

CITY OF MARGATE, FLORIDA

RESOLUTION NO. 12-387

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA,
APPROVING CONTRACT WITH KEOLIS TRANSIT
SERVICES, LLC TO PROVIDE TRANSPORTATION
SERVICES FOR THE CITY OF MARGATE INNER CITY
TRANSIT SYSTEM, NOT TO EXCEED THE HOURLY
REVENUE RATE OF \$44.96.

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

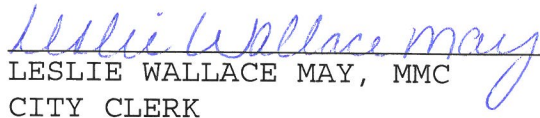
SECTION 1: That the City Commission of the City of
Margate, Florida hereby approves contract with Keolis Transit
Services, LLC to provide transportation services for the City of
Margate Inner City Transit System, in an amount not to exceed
the hourly revenue rate of \$44.96.

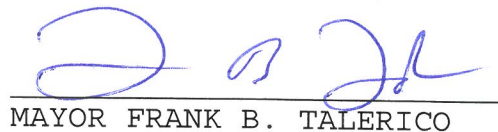
SECTION 2: That the Mayor and City Manager are hereby
authorized and directed to execute the attached agreement and/or
issue a purchase order for the above.

SECTION 3: That this Resolution shall become
effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 18th day of SEPTEMBER, 2013.

ATTEST:


LESLIE WALLACE MAY, MMC
CITY CLERK


MAYOR FRANK B. TALERICO

RECORD OF VOTE

| | |
|----------|------------|
| Ruzzano | <u>Yes</u> |
| Donahue | <u>Yes</u> |
| Simone | <u>Yes</u> |
| Peerman | <u>Aye</u> |
| Talerico | <u>Aye</u> |



CONTRACT

Between

City of Margate

and

Keolis Transit Services, LLC

This **CONTRACT** dated 18 day of September, 2013 by and between THE CITY OF MARGATE, a municipal corporation of the State of Florida, hereinafter referred to as "CITY" and Keolis Transit Services, LLC a Florida corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CITY desires to provide a community transportation service to allow residents access to a number of destinations through public transit; and

WHEREAS, CITY has determined that it would be in the public interest to provide said transit services by contracting with a private transit service provider to operate said transportation service; and

WHEREAS, CITY has selected CONTRACTOR for the operation and maintenance of the transit bus system which shall be known as the "Margate Inner-City Transit Routes" and described herein; and

WHEREAS, CITY entered into an Interlocal Agreement with Broward County for road concurrency and public transportation services ("County Agreement");

NOW, THEREFORE, IN CONSIDERATION of mutual terms, conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 "CONTRACT" means this document, Articles 1 through 11, inclusive, certificates of insurance, addenda, exhibits and other documents related to the performance of the Scope of Services. Other terms and conditions may be included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 "Commission" means the Margate City Commission.
- 1.3 "Project" consists of the services described in Article 2.
- 1.4 "County" means Broward County, a political subdivision of the State of Florida.
- 1.5 "Revenue Hours" means the time between the first bus route stop and the last scheduled bus route stop, rounded to the nearest hour, as set by the CITY from time to time.
- 1.6 "DESIGNEE" for the purposes of this CONTRACT shall be the Director of Public Works.

ARTICLE 2

SCOPE OF SERVICES

- 2.1 CONTRACTOR agrees to provide all services necessary to provide for the day-to-day management operation and maintenance of the public transportation services for the "Margate Inner-City Transit Routes" according to any future Agreements between County and CITY. CONTRACTOR shall comply with every term; condition; duty and obligation set forth in this CONTRACT.

CONTRACTOR shall provide public transportation services within the CITY at the locations and according to schedules as contained in **Exhibit "A"**, a copy of which is attached hereto and incorporated herein by reference. CONTRACTOR shall provide approximately 7,020 annual hours of such services at a rate of \$44.96 per revenue hour. With proper notification, CITY, may add service during the term of the CONTRACT and any subsequent extension, at the rate of \$44.96 per hour.

2.1.1 Established service shall be on fixed routes with designated intermediate stops. The hours of operation shall be initially fixed by the CITY and may be changed from time to time at the absolute discretion of the CITY. Service shall be provided in accordance with the established routes provided by the CITY.

2.1.2 The minimum hours of operation shall be reduced by nine (9) hours during any week in which a legal holiday is recognized on a weekday or as designated by the CITY. The CITY service shall connect with regular County bus routes, as set forth in **Exhibit "A"**. CONTRACTOR shall complete one hundred percent of all scheduled trips on a daily basis, subject only to delays, which are attributable to vehicular accidents or mechanical breakdowns.

2.1.3 It shall be the responsibility of CITY to obtain any necessary permission to access or encroach upon any private property for uses as an origin and/or destination associated with the CONTRACT.

2.1.4 CONTRACTOR agrees to purchase CITY parts and equipment at the current fair market value.

2.1.5 CONTRACTOR shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicles provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent any terms in this CONTRACT are inconsistent with the ADA, the requirements of the ADA shall control.

2.1.6 CONTRACTOR shall at all times during this CONTRACT comply with the requirements of County Ordinance 92-8, pertaining to the maintenance of a Drug Free Work Place Program. CONTRACTOR certifies by means of executing **Exhibit "B"**, attached hereto.

2.1.7 CONTRACTOR agrees that throughout the term of this CONTRACT that the Margate Inner-City Transit ("MIT") logo and the County assigned identification number shall be conspicuously displayed on the rear of the vehicle at all times. CONTRACTOR agrees that if the CITY specifies advertising for the buses, it shall be placed on the vehicle in the manner specified by the CITY. CONTRACTOR shall not place any advertising, other graphics or lettering on (or within) the bus. CITY may direct that City-approved advertising, graphics or lettering be placed on (or within) the bus.

2.1.8 CONTRACTOR agrees to deliver all daily fares collected to a money drop box location designated by the CITY.

2.1.9 CITY shall exclusively manage and collect revenue earned from bus advertisements. There shall not be bus advertising revenue sharing with CONTRACTOR.

2.1.10 Should CONTRACTOR provide service for a special event beyond established operating hours, a rate of \$44.96 per hour shall apply.

2.1.11 CITY shall review all policies established by the CONTRACTOR relative to the public transportation services.

2.1.12 CITY shall review the service planning, including adjustments to the routes, schedules and such other factors that affect the quality of service provided.

2.1.13 CITY shall provide CONTRACTOR with bus route timetable schedules prepared by the CITY for CONTRACTOR to make available to residents, visitors and passengers.

2.1.14 CITY shall be responsible for designation of transit stops. It is understood that passengers will be able to board and depart at designated stops.

2.1.15 CONTRACTOR acknowledges that this CONTRACT is subject to the terms and conditions contained in the CITY's Interlocal Agreement for Community Bus Service with the County.

2.1.16 CONTRACTOR will clearly and professionally mark vehicles with CITY and route identifications, i.e. City of Margate Transit, A. C, D.

