

AGREEMENT

between

BROWARD COUNTY

and

for

TRANSIT ADVERTISING PROGRAM

RFP# V2112712P1

AGREEMENT

between

BROWARD COUNTY

and

for

TRANSIT ADVERTISING PROGRAM

RFP# V2112712P1

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

and

[Insert Name of Selected Firm], a _____ corporation, authorized to do business in the state of Florida hereinafter referred to as "[Replace CONTRACTOR with an Acronym for Selected Firm]," collectively referred to as the "Parties."

WHEREAS, COUNTY provides fixed-route bus transportation services to residents and visitors of Broward County and adjacent portions of Miami-Dade and Palm Beach Counties; and

WHEREAS, the goal of COUNTY's transit system and its advertising program is to provide safe, efficient, rapid, convenient, pleasant and affordable service while earning revenue from long-term commercial advertising; and

WHEREAS, the COUNTY issued an RFP seeking proposals from qualified firms to provide advertising services for the transit system; and

WHEREAS, CONTRACTOR represents that it has the experience necessary to adequately and competently perform the services to the COUNTY's satisfaction; and

WHEREAS, the COUNTY desires to engage CONTRACTOR to provide advertising services under an agreement containing mutually satisfactory terms and conditions; and

WHEREAS, negotiations pertaining to the services to be performed and the compensation therefor were undertaken between the Parties and this Agreement incorporates the results of such negotiations; NOW, THEREFORE,

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

ARTICLE 1

DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - This document, Articles 1 through 13, inclusive, the exhibits, RFP# V2112712P1, and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Transportation Department or the Director of the Transit Division.
- 1.4 **County Administrator** – The administrative head of COUNTY appointed by the Board.
- 1.5 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.6 **Eligible Vehicle Bus Fleet** – The COUNTY transit buses which COUNTY has made available to CONTRACTOR for the purpose of advertising. Eligible Vehicle Bus Fleet shall not include vehicles that are utilized by third parties pursuant an agreement for service, such as, but not limited to Community Bus Service.
- 1.7 **Late Payment** - Any payment due and owing, to COUNTY by CONTRACTOR, which is received by COUNTY subsequent to the 20th day of any month during the term of this Agreement.
- 1.8 **Media Bank** – Advertising credit provided by CONTRACTOR to COUNTY to permit COUNTY to advertise in various forms of media, such as, but not limited to, radio, television, print or electronic, to promote transit and transit- related services.
- 1.9 **Minimum Annual Guarantee** - The minimum annual compensation due to COUNTY from CONTRACTOR during each annual period, with such period defined as May 1 to April 30.
- 1.10 **Monthly Minimum Guarantee** - The amount due and owing to COUNTY from CONTRACTOR each month during the term of this Agreement, which amount is calculated by dividing the Minimum Annual Guarantee by a factor of twelve (12).

- 1.11 **Net Collections** - Gross bus advertising revenues less cost of sales (cost of sales shall be limited to include customary commissions paid to advertising agencies and brokerage sales organizations in an amount not to exceed 15%, production charges, public, charitable and educational installation fees).
- 1.12 **Notice to Proceed** – A written authorization to proceed with the Program, issued by the Contract Administrator.
- 1.13 **Program** - The Transit Bus Advertising Program, as outlined in this Agreement.
- 1.14 **Rate Card** - The current listed advertising rates as marketed to potential customers.
- 1.15 **Services** – All advertising services required by CONTRACTOR under this Agreement, including without limitation all deliverables specified in Exhibit “A.”
- 1.16 **Subcontractor** – A firm, partnership, corporation, independent contractor (including 1099 individuals), or combination thereof providing services to COUNTY through CONTRACTOR for all or any portion of the services provided under this Agreement.
- 1.17 **Transit Facility** – Any building, shelter, kiosk or terminal that is owned or utilized by COUNTY to provide public transportation service or access to public transportation service.

ARTICLE 2

SCOPE OF SERVICES AND OBLIGATIONS OF PARTIES

- 2.1 CONTRACTOR shall perform all Services identified in this Agreement and Exhibit "A." The Scope of Services is a description of CONTRACTOR's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the Services described that exclusion would render performance by CONTRACTOR impractical, illogical, or unconscionable.
- 2.2 CONTRACTOR acknowledges that Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.3 CONTRACTOR shall pay its Subcontractors and suppliers, within thirty (30) days following completion of the contracted services or upon receipt of the supplies.

