

**RESOLUTION NO. 13R-11-244**

**A RESOLUTION OF THE CITY OF LAUDERHILL APPROVING THE MAINTENANCE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERHILL FOR 31 SCATTERED BUS SHELTERS THROUGHOUT THE CITY; PROVIDING TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA)**

BE IT RESOLVED BY THE COMMISSION OF THE CITY OF LAUDERHILL, FLORIDA:

SECTION 1. The Maintenance Agreement between Broward County and the City of Lauderhill for 31 scattered bus shelters to be located throughout the City, a copy of which is attached hereto and incorporated by reference thereto, is hereby approved and ratified.

SECTION 2. The City Manager and all appropriate city officials are authorized to execute the Agreement and any other documents required to fulfill the terms of this resolution.

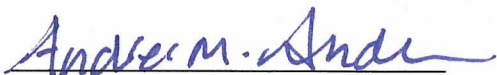
SECTION 3. This Resolution shall take effect immediately upon its passage.

DATED this 25 day of November, 2013.

PASSED AND ADOPTED on first reading this 25 day of November, 2013.

  
PRESIDING OFFICER

ATTEST:

  
CITY CLERK

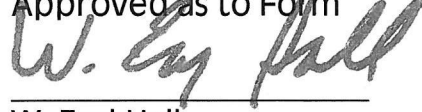
MOTION  
SECOND

Benson  
Thurston

M. BATES  
H. BENSON  
H. BERGER  
K. THURSTON  
R. KAPLAN

Yes  
Yes  
Yes  
Yes  
Absent

Approved as to Form



W. Earl Hall  
City Attorney

AGREEMENT

between

BROWARD COUNTY

and

CITY OF LAUDERHILL

for

INSTALLATION AND MAINTENANCE OF BUS SHELTERS

AGREEMENT  
between  
BROWARD COUNTY  
and  
CITY OF LAUDERHILL  
for  
INSTALLATION AND MAINTENANCE OF BUS SHELTERS

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

AND

CITY OF LAUDERHILL, 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 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 Shelter(s) shall remain the property of COUNTY. If requested by COUNTY, MUNICIPALITY may provide easement(s) in a form acceptable to COUNTY prior to the installation of the Bus Shelter(s) on MUNICIPALITY owned or controlled property. In the event an easement is required by COUNTY for the installation of Bus Shelter(s), COUNTY shall provide a minimum of three (3) months' notice to MUNICIPALITY. In the event that MUNICIPALITY does not provide an easement on the MUNICIPALITY owned or controlled property, following a request by

COUNTY, the Bus Shelter(s) shall not be installed at that location.

MUNICIPALITY shall have the authority to inspect the Bus Shelter(s) prior to acceptance of the Bus Shelter(s) for maintenance purposes. COUNTY shall provide MUNICIPALITY with written notice of the installation of the Bus Shelter(s), and MUNICIPALITY shall have five (5) business days, excluding holidays, to inspect the Bus Shelter(s) and advise COUNTY, in writing, of any issues regarding the installation. MUNICIPALITY shall provide COUNTY with written notice of MUNICIPALITY's acceptance of the Bus Shelter(s). In the event MUNICIPALITY identifies any issues regarding the installation of the Bus Shelter(s), 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 Shelter(s) for a period of one (1) year following written acceptance by MUNICIPALITY, and COUNTY shall assign any warranties for the Bus Shelter(s) to MUNICIPALITY.

- 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 the Bus Shelter(s) 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 Shelter(s) 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. In the event COUNTY receives actual notice that a Bus Shelter has suffered significant damage, COUNTY shall notify MUNICIPALITY so that MUNICIPALITY can take all reasonable steps 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 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 the Bus Shelter(s).
- 2.6 The maintenance 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 services.

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 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 Bus Shelter(s), COUNTY, at the option of Contract Administrator, may cause such breach to be corrected and bill MUNICIPALITY for the costs of such correction, 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 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, FL 33069

FOR MUNICIPALITY:

City Manager  
City of Lauderhill  
5581 W Oakland Park Blvd  
Lauderhill, FL 33313-1411

ARTICLE 6  
INDEMNIFICATION

- 6.1 MUNICIPALITY is a state agency or political subdivision as defined in Section 768.28, Florida Statutes, 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 at all times hereafter indemnify and hold harmless 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, MUNICIPALITY'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, MUNICIPALITY'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.



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 8.1.

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 MUNICIPALITY. 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/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.

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 \_\_\_\_\_, 2013, and CITY OF LAUDERHILL, 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 \_\_\_\_\_, 2013.