2.1.17 CONTRACTOR will provide a monthly account of complaints and compliments logged.

2.2 TECHNICAL ASSISTANCE

2.2.1 Pursuant to the County Interlocal Agreement, CITY will provide vehicle chauffeurs hired by CONTRACTOR, or its contractors, with training in passenger relations, rules of the road, and transit system information. All vehicle chauffeurs shall be required to attend and successfully complete County's training program prior to operating the vehicles address herein. This requirement shall extend to any and all vehicle chauffeurs employed at any time during the term of this CONTRACT.

2.2.2 CONTRACTOR agrees to cooperate with County and City staff with respect to any aspect of planning and scheduling of public transit routing that CITY might request.

2.2 FUEL ESCALATION

2.3.1 At the time of signing this CONTRACT, a base diesel fuel price shall be established by utilizing the (OPIS) Oil Price Information System at the website (www.opis.com) for the South Florida or Fort Lauderdale Diesel Fuel Price Average. For a one year period from the date of signing this CONTRACT, the CONTRACTOR shall not be entitled to any fuel adjustments.

2.3.2 After the one year anniversary period, the base diesel fuel price will again be established through the pre-determined website and if there is a difference of at least a minimum amount of \$.30 cents per gallon between the original base diesel fuel price established at the signing of the CONTRACT and the one year anniversary diesel fuel price, the hourly rate paid by the CITY to CONTRACTOR shall be adjusted up or down in the following manor. For every ten cent (\$0.10) increase or decrease, the hourly rate will be adjusted accordingly by thirty cents (\$.30) per revenue hour charged by CONTRACTOR and paid by the CITY.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 Term of CONTRACT: The initial term of this CONTRACT shall commence on September 21, 2013 and shall remain in effect through September 30, 2015. The initial term of the CONTRACT may be extended for an additional one (1) year period upon written approval of both the CITY and the CONTRACTOR, ninety (90) days prior to the expiration of the then current term. If the term of this CONTRACT extends beyond a single fiscal year of CITY, the continuation of this CONTRACT beyond the end of any fiscal year shall be subject to the availability of funds from CITY in accordance with the CITY's budget process. The CITY may cancel this CONTRACT by notification in writing at least thirty days prior, with or without cause. The CITY or CONTRACTOR is under no obligation to extend or renew this CONTRACT after its expiration.
- 3.2 Emergency Preparedness and Continuity of Operations: Because the tasks to be performed pursuant to the CONTRACT, include the physical care and control of passengers as well as the administration and coordination of public transportation services necessary for passenger health, safety or welfare, the CONTRACTOR will, within 30 days of the execution of this CONTRACT, submit to the CITY verification of an emergency preparedness plan. In the event of an emergency, the CONTRACTOR will notify the CITY of emergency provisions. In the event an emergency results in a cessation of services by the CONTRACTOR, the CONTRACTOR will retain the responsibility for performance under this CONTRACT and must follow procedures to ensure continuity of operations without interruption.

ARTICLE 4

COMPENSATION

- 4.1 In return for services provided by CONTRACTOR and specified in this CONTRACT, the CITY agrees to pay CONTRACTOR forty four dollars and ninety six cents (\$44.96) per revenue hour, per vehicle in service. The funds shall be used by CONTRACTOR for the purposes of maintaining, operating and properly equipping the vehicles and paying labor expenses associated with the performance of this CONTRACT before being used for other business purposes or being distributed as profit or retained earnings. CITY shall not be responsible for payment of any other monies to CONTRACTOR under this CONTRACT.
- 4.2 CITY shall pay CONTRACTOR invoices monthly. CONTRACTOR shall submit invoices to the CITY documenting hours of service provided by the CONTRACTOR during the preceding month together with such additional documentation, which may be required by the CITY (e.g., ridership statistics).
- 4.3 Payments will be made to the CONTRACTOR as services are rendered and invoiced by CONTRACTOR within thirty (30) days of receipt of such invoices. CITY shall compensate CONTRACTOR pursuant to the terms forth herein.
- 4.4.1 The CITY's DESIGNEE will have final approval of invoices for payment and Will forward the approved invoices to the Finance Department for payment only if the CONTRACTOR has met all the terms and conditions of this CONTRACT. CONTRACTOR agrees to accept payment either by check or CITY's VISA purchasing card.

ARTICLE 5

PERSONNEL REQUIREMENTS

- 5.1 Vehicles shall be operated by properly licensed operators ("vehicle chauffeurs") employed by CONTRACTOR or the CITY. These employees shall provide full utilization of vehicles to disabled passengers while in service.
- 5.2 CONTRACTOR shall pay an hourly compensation rate equal to the then current Broward Living Wage to each current CITY individual who is currently employed as a driver with CITY's Transportation Division and who accepts employment with CONTRACTOR. CONTRACTOR shall provide the CITY a quarterly roster report certifying both the continuing employment of each former employee of the CITY's Transportation Division and also the termination date of any former employee of the CITY's Transportation Division who subsequently leaves the employ of the CONTRACTOR. CONTRACTOR shall credit the CITY the difference between the then current Broward Living Wage and the hourly rate of

compensation CONTRACTOR pays to an individual who replaces a former employee of the CITY's Transportation Division.

- 5.3 CONTRACTOR shall designate a Project Manager who will oversee the complete operation of the public transportation service and who will serve as the day-to-day liaison with the CITY.
- 5.4 CONTRACTOR hereby represents and warrants to the CITY that it has conducted a criminal background check on all its employee providing services to the CITY pursuant to this CONTRACT. CONTRACTOR represents and warrants that all employees engaged in providing services to the CITY have no criminal records and outstanding warrants for arrest. In the event of any breach by the CONTRACTOR of this provision the CITY shall have the right to demand the immediate removal of the employee(s) from service and failing that, the CITY shall have the right to terminate this CONTRACT upon providing thirty (30) day notice.
- 5.5 Vehicle chauffeurs hired by CONTRACTOR shall issue County bus route timetables or other transit information to any passenger requesting such material.
- 5.6 Effective upon execution of this CONTRACT and at all times during this CONTRACT, CONTRACTOR shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this CONTRACT are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- 5.7 CITY reserves the right to approve assigned personnel to CITY routes and request CONTRACTOR change personnel, if necessary.
- 5.8 Vehicle chauffeurs employed by the CONTRACTOR during the term of this CONTRACT shall be properly licensed operators. The vehicle chauffeurs shall have the qualifications as required by the State of Florida and the County. All drivers shall, during the term of this CONTRACT possess the following qualifications and adhere to the following standards. CONTRACTOR shall immediately dismiss any driver from performing services under this CONTRACT if driver fails to maintain said qualifications or standards as listed below:
 - 5.8.1 Minimum age for driver shall be 21 years.
 - 5.8.2 Drivers must possess a valid Florida commercial driver's license as required by law.
 - 5.8.3 Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers

shall have no history of a conviction for a DUI, DWI, or possession, control, or distribution of an illegal substance. Additionally, drivers shall have no history of felony convictions. Finally, in the event a law enforcement agency charges a driver with any of the foregoing, upon receipt of knowledge of such fact, the driver involved shall be suspended.

