

AGREEMENT

between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

INSTALLATION AND MAINTENANCE OF BUS SHELTERS

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AGREEMENT

between

BROWARD COUNTY

and

CITY OF POMPANO BEACH

for

INSTALLATION AND 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, hereinafter referred to as "COUNTY,"

and

CITY OF POMPANO BEACH, a municipal corporation located in Broward County, Florida, organized and existing under the laws of the state of Florida, hereinafter referred to as "MUNICIPALITY," collectively referred to as the "Parties."

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

WHEREAS, COUNTY desires to furnish and install bus shelters within the jurisdictional limits of MUNICIPALITY, provided that MUNICIPALITY maintains the bus shelters upon installation; and

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

WHEREAS, this Agreement serves a public purpose and benefits residents and visitors of COUNTY and MUNICIPALITY, NOW, THEREFORE,

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

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

- 1.1 **Agreement** -The Agreement includes Articles 1 through 7, the exhibits and documents that are expressly incorporated herein by reference.
- 1.2 **Board** - The Board of County Commissioners of Broward County, Florida.
- 1.3 **Bus Shelters** - The bus stop shelter pads, shelter structures, trash receptacles, and other amenities commonly associated with bus shelters.
- 1.4 **Contract Administrator** - The Broward County Administrator, the Director of the Transportation Department, or the Director of the Transit Division. 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 Contract Administrator; provided, however, that such instructions and determinations do not change the Scope.
- 1.5 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.7 **Department** - The Broward County Transportation Department.

ARTICLE 2
SCOPE

COUNTY and MUNICIPALITY shall:

- 2.1 COUNTY shall install or cause to be installed Bus Shelters in the sizes and locations set forth on Exhibit "A". The installation of the Bus Shelters shall be at no cost to MUNICIPALITY. The Bus Shelters shall remain the property of COUNTY. MUNICIPALITY shall provide easements in a form acceptable to COUNTY prior to the installation of the Bus Shelters, if requested by COUNTY. MUNICIPALITY shall have the authority to inspect the Bus Shelters prior to acceptance of Bus Shelters for maintenance purposes. COUNTY shall provide MUNICIPALITY with written notice of the installation of the Bus Shelters, and MUNICIPALITY shall have three (3) business days, excluding holidays, to inspect the Bus Shelters and advise COUNTY, in writing, of any issues regarding the installation. The MUNICIPALITY shall provide COUNTY with written notice of the MUNICIPALITY's acceptance of the

Bus Shelters. In the event the MUNICIPALITY provides written notice to COUNTY of issues regarding the installation of the Bus Shelters, COUNTY shall take all reasonable steps to promptly address the issues identified in the MUNICIPALITY's notice. COUNTY shall warrant the installation of the Bus Shelters for a period of one year following written acceptance by the MUNICIPALITY, and COUNTY shall assign any warranties for the Bus Shelters to the MUNICIPALITY.

- 2.2 Upon acceptance of the Bus Shelters, MUNICIPALITY shall maintain, at its sole cost and expense, the Bus Shelters 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, ("ADA"). The Bus Shelters shall be kept clean and free from trash, debris, and graffiti. As part of the maintenance responsibility, MUNICIPALITY shall at all times, keep the Bus Shelters in good repair and replace defective, damaged, or worn out parts of the Bus Shelters. MUNICIPALITY's responsibility to keep the Bus Shelters 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 seventy-two (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 COUNTY to be beyond repair. In the event that COUNTY, in its sole discretion decides to replace a Bus Shelter, MUNICIPALITY acknowledges that all terms and conditions of this Agreement shall apply to the replacement Bus Shelter.

- 2.3 MUNICIPALITY shall ensure that all Bus Shelters at all times have a notification sign posted indicating the name and phone number of the contact person for MUNICIPALITY responsible for maintenance of the Bus Shelters so that members of the public may contact MUNICIPALITY regarding problems with the Bus Shelters. MUNICIPALITY shall promptly respond and correct all complaints regarding maintenance.
- 2.4 The Parties acknowledge and understand that this Agreement does not change the

COUNTY road functional classification.

- 2.5 No advertisements will be permitted on Bus Shelters.
- 2.6 The maintenance and repair obligations of MUNICIPALITY as set forth in this Agreement may be performed by MUNICIPALITY through the use of its employees or MUNICIPALITY may enter into a contract with a third party to perform the obligations. In the event MUNICIPALITY contracts with a third party, MUNICIPALITY 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.