ARTICLE 3

TERM AND TIME OF PERFORMANCE

- 3.1 The term of this Agreement shall begin on _____ and shall end on _____ ("Initial Term"). COUNTY, in its sole discretion, may extend the term of this Agreement for up to two (2) additional one year periods ("Renewal Periods"); provided, however, if the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes. If COUNTY elects to exercise its option to renew, COUNTY shall notify CONTRACTOR in writing, on or before 180 days prior to the expiration of the then current term.
- 3.2 If the option to renew this Agreement is exercised by COUNTY five (5) months prior to the expiration, the Parties shall enter into negotiations to determine the Monthly Minimum Guarantee, Media Bank and any other issues relating to compensation, for the Renewal Periods. Such negotiations shall be formalized by the Parties in an amendment to this Agreement.
- 3.3 All duties, obligations, and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than time periods required by the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

ARTICLE 4

COMPENSATION

- 4.1 In consideration of the right to display advertising upon the Eligible Vehicle Bus Fleet, CONTRACTOR shall pay to COUNTY throughout the term of this Agreement a Minimum Annual Guarantee, as set forth on the table below. Payments shall be made by CONTRACTOR to COUNTY each month in accordance with the Monthly Minimum Guarantee payment schedule shown herein below, which represent a rate of one-twelfth (1/12) of the Minimum Annual Guarantee, per annual period, subject to an annual adjustment.

<i>Annual Period</i>	<i>Monthly Minimum Guarantee</i>	<i>Minimum Annual Guarantee</i>	<i>Media Trade</i>	<i>TOTAL</i>
5/1/16 through 4/30/17	\$ _____	\$ _____	\$ _____	\$ _____
5/1/17 through 4/30/18	\$ _____	\$ _____	\$ _____	\$ _____
5/1/18 through 4/30/19	\$ _____	\$ _____	\$ _____	\$ _____

4.2 CONTRACTOR is required to remit the Minimum Monthly Guarantee payment, as indicated in the table set forth in paragraph 4.1 above, to COUNTY each month within 20 calendar days after the end of the month in which they were earned. The revenue must be accompanied by a report that includes details of:

- i. All contracts in effect
- ii. All advertising elements sold and unsold in the month
- iii. Gross Billings for the month
- iv. Gross Revenues Earned for the Month
- v. Net Revenue Earned for the Month
- vi. Collections for the month, including bus and graphics
- vii. Past due amounts
- viii. Total remaining balances on accounts
- ix. Contract expiration dates
- x. Total % and Number of Advertising Space sold vs. total inventory by Advertising space, space type, positioning on COUNTY's fleet (i.e. bus operator side vs. curb-side), or what is applicable to that particular advertising medium
- xi. A rolling total of 60% of Net Revenue Earned compared to the rolling total of guaranteed monthly minimum revenue

4.3 All payments to COUNTY are to be made in bank draft, cashier's check, or company check only. No in-kind payments or trade agreements will be acceptable as payment of compensation owed to COUNTY. All Funds shall be remitted to COUNTY at the following address:

Broward County Transportation Department
Attention: Mary Shaffer
One North University Drive, Suite 3400
Plantation, Florida 33024

4.4 In addition to the Minimum Annual Guarantee, CONTRACTOR shall pay to COUNTY additional funds based on a tiered percentage split based on Net Collections. If Net Collections received by CONTRACTOR in any annual period are of such amount which at the rate of sixty percent (60%) of all Net Collections from \$0 - \$999,999.99; sixty-five percent (65%) of all Net Collections from \$1,000,000 - \$1,249,999.99; seventy percent (70%) of all Net Collections equal to or in excess of \$1,250,000 ("Percentage Split"), would amount to a payment to COUNTY in excess of the Minimum Annual Guarantee for that annual period, CONTRACTOR shall remit to COUNTY the difference between the Percentage Split and the Minimum Annual Guarantee. This payment shall be in addition to the Minimum Annual Guarantee.

CONTRACTOR shall submit an annual reconciliation with financial statements, in a form satisfactory to COUNTY within 90 days of the end of each contract year.