- 5.8.4 Drivers must be capable of speaking, writing and understanding the English language fluently.
- 5.8.5 Drivers shall operate the vehicle in a safe and timely manner.
- 5.8.6 Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.
- 5.8.7 At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes. Torn, frayed, stained, or severely faded uniforms shall not be considered "presentable".
- 5.8.8 Drivers shall distribute or collect flyers, handouts, surveys, etc., as CITY may request from time to time.
- 5.8.9 Drivers shall not accept gratuities.
- 5.8.10 Drivers shall assist passengers with disabilities when entering and exiting the vehicles in accordance with safe practice.
- 5.8.11 Drivers shall not permit passengers to smoke or play a radio in the vehicles (unless the passenger is using headphones with the radio).
- 5.8.12 Drivers shall not be convicted of a crime during the term of this CONTRACT.
- 5.8.13 Drivers shall not test positive for drug use on a drug test administered by a responsible testing facility or in cooperation with the drug-testing program at the County or the CITY.
- 5.8.14 CITY may request immediate removal of any driver who fails to comply with any provision of this section.

ARTICLE 6

CONDITION AND MAINTENANCE OF VEHICLES

- 6.1 The CITY and County have entered into an Interlocal agreement to provide public transportation services. The County currently licenses to CITY three (3) wheelchair accessible, passenger vehicles. For the extent of this CONTRACT CITY licenses CONTRACTOR to utilize the vehicles to the extent that CITY has the right to utilize the vehicles. Such vehicles shall be maintained by CONTRACTOR continually complying with all applicable federal and state regulations. The vehicles may be used by CONTRACTOR only for the purposes contemplated by this CONTRACT and shall be used for no other purpose. At the expiration or earlier termination of this CONTRACT, the vehicles shall be returned to the CITY, or such place as CITY may designate, in the same condition.
- 6.2 CITY shall provide to the CONTRACTOR all the manufacturer's warranties and maintenance shop manuals that have been provided to the CITY by the County. CONTRACTOR shall ensure that all warranty and maintenance work shall be completed on time, using qualified parts and mechanics such that the manufacturers' warranties shall continue to cover the vehicle.
- 6.3 CONTRACTOR shall maintain the vehicles provided to it by CITY in accordance with manufacturer's standards and keep vehicles in reasonable and safe condition at all times. CONTRACTOR shall maintain and store vehicles at 1350 B Hammondville Road, Pompano Beach, FL 33069, when vehicles are not in use.
- 6.4 CONTRACTOR shall provide a replacement vehicle, which is similar in all respects to the CITY's vehicle, in the event the vehicle provided by CITY is out of service for repair. CONTRACTOR shall supply any additional vehicles to provide back-up service within forty-five (45) minutes in the event that one or more vehicles are out of service. CONTRACTOR shall provide ADA accessible back-up vehicles should they be necessary to continue service as outlined in this CONTRACT. In the event CONTRACTOR needs to exchange a vehicle during revenue service hours, CONTRACTOR shall notify CITY's DESIGNEE of change immediately. Notification will include vehicle number, reason and amount of service time to be missed.
- 6.5 Vehicles shall be maintained in good condition, both operationally and in their appearance, and in accordance with any County or CITY requirements. All vehicles shall be kept in good repair and condition, satisfactory to the CITY at a minimum to the standards listed below:
- 6.5.1 All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).

- 6.5.2 All vehicles shall be equipped with all appropriate safety equipment to be provided by CONTRACTOR.
- 6.5.3 All vehicles shall be equipped with two-way communications to be provided by CONTRACTOR.
- 6.5.4 All vehicles shall have heating and air conditioning systems that are fully operative every day and at all times the vehicle is in service. The air conditioning system shall be of sufficient size and capacity to provide a cooling effect throughout the vehicle, with cold air blowing in all sections of the vehicle.
- 6.5.5 Upon the effective date of the CONTRACT, CONTRACTOR will provide a list of scheduled and non-scheduled maintenance performed on vehicles during each respective month.

6.6 Maintenance of Vehicles:

- 6.6.1 The interiors of the vehicles shall be cleaned at least once each day and the exteriors of the vehicles shall be cleaned at least once per week. The vehicles shall be exterminated for pests at least once each week. CONTRACTOR shall have a continuing obligation to ensure cleanliness of the vehicles, and CONTRACTOR shall perform additional cleaning and extermination for pests as circumstances may warrant, or as directed by the CITY.
- 6.6.2 All vehicles and equipment on vehicles shall be maintained in fully operational condition at all times during the term of this CONTRACT. CONTRACTOR shall cause all components of each vehicle, including its body, frame, graphics wrap, furnishings, mechanical, electrical, hydraulic, or other operating systems to be maintained according to manufacturer's recommendations. CONTRACTOR shall cause any vehicle damaged in an accident or otherwise to be repaired to be replaced immediately, including the graphic wraps. CONTRACTOR shall at its sole cost and expense, provide fuel, lubricants, parts and supplies as required for the maintenance and operation of all vehicles.
- 6.6.3 All vehicles shall be safe for operation on public streets and highways and shall meet all requirement of the Florida Department of Transportation Rule Chapter 14-90, "Minimum Requirements for Transit Coaches and System Equipment." All parts of the vehicles and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor safety standards

6.6.4 CONTRACTOR shall initiate and maintain an effective safety and mechanical inspection program.

6.6.5 All vehicles shall be available for inspection by the CITY prior to CONTRACTOR placing them in service and at any time thereafter at the CITY's discretion. CITY has the sole discretion to reject temporarily or permanently any vehicle, which CITY deems unacceptable for reasons of safety, disrepair or appearance.

6.6.6 The CONTRACTOR shall maintain a storage yard and maintenance facility for the vehicles used by the CONTRACTOR in the performance of this CONTRACT. Furthermore, the use, operation, and facilities in the storage yard and maintenance facility shall comply with all applicable local zoning and building codes and shall be secured against theft and vandalism.

ARTICLE 7

RECORD KEEPING AND AUDITING

7.1 OWNERSHIP OF DOCUMENTS: Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this CONTRACT are and shall remain the property of CITY. In the event of termination of this CONTRACT, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to CITY.