Approved as to Insurance  
Requirements:

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) 357-6968

By \_\_\_\_\_  
Risk Management

By \_\_\_\_\_  
Carlos A. Rodriguez-Cabarrocas (Date)  
Assistant County Attorney

APPROVED:

\_\_\_\_\_  
Noel M. Pfeffer (Date)  
Deputy County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AND CITY OF LAUDERHILL FOR  
INSTALLATION AND MAINTENANCE OF BUS SHELTER(S)

MUNICIPALITY

CITY OF LAUDERHILL

ATTEST:

Andree M. Anderson  
Clerk

(SEAL)

By M. Margaret Bates  
Vice Mayor-Commissioner  
m. margaret Bates  
25 day of November, 2013.

Charles Faircloth  
City Manager,  
Charles Faircloth  
25 day of November, 2013.

APPROVED AS TO FORM:

By W. Es Hall  
City Attorney

CRC:slw  
4/8/13  
TRANSITbussheltersmaintenanceLauderhill  
PUT IN FILE NUMBER

## EXHIBIT "A"

### Description of Bus Shelter(s) and their Locations

Install bus shelters and associated amenities at 31 separate locations throughout the City of Lauderhill, 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.

Bus Stop ID#	Main Street	Cross Street	Direction	Location	Municipality	Right-of-Way	Shelter Type
256	University Drive	NW 50 Street	SB	Nearside	Lauderhill	State	Small Built-in-Place
2083	Inverrary Boulevard	Oakland Park Boulevard	NB	Farside	Lauderhill	Local	Small Built-in-Place
2171	Oakland Park Boulevard	NW 64 Avenue	WB	Farside	Lauderhill	State	Large
2174	Oakland Park Boulevard	Inverrary Boulevard West	WB	Nearside	Lauderhill	State	Large
255	University Drive	Commercial Boulevard	SB	Farside	Lauderhill	State	Large
1282	SR7	NW 19 Street	SB	Farside	Lauderhill	State	Bench and Trash Only
1689	Commercial Boulevard	University Drive	EB	Farside	Lauderhill	State	Small Built-in-Place
1796	NW 16 Street	NW 47 Avenue	WB	Nearside	Lauderhill	Local	Large
1798	NW 16 Street	SR7	EB	Nearside	Lauderhill	Local	Medium Built-in-Place
1834	Sunrise Boulevard	NW 34 Avenue	WB	Farside	Lauderhill	State	Medium Built-in-Place
1875	NW 31 Avenue	Sunrise Boulevard	SB	Nearside	Lauderhill	County	Small Built-in-Place
2077	Oakland Park Boulevard	Inverrary Boulevard West	EB	Farside	Lauderhill	State	Large
2079	Oakland Park Boulevard	NW 68 Avenue	EB	Farside	Lauderhill	State	Large
2080	Oakland Park Boulevard	NW 64 Avenue	EB	Farside	Lauderhill	State	Large
2082	Oakland Park Boulevard	NW 56 Avenue	EB	Nearside	Lauderhill	State	Small Built-in-Place
2093	Oakland Park Boulevard	NW 56 Avenue	EB	Nearside	Lauderhill	State	Large

2166	Inverrary Boulevard	Circle D N	SB	Nearside	Lauderhill	Local	Small Built-in-Place
2170	Oakland Park Boulevard	NW 60 Avenue	WB	Farside	Lauderhill	State	Large
2519	NW44 Street	Inverrary Boulevard	EB	Farside	Lauderhill	Local	Bench and Trash Only
2616	Oakland Park Boulevard	NW 55 Avenue	WB	Farside	Lauderhill	State	Large
2617	Oakland Park Boulevard	NW 56 Avenue	WB	Farside	Lauderhill	State	Large
2686	NW 16 Street	SR7	EB	Farside	Lauderhill	Local	Medium Built-in-Place
2743	Sunrise Boulevard	Tunderbird Swap Shop	EB	Opposite	Lauderhill	State	Medium Built-in-Place
2744	Sunrise Boulevard	Tunderbird Swap Shop	WB	In-Front	Lauderhill	State	Medium Built-in-Place
2775	NW 56 Avenue	NW 22 Street	NB	Nearside	Lauderhill	Local	Medium Built-in-Place
3035	NW 16 Street	NW 47 Avenue	EB	Farside	Lauderhill	Local	Large
3493	Oakland Park Boulevard	NW 55 Avenue	EB	Farside	Lauderhill	State	Large
3943	University Drive	NW 47 Street	SB	Nearside	Lauderhill	State	Small Built-in-Place
4171	NW 56 Avenue	NW 21 Street	NB	Farside	Lauderhill	Local	Bench and Trash Only
5092	Commercial Boulevard	NW 64 Avenue	EB	Nearside	Lauderhill	State	Small Built-in-Place
4090	NW 56 Avenue	NW 25 Street	SB	Nearside	Lauderhill	Local	Bench and Trash Only
1284	Lauderhill Mall Terminal	Lauderhill Mall Terminal	--	In-Front	Lauderhill	Private	Large