The CONTRACTOR shall report the annual income at the end of each contract year. In the event that COUNTY's contractual share of this revenue exceeds the annual minimum guarantee for the contract year, the extra income shall be paid to COUNTY within 30 days of the end of contract year.

If the Percentage Split is less than the Minimum Annual Guarantee, the Minimum Annual Guarantee shall still apply. There shall be no reduction in the Minimum Annual Guarantee for any annual period prescribed.

- 4.5 CONTRACTOR shall be responsible for the collection of all money and compensation paid, or agreed to be paid, by any advertiser for any and all advertisements and advertising space sold pursuant to this Agreement. CONTRACTOR shall demonstrate to COUNTY's satisfaction that CONTRACTOR has made good faith efforts to collect all unpaid accounts, including but not limited to, legal collection activities against any non-paying parties. No bad debts shall reduce the Minimum Annual Guarantee owed to COUNTY.
- 4.6 The Minimum Annual Guarantee is based on the Eligible Vehicle Bus Fleet, at bus transfer stations, and on future light rail vehicles, and other possible locations. A proportionate adjustment in the Minimum Annual Guarantee shall be made in the event the available advertising space increases or decreases by more than ten percent (10%).

ARTICLE 5

INDEMNIFICATION

CONTRACTOR shall at all times hereafter indemnify, hold harmless and defend County and all of County's current and former officers, agents, servants, and employees (collectively, "Indemnified Party") from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorneys' fees, court costs, and expenses (collectively, a "Claim"), raised or asserted by any person or entity not a party to this Agreement, which Claim is caused or alleged to be caused, in whole or in part, by any intentional, reckless or negligent act or omission of CONTRACTOR, its current or former officers, employees, agents, or servants, arising from, relating to, or in connection with this Agreement. In the event any Claim is brought against an Indemnified Party, CONTRACTOR shall, upon written notice from County, defend each Indemnified Party against each such Claim by counsel satisfactory to County or, at County's option, pay for an attorney selected by County Attorney to defend the Indemnified Party. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

ARTICLE 6

INSURANCE

- 6.1 CONTRACTOR shall maintain, at its sole expense and at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit B in accordance with the terms and conditions stated in this Article.
- 6.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONTRACTOR shall name Broward COUNTY as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is "Broward County." This official title shall be used in all insurance documentation.
- 6.3 Within fifteen (15) days of notification of award, CONTRACTOR shall provide to COUNTY proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. CONTRACTOR shall provide certified copy of any policies required by the Article upon request by COUNTY. Coverage is not to cease and is to remain in force until COUNTY determines all performance required of CONTRACTOR is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of all Services unless a different time period is stated in Exhibit B. COUNTY shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the Services, proof of insurance renewal shall be provided to COUNTY upon expiration.
- 6.4 If CONTRACTOR uses a Subcontractor, CONTRACTOR shall ensure that each Subcontractor names "Broward County" as an additional insured under the Subcontractor's Commercial General Liability, Business Automobile Liability, and Excess/Umbrella policies.

ARTICLE 7

PERFORMANCE GUARANTEE

CONTRACTOR is required to provide to COUNTY, prior to the beginning of the term of this Agreement, and prior to the start of each subsequent contract year, an annual performance bond or an irrevocable letter of credit, in a form, and from a bank or surety, satisfactory to COUNTY in the amount of fifty percent (50%) of the Annual Minimum Guarantee. The performance bond or irrevocable letter of credit

at the onset of this Agreement shall be in the amount equal to fifty percent (50%) of the Minimum Annual Guarantee included in the successful proposal. A performance bond or an irrevocable letter of credit must be provided thirty days prior to the commencement of each successive contract year and the performance bond or an irrevocable letter of credit shall be for fifty percent (50%) of the Minimum Annual Guarantee for each successive contract year; however, neither non-renewal of an annually issued bond by the Surety, nor failure or inability of CONTRACTOR to file a replacement bond in the event the Surety exercises its right to not renew the bond, shall itself constitute a loss to COUNTY recoverable under the bond or any extension thereof. The foregoing notwithstanding, CONTRACTOR shall remain obligated to provide the annual performance bond or an irrevocable letter of credit, in a form, and from a bank or surety satisfactory to COUNTY in the amount of fifty percent (50%) of the Annual Minimum Guarantee.