7.2 AUDIT RIGHT AND RETENTION OF RECORDS: CITY shall have the right to audit the books, records, and accounts of CONTRACTOR. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. CONTRACTOR shall preserve and make available, at reasonable time for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this CONTRACT for the required retention period of the Florida Public Records Act (Chapter 117, Florida Statutes), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this CONTRACT. If any audit has been initiated, and audit findings have not been resolved at the end of the retention period, or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's records, CONTRACTOR shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

- 7.3 CONTRACTOR shall keep records concerning the number of passengers per revenue hour on each route operated by the CONTRACTOR.
- 7.4 CITY shall verify passenger counts against revenue and maintain certain records of information and data in the format prescribed by COUNTY. CITY shall furnish such records to COUNTY on a monthly basis.
- 7.5 CONTRACTOR shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by CITY to ensure a proper accounting record. The system of accounting will be in accordance with generally accepted accounting principles and practices. All project records prepared by CONTRACTOR shall be owned by CITY and made available to CITY at no charge. CITY may elect to authorize representatives to inspect, audit, and analyze the records of CONTRACTOR relating to the subject service. CITY shall have the right to audit the books, records and accounts of the CONTRACTOR specifically related to this CONTRACT. CONTRACTOR shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the project or according to the scheduled reporting periods.
- 7.6 CONTRACTOR shall record on a daily basis and report weekly to the CITY all disruptions in service, late service vehicle breakdowns, accidents, vehicles out of service and any other incident affecting service.
- 7.7 CONTRACTOR's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. CONTRACTOR agrees to submit copies of such documentation to the CITY on a weekly basis.
- 7.8 CONTRACTOR shall maintain daily records of total passenger utilization and total mileage logged on the vehicles by route while performing the services under this CONTRACT. Project Manager shall provide accurate reports on ridership by route and by trip to CITY on a monthly basis.
- 7.9 CITY shall approve CONTRACTOR's forms that may be required in addition to those required by the County.
- 7.10 In the event funds paid to CONTRACTOR pursuant to this CONTRACT are subsequently disallowed by CITY because of accounting errors or charges not in conformity with this CONTRACT, CONTRACTOR shall refund promptly to the CITY such disallowed funds or such disallowed funds will be withheld from subsequent payment by CITY to CONTRACTOR. No payment will be withheld or disallowed until CITY has given CONTRACTOR written notice of the reason therefore and ten (10) days have elapsed for CONTRACTOR to correct, cure or otherwise reasonably ensure to the CITY that the problem has been resolved in a

manner satisfactory to the CITY. No more than the disputed amount shall be withheld. Both CITY and CONTRACTOR shall diligently pursue the resolution of any dispute regarding the accounting or charges referred to in this paragraph.

ARTICLE 8

CHANGES IN SCOPE OF SERVICES

8.1 Except for those changes permitted in Section 2.1 herein, any changes to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 8.3 below.

8.2 Any changes in the level of service to be provided by CONTRACTOR as set forth herein, shall only be implemented after CITY and CONTRACTOR have entered into a modified CONTRACT describing the changed services.

8.3 The parties agree to renegotiate this CONTRACT if applicable federal, state, or local laws or revisions of said laws make changes in the CONTRACT necessary or desirable, as determined by the CITY.

ARTICLE 9

INDEMNIFICATION / GOVERNMENTAL IMMUNITY AND INSURANCE

9.1 CITY is a municipal corporation or political subdivision as defined in Section 768.28, Florida Statutes, 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 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 CONTRACT or any other contract.

9.2 The parties hereto acknowledge that CITY is a self-insured governmental entity subject to the limitation of Section 768.28, Florida Statutes. CITY maintains a self-funded and commercial insurance. The CITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this CONTRACT in accordance with the provisions of Section 768.28, Florida Statutes.

- 9.3 Indemnification. CONTRACTOR agrees to indemnify, reimburse, defend, save, and hold harmless the CITY's and County's officers, agents, employees, and officials for, from and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by CITY and/or COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to CONTRACTOR's occupancy or use of the vehicle(s) to perform the services set forth herein or to the extent caused by negligence, recklessness or intentional wrongful misconduct by CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this CONTRACT. To the extent necessary by the CITY, any sums due the CONTRACTOR under this CONTRACT may be retained by CITY as an off set against CITY's claims for indemnification, pursuant to this CONTRACT and any amount withheld shall not be subject to payment of interest by CITY.
- 9.4 Insurance. CONTRACTOR shall at all times during the term of this CONTRACT keep and maintain in full force and effect, at CONTRACTOR's sole cost and expense, insurance of the types and amounts set forth in **Exhibit "C"**, a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name both the CITY and County as additional insured.
- 9.5 Provisions Applicable to Insurance. At or prior to the commencement of CONTRACTOR's performance, pursuant to the provisions of any CONTRACT with CITY involving the vehicle(s) provided hereunder, CONTRACTOR shall deliver the original certificate of insurance required herein to CITY. CONTRACTOR shall pay premiums for all insurance requires by this CONTRACT. CONTRACTOR shall cause all policies of insurance required by this CONTRACT to be renewed from time to time so that at all times the insurance protection required by this CONTRACT shall continuously exist. The policy shall not be cancelled or materially changed without giving of at least thirty (30) days' prior written notice thereof to CITY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 10

TERMINATION

- 10.1 This CONTRACT may be terminated for cause, by CONTRACTOR or by action of the City Commission upon thirty (30) days written notice by the party that elected to terminate. CITY may suspend immediately CONTRACTOR's performance if CITY determines that such action is necessary to prevent an

imminent loss of life, serious bodily injury, or in the event of a persistent pattern of conduct that evidences a reckless disregard for human safety. This CONTRACT may also be terminated by CITY upon such notice as CITY deems appropriate under the circumstances in the event CITY determines that termination is necessary to protect the public health, safety, or welfare.

10.2 Termination of this CONTRACT for cause shall include, but not be limited to, failure to suitably perform work, failure to continuously perform work in a manner calculated to meet or accomplish the objectives of CITY as set forth in this CONTRACT, or breach of any of the provisions of this CONTRACT notwithstanding whether any such breach was previously waived or cured.

10.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this CONTRACT except that notice of termination by CITY, which CITY deems necessary to protect the public health, safety, or welfare, may be verbal notice, which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this CONTRACT.

10.4 This CONTRACT may be terminated by City for convenience (i.e., without cause) upon giving thirty (30) days' notice to the CONTRACTOR. In the event this CONTRACT is terminated for convenience, the financial payment provided by the City shall be prorated on a daily basis to the date the CONTRACT is terminated, and CONTRACTOR shall not be compensated for any other damages, losses, costs, expenses, lost profits, or other claims of any kind.

10.5 Upon termination of this CONTRACT for whatever reason, CONTRACTOR shall return the vehicles provided herein to the CITY, or to a location directed by the CITY, without cost. CONTRACTOR shall return the vehicles to CITY in the condition they were received at the onset of this CONTRACT, normal wear and tear expected. The CONTRACTOR's obligation to return the vehicles to the CITY in the condition they were received shall include the removal of any painting or wrapping of the vehicles for advertisement purposes. Any costs necessary to restore or repair the vehicles shall be the sole responsibility of the CONTRACTOR. CITY shall have the right to inspect and to approve the condition of the vehicles prior to acceptance and should the CITY determine that the vehicle is not in the proper condition, CONTRACTOR shall as its sole cost and expense remedy any and all deficiencies identified by the CITY.

