUNICIPALITY or others delegated authority to or otherwise authorized to execute same on their behalf.

8.13 PRIOR AGREEMENTS.

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

8.14 INCORPORATION BY REFERENCE.

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

8.15 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.

8.16 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 THIS PAGE IS INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY, through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the ____ day of _____, 20____, and CITY OF CORAL SPRINGS, signing by and through its _____, duly authorized to execute same.

COUNTY:

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
_____, Mayor
____ day of _____, 200__

Approved as to Insurance
Requirements:

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 _____
Risk Management

By _____

(Date)
Senior Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF LAUDERDALE-BY-THE-SEA FOR MAINTENANCE OF BUS SHELTERS

MUNICIPALITY:

TOWN OF LAUDERDALE-BY-THE-SEA

ATTEST:

Clerk

(SEAL)

By _____
Mayor

____ day of _____, 20__.

Town Manager

____ day of _____, 20__.

APPROVED AS TO FORM:

By _____
Town Attorney

SVT:slw
3/17/10
2/24/10
1/8/10
10/1/09
8/31/09
TRANSITbussheltersmaintenanceLBTS
09-114.09

EXHIBIT "A"

PROJECT IMPROVEMENT AND SCOPE

Summary of Work

Install bus shelters and associated amenities at 2 separate locations throughout TOWN OF LAUDERDALE-BY-THE-SEA, in accordance with the list of locations (see table below). The shelters shall be manufactured and installed in accordance with the manufactures specification.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCHTYPE	TRASHBIN	REALTIME	BIKERACK	ROW	MUNICIPALITY
2400	A1A	PINE AVE	SB	N	M	Y	Y	N	Y	STATE	LAUDERDALE-BY-THE-SEA
5357	COMMERCIAL BLVD	SEAGRAPE DR	EB	N	M	Y	Y	N	Y	STATE	LAUDERDALE-BY-THE-SEA

EXHIBIT "B"

INSURANCE REQUIREMENTS

Insurance Requirement for the Bus Shelter Maintenance

The following coverages are deemed appropriate for minimum insurance requirements for this project and will be required of the selected firm & identified in the negotiated agreement. Any deviation or change during the contract negotiation period shall be approved by Risk Mgt.

TYPE OF INSURANCE	Limits on Liability in Thousands of Dollars		
		Each Occurrence	Aggregate
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> Explosion & Collapse Hazard <input type="checkbox"/> Underground Hazard <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$1,000K	\$1,000K
	Personal Injury		
AUTO LIABILITY <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable	Bodily Injury (each person)		Broward County reserves the right to review and revise any insurance requirements at the time of contract renewal, not limited to the limits, coverages and endorsements based on insurance market conditions and/or changes in the scope of services.
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$500K	
EXCESS LIABILITY/UMBRELLA <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	\$
<input checked="" type="checkbox"/> WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY (NOTE *)	<input checked="" type="checkbox"/> STATUTORY		
		(each accident)	\$100K MIN
<input type="checkbox"/> POLLUTION & ENVIRONMENTAL LIABILITY	Max. Ded. \$	VENDOR RESPONSIBLE FOR DEDUCTIBLE	\$
<input type="checkbox"/> PROPERTY COVERAGE - INCLUDE WIND AND FLOOD INS. WIND DED shall be 2% of property value	Max. Ded. \$10k	VENDOR RESPONSIBLE FOR DEDUCTIBLE	Replacement Cost
<input type="checkbox"/> If project greater than \$10k – installation floater required for replacement of material, equipment, installation. All risk, agreed value.	Maximum Deductible	\$ 10K deductible	Project value
	Each Claim	VENDOR RESPONSIBLE FOR DEDUCTIBLE	

Contractor responsible for all tools, materials, equipment, machinery, etc., until completion and acceptance by County. Thirty (30) Day written notice of cancellation required to the Certificate Holder: Name & Address of Certificate Holder

Description of Operations/Locations/Vehicles Certificate must show on general liability and excess liability **Additional Insured: Broward County Board of County Commissioners, Broward County, Florida.** Also when applicable certificate should show **B.C.B.C.C as an additional insured or loss payee for property when coverages are required.** Certificate must be signed & all applicable Deductibles shown. **CONTRACTOR RESPONSIBLE FOR ALL DEDUCTIBLES UNLESS OTHERWISE STATED.** Indicate bid number, RLI, RFP, and project manager on COI.

NOTE * - If the Company is exempt from Workers' Compensation Coverage, please provide a letter on company letterhead or a copy of the State's exemption which documents this status and attaché to the Certificate of Insurance for approval. If any operations are to be undertaken on or about navigable waters, coverage must be included for U.S. Longshoremen & Harbor Workers' Act/ & Jones Act

Broward County Board of County Commissioners
 Risk Management Division, RM 210
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 RE: (A. Douglas, Transportation Dept.)

Dawn Mehler
 Digitally signed by Dawn Mehler
 DN: cn=Dawn Mehler, ou=RM, ou=Broward County, ou=Risk Management, email=dawnmehler@broward.org
 Dawn Mehler
 Risk Management Division
 2/24/10
 Date Issued