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 ninety (90) days after a notice of termination is provided to MUNICIPALITY. 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 maintenance, 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 obligations 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 obligations 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 obligations or incurring additional expenses under the terms of this Agreement. MUNICIPALITY acknowledges that it has received good, valuable, and sufficient consideration from, the receipt and adequacy of which are hereby acknowledged by 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 **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
One North University, Suite 3100A
Plantation, FL 33324

FOR MUNICIPALITY:

Public Works Director
1201 NE 5th Avenue
Pompano Beach, FL 33060

ARTICLE 6
INSURANCE

- 6.1 MUNICIPALITY is an entity subject to Section 768.28, Florida Statutes, and MUNICIPALITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of this Agreement.
- 6.2 In the event that MUNICIPALITY contracts with a third party to perform the maintenance and repair obligations set forth herein, any contract with such third party shall include, at a minimum, the following provisions:
- 6.2.1 Insurance: MUNICIPALITY's contractor shall maintain at its sole expense, at all times during the term of this Agreement, at least the minimum insurance coverage designated in Exhibit "B," in accordance with the terms and conditions stated in this Article.
- 6.2.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. MUNICIPALITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

ARTICLE 7
MISCELLANEOUS

7.1 **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 obligations outlined herein. 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. 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 ensure that the requirements of this Section 8.1 are included in all agreements with its subcontractor(s).

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

MUNICIPALITY shall not unlawfully discriminate against any person in its operations and activities or in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. MUNICIPALITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of performing its obligations, 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.

MUNICIPALITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 7.2.

7.3 INDEPENDENT CONTRACTOR.

MUNICIPALITY is an independent contractor under this Agreement. MUNICIPALITY's obligations pursuant to this Agreement shall be subject to the supervision of MUNICIPALITY. In fulfilling such obligations, 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.

7.4 THIRD PARTY BENEFICIARIES.

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

7.5 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. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by MUNICIPALITY of this Agreement or any right or interest herein without COUNTY's written consent.

MUNICIPALITY represents that each person who will fulfill the obligations pursuant to this Agreement is duly qualified to perform such obligations 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 fulfill his or her obligations.

MUNICIPALITY and its subcontractors shall perform the duties and obligations under this Agreement in a skillful and respectable manner. The quality of MUNICIPALITY's performance shall be comparable to the best local and national standards

7.6 MATERIALITY AND WAIVER OF BREACH.

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

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

7.7 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.

7.8 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 of final court action, including all available appeals.

7.9 JOINT PREPARATION.

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

7.10 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.

7.11 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL.

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All Parties acknowledge 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. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

7.12 AMENDMENTS.

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless

contained in a written document prepared with the same or similar formality as this Agreement and executed by COUNTY and MUNICIPALITY or others delegated authority to or otherwise authorized to execute same on their behalf.

7.13 PRIOR AGREEMENTS.

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

7.14 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.

7.15 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.

7.16 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 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 3rd day of March, 2015, and CITY OF POMPANO BEACH, signing by and through its Mayor, duly authorized to execute same.

COUNTY

ATTEST:

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

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

By [Signature], Mayor

3rd day of March, 2015

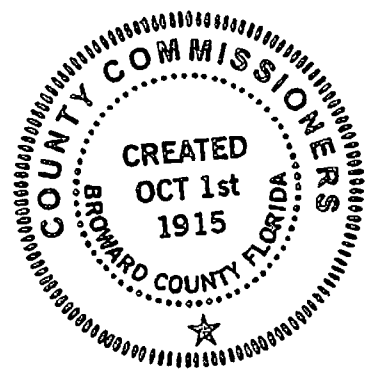
Insurance requirements
approved by Broward County
Risk Management Division

Approved as to form by
Joni Armstrong Coffey
Broward County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By [Signature]
Signature _____ (Date) _____
Risk Management Division

By [Signature] 1/27/15
Angela J. Wallace (Date)
Deputy County Attorney

Print Name and Title above



"CITY":

Witnesses:

CITY OF POMPANO BEACH

Aally J. Fischer

By: [Signature]
LAMAR FISHER, MAYOR

Christine Kendel

By: [Signature]
DENNIS W. BEACH
CITY MANAGER

Attest:

[Signature]
MARY L. CHAMBERS
CITY CLERK

(SEAL)

Approved As To Form:

[Signature]
GORDON B. LINN
CITY ATTORNEY

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 16th day of December, 2014 by LAMAR FISHER, as Mayor, DENNIS W. BEACH as City Manager and MARY L. CHAMBERS, as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who are personally known to me.