ARTICLE 11
MISCELLANEOUS

- 11.1 NON-DISCRIMINATION: CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this CONTRACT because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. CONTRACTOR agrees to furnish CITY with a copy of its Affirmative Action Policy or in the event that CONTRACTOR contracts with a third party for this service, such third party's Affirmative Action Policy shall be furnished to CITY.
- 11.2 INDEPENDENT CONTRACTOR: CONTRACTOR is an independent contractor under this CONTRACT. Services provided by CONTRACTOR shall be subject to the supervision of CONTRACTOR, and such services shall not be provided by CONTRACTOR or its agents as officers, employees, or agents of the CITY. The parties expressly acknowledge that it is not their intent to create any rights in any third person or entity under this CONTRACT.
- 11.3 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 acknowledgement 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:

| | |
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| FOR CITY: | Office of the City Manager City of Margate 5790 Margate Boulevard Margate, FL 33063 Telephone No. (954) 935.5300 Facsimile No. (954) 935.5304 |
|-----------|--|

FOR CONTRACTOR: Mr. Thomas E. Stringer, Jr.,
Interim Regional Vice President - East Area Operations
Keolis Transit America
3300 SW 11th Avenue,
Ft Lauderdale, Florida 33315
Telephone No. (954) 523-2254

DESIGNEE: Director of Public Works
102 Rock Island Road
Margate, FL 33063
Telephone No. (954) 972-8126

11.4 ASSIGNMENT AND PERFORMANCE: Neither this CONTRACT nor any interest herein shall be assigned, transferred, or encumbered by either party and CONTRACTOR shall not subcontract any portion of the work required by this CONTRACT except as authorized herein. CONTRACTOR represents that all persons delivering the services required by this CONTRACT have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to CITY's satisfaction. CONTRACTOR shall perform its duties, obligations, and services under this CONTRACT in a skillful and respectable manner. The quality of CONTRACTOR's performance shall be comparable to the best local and national standards.

11.5 FORCE MAJEURE: Neither party to this CONTRACT shall be liable for any delay or failure under the CONTRACT to the extent the delay or failure result from causes beyond the party's control, occurring without fault or negligence, including, without limitation, failures or delays resulting from natural disasters (including inclement weather, tornadoes, tropical storms and hurricanes) wars, riots or other major upheavals, or performance failures outside the control of such applicable party ("force majeure"). Any dates by which performance obligations are scheduled to be met will, as a result of force majeure, be extended by a period of time equal to the time lost due to any such delay.

11.5 WAIVER OF BREACH AND MATERIALITY: Failure by CITY to enforce any provision or modification of this CONTRACT shall not be deemed a waiver of such provision or modification of this CONTRACT. A waiver of any breach of a provision of this CONTRACT shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this CONTRACT.. CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this CONTRACT and, therefore, is a material term hereof.

11.6 **WAIVER OF JURY TRIAL:** The parties to this CONTRACT hereby knowingly, irrevocably, voluntarily and intentionally waive any right either may have to a trial by jury in respect to any action, proceeding, lawsuit or counterclaim based upon the CONTRACT, arising out of, under, or in connection with the matters to be accomplished in this CONTRACT, or any course of conduct, course of dealing, statements (whether verbal or written) or the actions or inactions of any party.

11.7 **COMPLIANCE WITH LAWS:** CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this CONTRACT.

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

11.9 **JOINT PREPARATION:** Preparation of this CONTRACT has been a joint effort of CITY and CONTRACTOR and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

11.10 **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 other document incorporated into this CONTRACT by reference and a term, statement, or provision of this CONTRACT, the term, statement, requirement, or provision contained in Articles 1 through 11 of this CONTRACT shall prevail and be given effect.

11.11 **APPLICABLE LAW AND VENUE:** This CONTRACT shall have been deemed to have been executed within the State of Florida. The validity, construction, and effect of this CONTRACT shall be governed by the laws of the State of Florida. Any claim, objection or dispute arising out of this CONTRACT shall be litigated in the Courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.

11.12 **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 CONTRACT and executed by the CITY and CONTRACTOR.

11.13 PRIOR CONTRACTS: This document incorporates and includes all prior negotiations, correspondence, conversations, contracts, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, contracts, or understandings concerning the subject matter of this CONTRACT 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 contracts, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in written document in accordance with Section 8.3 above.

11.14 INCORPORATION BY REFERENCE: The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The exhibits referenced herein, and attached hereto, are incorporated into and made part of this CONTRACT.

11.15 MULTIPLE ORIGINALS: This CONTRACT shall be executed in two (2) copies, each of which shall be deemed to be an original.

11.16 DISPUTES: Notwithstanding any other provisions provided in this contract, any dispute arising under this contract which is not disposed of by agreement shall be decided by the City Manager of the City of Margate, Florida who shall reduce his decision in writing and furnish a copy thereof to the Contractor. The decision of the City Manager of the City of Margate, Florida and those persons to whom he delegates authority to decide disputes, shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrarily, or grossly erroneous as to necessarily imply bad faith, or not supported by substantial evidence.

11.17 PUBLIC ENTITY CRIMES INFORMATION STATEMENT: "A person or Affiliate who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplies, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

11.18 DISCRIMINATORY VENDOR LIST: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity..

IN WITNESS WHEREOF, the parties hereto have made and executed this CONTRACT between the CITY OF MARGATE through its City Commissioners, signing by and through its Mayor and City Manager, authorized to execute same by Commission action on 18 day of September, 2013, and Keolis Transit Services, LLC signing by and through its representative(s) is authorized to execute the same. One counterpart has been delivered to the CITY and CONTRACTOR.

Signed, sealed and delivered in the presence of:

CITY OF MARGATE

BY: Leslie Wallace May
Leslie Wallace May, City Clerk

By: Frank B. Talerico
Frank B. Talerico, Mayor

By: Jerry A. Blough
Jerry A. Blough, City Manager

Approved as to Form.

By: Eugene M. Steinfeld
Eugene M. Steinfeld, City Attorney

FOR CONTRACTOR

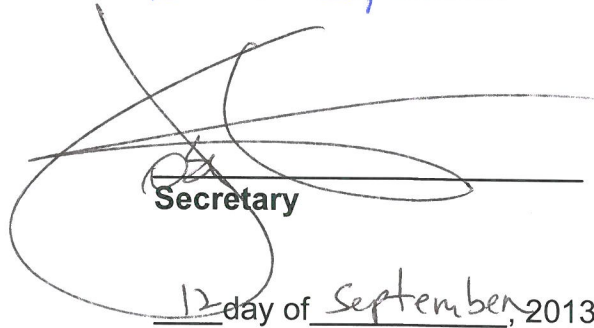
KEOLIS TRANSIT SERVICES, LLC

FOR CORPORATION:


Michael Griffus
Chief Executive Officer

12 day of September, 2013

(CORPORATE SEAL)


Secretary
12 day of September, 2013

**CONTRACT BETWEEN CITY OF MARGATE AND CONTRACTOR FOR PUBLIC
TRANSPORTATION SERVICES.**

EXHIBIT "A"