ARTICLE 8

TERMINATION

- 8.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by the COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, and welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall, at COUNTY's sole election, be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 8.2 This Agreement may be terminated for cause for reasons including, but not limited to, CONTRACTOR's failure (whether negligent or intentional) to timely submit to COUNTY proper payments as required in Article 4, the failure to properly provide the accounting as required in Article 4, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if CONTRACTOR is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if CONTRACTOR provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

- 8.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 8.4 Upon termination of this Agreement by expiration of same in its normal course, or termination for cause or convenience, CONTRACTOR shall assign and transfer to COUNTY or a third party, as directed by COUNTY, all contracts for advertising, and such contracts shall thereupon become the property of COUNTY or such third party. In the event of termination of this Agreement in its normal course, or termination for convenience, for a period not to exceed twelve (12) months following such assignment, COUNTY or selected third party shall pay to CONTRACTOR twenty percent (20%) of the gross income plus all unamortized production charges from such contracts that extend beyond the expiration date of this Agreement; provided, however, that COUNTY's or selected third party's obligation to pay CONTRACTOR shall not include any extensions or renewals of the terms of any assigned contract. COUNTY will include the assignment requirement and terms set forth above in the selection process for the succeeding third party for Transit Advertising. CONTRACTOR acknowledges that COUNTY shall NOT be a party to disputes of any kind or nature arising from the contracts assigned pursuant to this paragraph which shall specifically include, but not be limited to, disputes regarding payments which may be due on the contracts assigned pursuant to this paragraph.

ARTICLE 9

EEO COMPLIANCE

No Party to this Agreement may unlawfully discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. Failure to comply with the foregoing requirements shall constitute a material breach of this Agreement, which shall permit COUNTY to terminate this Agreement or to exercise any other remedy provided under this Agreement, Broward County Code of Ordinances, Broward County Administrative Code, or under other applicable law, all such remedies being cumulative.

By execution of this Agreement, CONTRACTOR represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes. COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and may result in debarment from COUNTY's competitive procurement activities.

ARTICLE 10

REPORTS

- 10.1 CONTRACTOR shall provide COUNTY with monthly reports reflecting gross collections for each preceding calendar month, as well as the month and year, the account name, the billing period, the gross billings, the net billings, the amount collected, the amount owed, and advertising expiration dates. Advertising contracts for reduced fee and free Services to nonprofit, tax-exempt organizations shall be detailed in each month report.
- 10.2 On an annual basis, CONTRACTOR, at its sole cost and expense, shall provide to COUNTY a special audit report that covers all net collections from CONTRACTOR's operations and the operations of any Subcontractors or management companies of CONTRACTOR, if applicable. The special audit report shall be prepared by a Certified Public Accountant in accordance with the provisions of the Codifications of Statements on Auditing Standards. The special report shall be delivered of the Contract Administrator within one hundred twenty (120) calendar days after the end of the contract year and within one hundred twenty (120) calendar days following the expiration or any termination of this Agreement. The Special report shall include the following:
- a. A schedule of all revenue by category, by month;
 - b. A schedule of revenues by category upon which the monthly payment to COUNTY are computed and a list of the payments to COUNTY for the year;
 - c. A calculation and statement indicating whether the payments made to COUNTY are in accordance with the Agreement; and
 - d. A summary of the procedure agreed upon between CONTRACTOR and the Certified Public Accountant for the preparation of the annual special audit report.

ARTICLE 11

TRADE ADVERTISING

CONTRACTOR may, provided that the advertising space has not been sold to a paying advertiser or is not being used by COUNTY pursuant to Exhibit "A," Section B herein, place advertising on COUNTY-operated transit buses on a "trade" basis, limited to ten percent (10%) of the total inventory of advertising space available per year. The costs and value of these displays will NOT be included in the calculations of Net Collections under this Agreement. CONTRACTOR shall obtain the prior written approval of Contract Administrator prior to each placement date of its trade advertising. Such consent shall not be unreasonably withheld.