**EXHIBIT "B"**

**INSURANCE REQUIREMENTS**





# City of Lauderhill, FL

Suites 141-142  
5581 West Oakland Park  
Blvd.  
Lauderhill, FL

## File Details

**File Number: 12R-0661**

**File ID:** 12R-0661

**Type:** Resolution

**Status:** Agenda Ready

**Version:** 1

**Reference:**

**In Control:** City Manager

**File Created:** 11/12/2013

**File Name:** Broward County Maintenance Agreement for 31 bus shelters

**Final Action:**

**Title:** RESOLUTION NO. 13R-11-244: A RESOLUTION OF THE CITY OF LAUDERHILL APPROVING THE MAINTENANCE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERHILL FOR 31 SCATTERED BUS SHELTERS THROUGHOUT THE CITY; PROVIDING TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).

### Notes:

### Sponsors:

**Enactment Date:**

**Attachments:** TRANSITbussheltersmaintenanceLauderhill  
4-11-2013 (2).doc, RES-Maintenance Agrmt-County  
bus shelters.pdf

**Enactment Number:**

### Contact:

**Hearing Date:**

\* **Drafter:** jsullivan@lauderhill-fl.gov

**Effective Date:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Commission	11/25/2013					

**Text of Legislative File 12R-0661**

**RESOLUTION NO. 13R-11-244: A RESOLUTION OF THE CITY OF LAUDERHILL APPROVING THE MAINTENANCE AGREEMENT BETWEEN BROWARD COUNTY AND THE CITY OF LAUDERHILL FOR 31 SCATTERED BUS SHELTERS THROUGHOUT THE CITY; PROVIDING TERMS AND CONDITIONS; AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE (REQUESTED BY CITY MANAGER, CHARLES FARANDA).**

**Request Action:**

A resolution asking for commission to authorize an Agreement between Broward County and the City of Lauderhill for installation and maintenance of 31 bus shelters throughout the City of Lauderhill.

**Need:**

The resolution is necessary to fulfill grant requirements for the City Commission to adopt a Resolution authorizing the Maintenance Agreement.

**Summary Explanation/ Background:**

Broward County was the recipient of grant funds from the Federal Highway Administration to install bus shelters throughout Broward County. The County identified 31 sites for bus shelters throughout the City of Lauderhill. Since Broward County will be responsible for the installation of the shelters, they are requiring the City to provide on-going maintenance once the 31 shelters have been installed throughout the City. The 31 shelter locations are included as Exhibit A in the Agreement.

**Attachments:**

1. Agreement

**Cost Summary/ Fiscal Impact:**

There are no costs associated with the Agreement, therefore; there will be no fiscal impact on the City's budget

**Estimated Time for Presentation:**

**Master Plan:**

**Goal 1: Clean, Green Sustainable Environment**

- ☐ Increase mass transit ridership
- ☐ Reduce City energy consumption
- ☐ Reduce water consumption

**Goal 2: Safe and Secure City of Lauderhill**

- ☐ Crime in lower 50% in Broward
- ☐ Residents feel safe in neighborhood
- ☐ Reduce emergency fatalities

**Goal 3: Open Spaces and Active Lifestyle for all ages**

- ☐ Increase participation in youth sports
- ☐ Add new park land and amenities

☐ Increase attendance at cultural programs and classes

**Goal 4: Growing Local Economy, Employment and Quality of Commercial Areas**

☐ Increase commercial tax base ☐ Increase employment in Lauderhill businesses

☐ Decrease noxious and blighted uses in commercial areas

**Goal 5: Quality Housing at all Price Ranges and Attractive Communities**

☐ Neighborhood signs and active HOAs ☐ Housing & streets improved, litter reduced

☐ Increase proportion of single family homes and owner occupied housing

**Goal 6: Efficient and Effective City Government, Customer Focused & Values Diversity**

☒ Improves City efficiency ☐ Increase use of Information Technology

☒ Increases residents perception of Lauderhill as an excellent place to live