**COMMUNITY BUS ROUTES AND SCHEDULES
(Pages 23-28)**

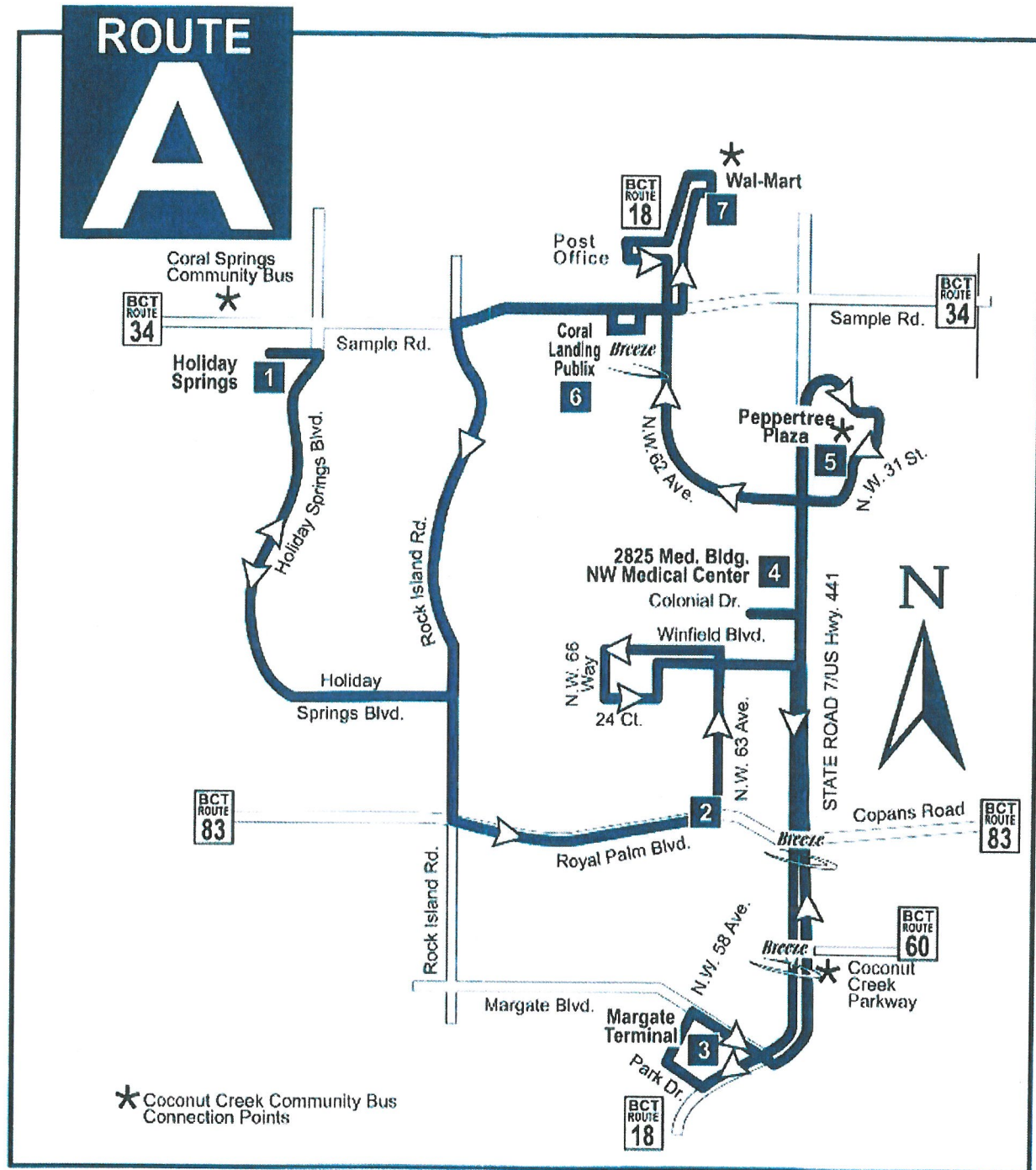
**HOLIDAY SPRINGS • MARGATE TERMNAL
N.W. MEDICAL CENTER • PEPPERTREE PLAZA
CORAL LANDING • WAL-MART**

MONDAY THROUGH FRIDAY


| ROUTE A | | | | | | | |
|--|--------------------------------|------------------|-------------------|--|-------------------------|---|--------------------------------------|
| EASTBOUND To Hwy. 441 | | | | | | WESTBOUND | |
| To Margate Term, NW Medical, Coral Landing, Wal-Mart | | | | | | To Holiday Springs | |
| Holiday Springs Blvd. Sample Road | Royal Palm Blvd & NW 63 Ave | Margate Terminal | NW Medical Center | Peppertree Plaza Sample Rd & US 441 | Publix Coral Landing | Wal-Mart Turtle Creek Dr & Turtle Run Plaza | Holiday Springs Blvd. Sample Road |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 1 |
| 7:30 | 7:40 | 7:50 | 7:57 | 8:03 | 8:13 | 8:20 | 8:30 |
| 8:30 | 8:40 | 8:50 | 8:57 | 9:03 | 9:13 | 9:20 | 9:30 |
| 9:30 | 9:40 | 9:50 | 9:57 | 10:03 | 10:13 | 10:20 | 10:30 |
| 10:30 | 10:40 | 10:50 | 10:57 | 11:03 | 11:13 | 11:20 | 11:30 |
| 11:30 | 11:40 | 11:50 | 11:57 | 12:03 | 12:13 | 12:20 | 12:30 |
| 12:30 | 12:40 | 12:50 | 12:57 | 1:03 | 1:13 | 1:20 | 1:30 |
| 1:30 | 1:40 | 1:50 | 1:57 | 2:03 | 2:13 | 2:20 | 2:30 |
| 2:30 | 2:40 | 2:50 | 2:57 | 3:03 | 3:13 | 3:20 | 3:30 |
| 3:30 | 3:40 | 3:50 | 3:57 | 4:03 | 4:13 | 4:20 | 4:30 |

NUMBERS INDICATES TIME POINTS ON THE MAP.
G DESIGNATES BUS RETURNS TO GARAGE AND IS NOT IN SERVICE.

Regular fare for each ONE WAY trip is .50¢. The exact fare is required on all buses at all times. Please have fare ready when boarding. Operators do not carry cash.