ARTICLE 12

MEDIA TRADE

- 12.1 During each year of this Agreement, CONTRACTOR shall create a media bank in the amount of _____ (\$_____), which amount may be used by COUNTY to advertise in various forms of media, such as but not limited to, radio, television, print or electronic, to promote transit and transit related services. No unused portion of the media bank may be carried over from one contract year to the next. CONTRACTOR shall obtain advertising related goods and services from public, nonprofit, and civic organizations and various media outlets such as but not limited to, radio, television, print or electronic, in exchange for unsold advertising space on Eligible Vehicle Bus Fleet, at bus transfer stations, at future light rail stations and on future light rail vehicles, and other possible locations for those exchanging entities. All media bank transactions, including production charges, shall be calculated at CONTRACTOR's published rates and CONTRACTOR shall post and remove such media bank displays at no cost to COUNTY.
- 12.2 CONTRACTOR shall continually deduct the calculated amount of each media bank transaction from the media bank balance and provide the Contract Administrator with a statement of account on a quarterly basis. CONTRACTOR shall provide the Contract Administrator with prior notice of its intention to use media bank funds. The notice shall specify the exchanging entity, the type of media to be used, and the COUNTY promotional advertisement to be used. In the event COUNTY desires to promote a special event through the use of the media bank, COUNTY shall provide CONTRACTOR, no less than sixty (60) days in advance notice of the special event, indicating the promotional advertisement to be used.

ARTICLE 13

MISCELLANEOUS

13.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY; and, if a copyright is claimed, CONTRACTOR grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall

become the property of COUNTY and shall be delivered by CONTRACTOR to the Contract Administrator within seven (7) days of termination of this Agreement. CONTRACTOR shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

13.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent CONTRACTOR is a contractor acting on behalf of COUNTY pursuant to Section 119.0701, Florida Statutes, CONTRACTOR shall:

- 13.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the Services under this Agreement;
- 13.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 13.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 13.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of CONTRACTOR to comply with the provisions set forth in this Section shall constitute a default and breach of this Agreement and COUNTY shall enforce the default in accordance with the provisions set forth in Section 8.1. CONTRACTOR shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

13.3 AUDIT RIGHTS AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of CONTRACTOR and its Subcontractors that are related to this Agreement. CONTRACTOR and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Agreement. All books, records, and accounts of CONTRACTOR and its Subcontractors shall be kept in written form, or in a form capable of conversion

into written form within a reasonable time, and upon request to do so, CONTRACTOR or its Subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

CONTRACTOR 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 a minimum period of three (3) years after expiration or termination of this Agreement or until resolution of any audit findings, whichever is longer. COUNTY audits and inspections pursuant to this Section may be performed by any COUNTY representative (including any outside representative engaged by COUNTY). COUNTY reserves the right to conduct such audit or review at CONTRACTOR's place of business, if deemed appropriate by COUNTY, with seventy-two (72) hours' advance notice.

CONTRACTOR shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

13.4 PUBLIC ENTITY CRIME ACT

CONTRACTOR represents that it is familiar with the requirements and prohibitions under the Public Entity Crime Act, Section 287.133, Florida Statutes, and represents that its entry into this Agreement will not violate that Act. In addition to the foregoing, CONTRACTOR further represents that there has been no determination that it committed a "public entity crime" as defined by Section 287.133, Florida Statutes, and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list. Notwithstanding any provision in this Agreement to the contrary, if any representation stated in this paragraph is false, COUNTY shall have the right to immediately terminate this Agreement.

13.5 INDEPENDENT CONTRACTOR

CONTRACTOR is an independent contractor under this Agreement. In providing Services under this Agreement, neither nor its agents shall act as officers, employees, or agents of COUNTY. CONTRACTOR shall not have the right to bind COUNTY to any obligation not expressly undertaken by COUNTY under this Agreement.

13.6 THIRD PARTY BENEFICIARIES

Neither Party intends to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

13.7 NOTICES

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

FOR COUNTY:

Director
Broward County Transportation Department
One North University Drive, Suite 3100A
Plantation, Florida 33324

FOR: CONTRACTOR

13.8 ASSIGNMENT AND PERFORMANCE

Except for subcontracting approved in writing by COUNTY at the time of its execution of this Agreement or any written amendment hereto, neither this Agreement nor any right or interest herein may be assigned, transferred, subcontracted, or encumbered by CONTRACTOR without the prior written consent of COUNTY. If CONTRACTOR violates this provision, COUNTY shall have the right to immediately terminate this Agreement.

CONTRACTOR represents that each person who will render Services pursuant to this Agreement is duly qualified to perform such Services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her Services.