NOTARY'S SEAL:

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA



KRYSTAL AARON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE874835
Expires 2/14/2017

Krystal Aaron
(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

EXHIBIT "A"

PROJECT IMPROVEMENT AND SCOPE

Summary of Work

Install bus shelters and associated amenities at 60 separate locations throughout the City of Pompano Beach, in accordance with the attached list of locations (see table below). The shelters shall be manufactured and installed in accordance with the manufacturer's specifications.

STOPID	MAIN_STREET	CROSS_STREET	DIRECTION	LOCATION	SHELTERTYPE	BENCH	TRASHBIN	BIKERACK	ROW	MUNICIPALITY
782	US1	MCNAB ROAD	NB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
836	US1	NE 49 STREER	SB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
855	US1	SE 13 COURT	SB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
856	US1	MCNAB ROAD	SB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
957	ATLANTIC BOULEVARD	HIBISCUS AVENUE	EB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1029	SAMPLE ROAD	POWERLINE ROAD	EB	F	LARGE BUILT IN PLACE	Y	Y	Y	STATE	POMPANO BEACH
1109	POWERLINE ROAD	W MCNAB ROAD	NB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
1115	NW 27 AVENUE	ATLANTIC BOULEVARD	NB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1135	ATLANTIC BOULEVARD	NE 25 AVENUE	EB	N	SMALL	Y	Y	Y	COUNTY	POMPANO BEACH
1145	A1A	NE 5 COURT	SB	F	SMALL	Y	Y	Y	COUNTY	POMPANO BEACH
1149	ATLANTIC BOULEVARD	HARBOR DRIVE	WB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1152	ATLANTIC BOULEVARD	NE 13 AVENUE	WB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1175	POWERLINE ROAD	CYPRESS BEND DRIVE	SB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1176	POWERLINE ROAD	W MCNAB ROAD	SB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1419	ATLANTIC BOULEVARD	NE 11 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
1462	NW 31 AVENUE	MLK BOULEVARD	SB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH

EXHIBIT "A"

1922	DIXIE HIGHWAY	SW 9 COURT	NB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1923	DIXIE HIGHWAY	SW 8 STREET	NB	N	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
1924	DIXIE HIGHWAY	SW 2 STREET	NB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
1955	DIXIE HIGHWAY	SW 8 STREET	SB	N	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
2009	N ANDREWS AVE	SW 3 STREET	SB	F	SMALL	Y	Y	Y	COUNTY	POMPANO BEACH
2310	SAMPLE ROAD	MILITARY TRAIL	EB	F	LARGE	Y	Y	Y	STATE	POMPANO BEACH
2311	SAMPLE ROAD	NW 5 TERRACE	EB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
2537	COPANS ROAD	NE 3 AVENUE	WB	N	SMALL	Y	Y	Y	COUNTY	POMPANO BEACH
2538	COPANS ROAD	NE 1 AVENUE	WB	N	MEDIUM	Y	Y	Y	COUNTY	POMPANO BEACH
2571	COPANS ROAD	POWERLINE ROAD	WB	F	SMALL	Y	Y	Y	COUNTY	POMPANO BEACH
2681	DIXIE HIGHWAY	NE 17 COURT	SB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
2683	DIXIE HIGHWAY	SW 9 COURT	SB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
2691	NW 6 AVENUE	NW 12 STREET	SB	F	MEDIUM	Y	Y	Y	LOCAL	POMPANO BEACH
2738	US1	COPANS ROAD	NB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
2985	ATLANTIC BLVD	NE 24 AVENUE	WB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
3471	DIXIE HIGHWAY	SW 3 STREET	SB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
3473	DIXIE HIGHWAY	SW 2 STREET	SB	F	LARGE	Y	Y	Y	STATE	POMPANO BEACH
3743	A1A	SE 1 STREET	SB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
3987	DIXIE HIGHWAY	SW 2 COURT	NB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
4062	NW 6 AVENUE	NW 6 STREET	NB	F	MEDIUM	Y	Y	Y	LOCAL	POMPANO BEACH
4115	SAMPLE ROAD	POWERLINE ROAD	EB	N	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
4236	ATLANTIC BLVD	NE 27 AVENUE	WB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
4278	COPANS ROAD	NE 12 AVENUE	WB	N	SMALL	Y	Y	Y	COUNTY	POMPANO BEACH
4388	DIXIE HIGHWAY	COPANS ROAD	SB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
4392	DIXIE HIGHWAY	NE 6 STREET	NB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH

EXHIBIT "A"