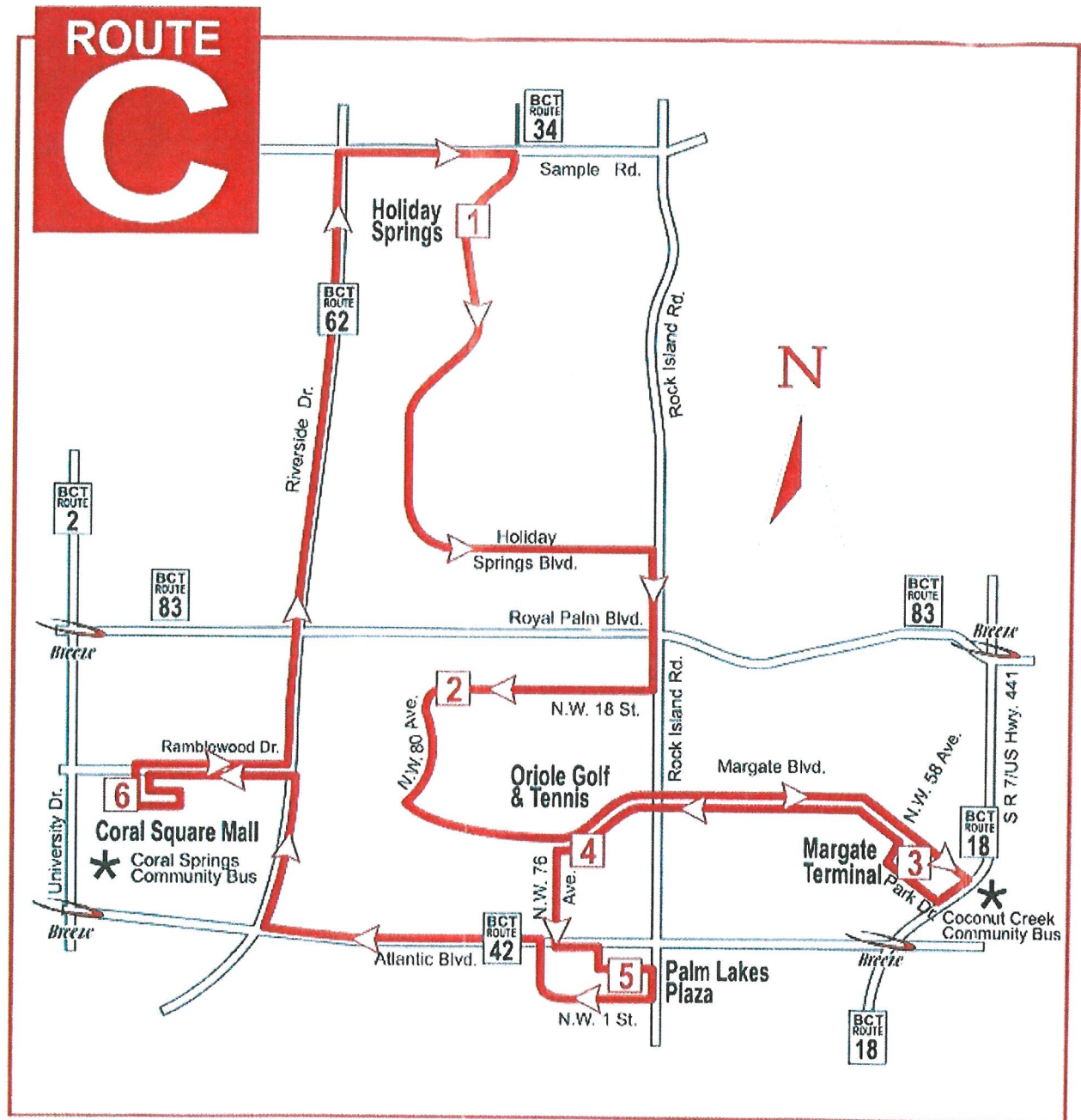


**HOLIDAY SPRINGS • MARGATE TERMINAL
PALM LAKES PLAZA • CORAL SQUARE MALL
MONDAY THROUGH FRIDAY**

| ROUTE  | | | | | | | |
|---|-------------------------|------------------|----------------------------------|------------------|-------------------|----------------------|--------------------------------------|
| SOUTHBOUND | | | WESTBOUND | | | NORTHBOUND | |
| To Margate Terminal | | | To Coral Square Mall | | | To Holiday Springs | |
| Holiday Springs Blvd. Sample Road | NW 18 St & NW 80 Ave | Margate Terminal | Margate Blvd & Golf Circle Dr | Palm Lakes Plaza | Coral Square Mall | Coral Square Mall | Holiday Springs Blvd. Sample Road |
| 1 | 2 | 3 | 4 | 5 | 6 | 6 | 1 |
| 7:30 | 7:35 | 7:50 | 7:55 | 8:00 | 8:10 | 8:15 | 8:25 |
| 8:30 | 8:35 | 8:50 | 8:55 | 9:00 | 9:10 | 9:15 | 9:25 |
| 9:30 | 9:35 | 9:50 | 9:55 | 10:00 | 10:10 | 10:15 | 10:25 |
| 10:30 | 10:35 | 10:50 | 10:55 | 11:00 | 11:10 | 11:15 | 11:25 |
| 11:30 | 11:35 | 11:50 | 11:55 | 12:00 | 12:10 | 12:15 | 12:25 |
| 12:30 | 12:35 | 12:50 | 12:55 | 1:00 | 1:10 | 1:15 | 1:25 |
| 1:30 | 1:35 | 1:50 | 1:55 | 2:00 | 2:10 | 2:15 | 2:25 |
| 2:30 | 2:35 | 2:50 | 2:55 | 3:00 | 3:10 | 3:15 | 3:25 |
| 3:30 | 3:35 | 3:50 | 3:55 | 4:00 | 4:10 | 4:15 | 4:30 |

NUMBERS INDICATE TIME POINTS ON THE MAP

Regular fare for each ONE WAY
trip is .50¢. The exact fare is
required on all buses at all times.
Please have fare ready when boarding.
Operators do not carry cash.



**MARGATE TERMINAL • SOUTHGATE BLVD. • FOREST BLVD. AT
APPLEGREEN • OAKLAND HILLS • PALM LAKES PLAZA
LAKEWOOD PLAZA**

MONDAY THROUGH FRIDAY

| ROUTE D | | | | | | | | | | |
|---------------------------------------|-----------------------------------|---------------------------------|---------------|---------------------|-----------------|---------------------------------|---------------------------|-------------------------------|-------------------------|------------------|
| SOUTH BOUND | | | | WESTBOUND | | EASTBOUND | | | | |
| To T.A.G., Apple Green, Oakland Hills | | | | To Palm Lakes Plaza | | To Coconut Creek Pkwy, Banks Rd | | | | |
| Margate Terminal | TAG on Southgate Blvd & NW 75 Ter | Forest Blvd & US 441 Applegreen | Oakland Hills | Margate Terminal | Palm Lake Plaza | Palm Lake Plaza | Atlantic Blvd & NW 66 Ave | Coconut Creek Pkwy & Banks Rd | Lakewood Plaza Wal-Mart | Margate Terminal |
| 1 | 2 | 3 | 4 | 1 | 5 | 5 | 6 | 7 | 8 | 1 |
| 7:20 | 7:28 | 7:32 | 7:37 | 7:47 | 7:57 | 8:02 | 8:07 | 8:12 | 8:17 | 8:20 |
| 8:20 | 8:28 | 8:32 | 8:37 | 8:47 | 8:57 | 9:02 | 9:07 | 9:12 | 9:17 | 9:20 |
| 9:20 | 9:28 | 9:32 | 9:37 | 9:47 | 9:57 | 10:02 | 10:07 | 10:12 | 10:17 | 10:20 |
| 10:20 | 10:28 | 10:32 | 10:37 | 10:47 | 10:57 | 11:02 | 11:07 | 11:12 | 11:17 | 11:20 |
| 11:20 | 11:28 | 11:32 | 11:37 | 11:47 | 11:57 | 12:02 | 12:07 | 12:12 | 12:17 | 12:20 |
| 12:20 | 12:28 | 12:32 | 12:37 | 12:47 | 12:57 | 1:02 | 1:07 | 1:12 | 1:17 | 1:20 |
| 1:20 | 1:28 | 1:32 | 1:37 | 1:47 | 1:57 | 2:02 | 2:07 | 2:12 | 2:17 | 2:20 |
| 2:20 | 2:28 | 2:32 | 2:37 | 2:47 | 2:57 | 3:02 | 3:07 | 3:12 | 3:17 | 3:20 |
| 3:20 | 3:28 | 3:32 | 3:37 | 3:47 | 3:57 | 4:02 | 4:07 | 4:12 | 4:17 | 4:20 |

NUMBERS INDICATES TIME POINTS ON THE MAP.

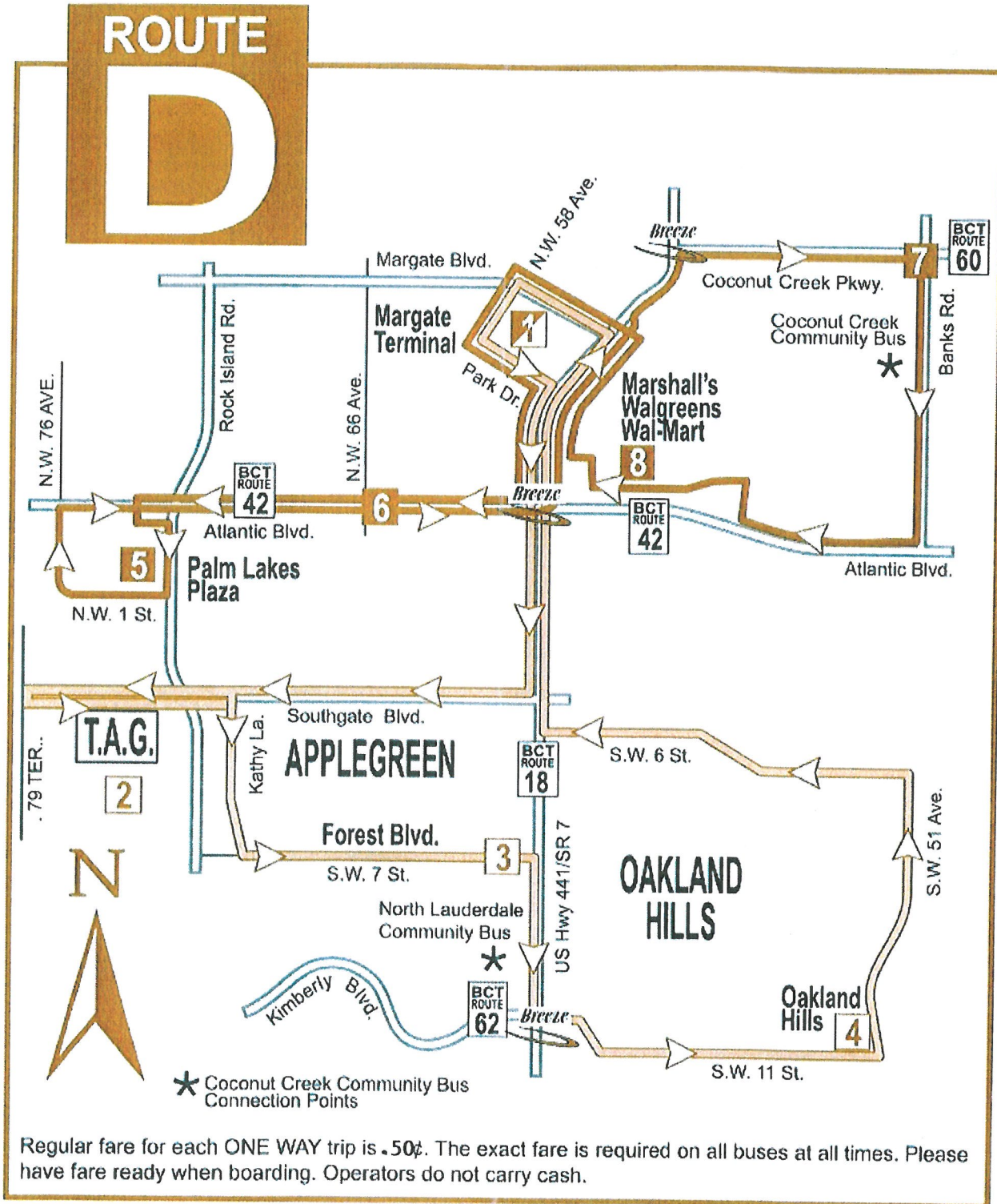


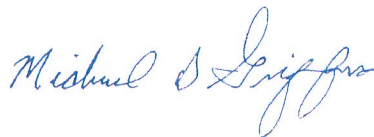
EXHIBIT "B"

DRUG-FREE WORKPLACE CERTIFICATION

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the CITY of Margate or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied CONTRACTORS have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or *nolo contendere* to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than 5 days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.



CONTRACTOR's Signature _____

EXHIBIT "C"
REQUIRED INSURANCE

A. WORKERS COMPENSATION insurance shall be maintained during the life of this CONTRACT to comply with statutory limits for all employees. The CONTRACTOR shall maintain during the life of this policy Employers Liability Insurance. The following limits must be maintained:

- | | | |
|----|----------------------|----------------------------|
| 1. | Workers Compensation | Statutory |
| 2. | Employer's Liability | \$1,000,000 per occurrence |

B. COMPREHENSIVE GENERAL LIABILITY insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:

- | | | |
|----|--|-------------|
| 1. | Bodily Injury/Property Damage | |
| | Each Occurrence | \$1,000,000 |
| | Annual Aggregate | \$1,000,000 |
| 2. | Personal Injury | |
| | Annual Aggregate | \$1,000,000 |
| 3. | Completed Operations and Products Liability shall be maintained for two (2) years after the final payment. | |

C. COMPEHENSIVE AUTO LIABILITY

- | | | |
|----|-------------------------------|-------------|
| 1. | Bodily Injury/Property Damage | |
| | Each Occurrence | \$1,000,000 |
| | Annual Aggregate | \$1,000,000 |
| 2. | Personal Injury | |
| | Each Occurrence | \$1,000,000 |
| | Annual Aggregate | \$1,000,000 |

Coverage shall include owned, hired and non-owned vehicles.

D. PROFESSIONAL LIABILITY

| | |
|------------------|-------------|
| Each Occurrence | \$1,000,000 |
| Annual Aggregate | \$1,000,000 |

The City of Margate and Broward County shall be named as additional insured for Professional and General Liability only.