4399	DIXIE HIGHWAY	COPANS ROAD	NB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
4432	DIXIE HIGHWAY	NE 35 STREET	SB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
4436	NW 6 AVENUE	ATLANTIC BLVD	NB	F	SMALL	Y	Y	Y	LOCAL	POMPANO BEACH
4476	POWERLINE ROAD	ATLANTIC BLVD	NB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
4480	POWERLINE ROAD	MLK BOULEVARD	NB	N	LARGE	Y	Y	Y	STATE	POMPANO BEACH
4491	POWERLINE ROAD	SAMPLE ROAD	SB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
4492	POWERLINE ROAD	NW 33 STREET	SB	F	LARGE	Y	Y	Y	STATE	POMPANO BEACH
4575	POWERLINE ROAD	COPANS ROAD	NB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
4619	HAMMONDVILLE ROAD	NW 5 AVENUE	EB	N	SMALL	Y	Y	Y	LOCAL	POMPANO BEACH
4620	HAMMONDVILLE ROAD	NW 6 AVENUE	WB	N	SMALL	Y	Y	Y	LOCAL	POMPANO BEACH
4763	ATLANTIC BLVD	NW 27 AVENUE	WB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
4845	NE 33 STREET	US1	EB	F	MEDIUM	Y	Y	Y	COUNTY	POMPANO BEACH
5358	A1A	ATLANTIC BLVD	NB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
5423	NW 27 AVENUE	ATLANTIC BLVD	SB	N	SMALL	Y	Y	Y	LOCAL	POMPANO BEACH
5550	ATLANTIC BLVD	NW 6 AVENUE	WB	F	SMALL	Y	Y	Y	STATE	POMPANO BEACH
5552	ATLANTIC BLVD	NW 18 AVENUE	WB	N	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
5555	ATLANTIC BLVD	POWERLINE ROAD	WB	F	MEDIUM	Y	Y	Y	STATE	POMPANO BEACH
5575	ATLANTIC BLVD	NW 27 AVENUE	EB	N	SMALL	Y	Y	Y	STATE	POMPANO BEACH
5625	MCNAB ROAD	US1	WB	F	SMALL	Y	Y	Y	LOCAL	POMPANO BEACH

Exhibit B

Insurance Requirement

The following coverage is deemed the minimum insurance the City of Pompano Beach is required to maintain in order to ensure its obligation under this Agreement. The City of Pompano Beach must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.



MEMORANDUM

Risk Management

CERTIFICATE OF INSURANCE

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.

COVERAGE

THIS IS TO CERTIFY THAT THE CITY OF POMPANO BEACH IS SELF INSURED, AND SELF ADMINISTERED 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.

TYPE OF INSURANCE	POLICY Effective	POLICY Expiration	LIMITS
GENERAL LIABILITY	03/01/14	03/01/15	STATUTORY
PRODUCT LIABILITY	03/01/14	03/01/15	STATUTORY
COMPLETED OPERATIONS	03/01/14	03/01/15	STATUTORY
PERSONAL INJURY	03/01/14	03/01/15	STATUTORY
PROFESSIONAL LIABILITY	03/01/14	03/01/15	STATUTORY
AUTOMOBILE LIABILITY	03/01/14	03/01/15	STATUTORY
ANY AUTO	03/01/14	03/01/15	STATUTORY
ALL OWNED AUTOS	03/01/14	03/01/15	STATUTORY
HIRED AUTOS	03/01/14	03/01/15	STATUTORY
WORKERS' COMPENSATION	03/01/14	03/01/15	STATUTORY

CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE CITY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED BELOW, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE CITY, ITS AGENTS OR REPRESENTATIVES.

Eddie C. Beecher, Risk Manager

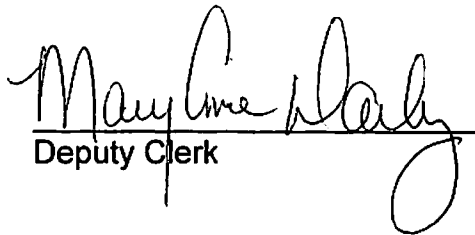
CERTIFICATE HOLDER:
Broward County
Broward County Board of Commissioners
RE: Installation and Maint. of Bus Shelters
November, 2014

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

I, Bertha Henry, County Administrator, in and for Broward County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of a Agreement, the same appears in said Board of County Commissioners meeting held on the 3rd day of March, 2015. Item 9A

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 4th day of March, 2015.

BERTHA HENRY
COUNTY ADMINISTRATOR


Deputy Clerk