CONTRACTOR shall perform its duties, obligations, and Services under this Agreement in a skillful and respectable manner and that the quality of such Services shall equal or exceed prevailing industry standards for the provision of such Services.

13.9 CONFLICTS

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

None of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or CONTRACTOR is not a party, unless compelled by court process. Further, CONTRACTOR acknowledges that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

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

13.10 MATERIALITY AND WAIVER OF BREACH

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

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

13.11 COMPLIANCE WITH LAWS

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

13.12 SEVERABILITY

In the event any part of this Agreement is found to be unenforceable by any court of competent jurisdiction, that part shall be deemed severed from this Agreement and the balance of this Agreement shall remain in full force and effect..

13.13 JOINT PREPARATION

This Agreement has been jointly prepared by the Parties hereto, and shall not be construed more strictly against either Party.

13.14 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

13.15 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any document or exhibit attached hereto or referenced or incorporated herein and any provision of Articles 1 through 13 of this Agreement, the provisions contained in Articles 1 through 13 shall prevail and be given effect.

13.16 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. The exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claim arising from, related to, or in connection with this Agreement must be litigated in federal court, the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern

District of Florida. **BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

13.17 AMENDMENTS

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

13.18 PRIOR AGREEMENTS

This Agreement represents the final and complete understanding of the Parties regarding the subject matter hereof and supersedes all prior and contemporaneous negotiations regarding that subject matter. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document.

13.19 INCORPORATION BY REFERENCE

Any and all Recital clauses stated above are true and correct and are incorporated herein by reference. The attached Exhibits and RFP# V2112712P1 are incorporated into and made a part of this Agreement.

13.20 REPRESENTATION OF AUTHORITY

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

13.21 COUNTERPARTS AND MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, and may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and CONTRACTOR, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

_____ day of _____, 20____

Insurance requirements
approved by Broward County
Risk Management Division

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

By: _____
Name: _____
Title: _____

By _____
Angela J. Wallace,
Deputy County Attorney

AJW:
Transit Advertising Agreement Form
09/26/16

AGREEMENT BETWEEN BROWARD COUNTY AND CONTRACTOR FOR
TRANSIT ADVERTISING PROGRAM

CONTRACTOR:

WITNESSES:

By _____
_____, President

_____ day of _____, 20____

(SEAL)

EXHIBIT "A"

SCOPE OF SERVICES

A. OBLIGATIONS OF CONTRACTOR

1. CONTRACTOR shall develop COUNTY as an advertising franchise that returns an increasing amount of revenue based upon the value that advertiser receives. CONTRACTOR shall achieve this in part through aggressive sale of the available space by selling that space at market rates that significantly add to the revenue returned to both the CONTRACTOR and COUNTY.
2. CONTRACTOR shall advertise in and upon interior and exterior commercial advertising spaces on buses, a future light rail system, transit schedules and maps and advertising at Broward County transit facilities and other possible locations, subject to the terms and conditions herein. It shall be CONTRACTOR's responsibility to obtain any and all required permits and governmental approvals to ensure the advertisements conform to any and all applicable laws and regulations prior to the placement of any advertisements.
3. Sales Plan:
 - a. CONTRACTOR shall submit a detailed Sales Plan for COUNTY's review and approval within 60 days of Notice to Proceed. The Sales Plan shall be, at the least, similar to and of the quality provided in the CONTRACTOR's Technical Proposal. The Sales Plan must describe the CONTRACTOR's business sales strategies. The Sales Plan shall be focused to maximize revenues from CONTRACTOR's advertising franchises through achievement of a reasonable mix of national, regional and local sales that is customary and usual for the industry. International based sales may also be considered. The plan shall include sales strategies that CONTRACTOR will employ to sell advertising with the goal of achieving the maximum utilization of all space available for sale.
 - b. Throughout the duration of this Agreement, CONTRACTOR shall recognize the importance COUNTY places on national, regional and local sales activities for building a more robust BCT advertising franchise. CONTRACTOR must address the unique features of the Broward County market and take actions to ensure that sales will be maximized throughout BCT's service area. The Sales Plan shall respond to the different demographic, psychographic, and socioeconomic profiles of markets within BCT's service area and the Broward County Geographic Market footprint, and the special opportunities that these markets present. The Sales Plan shall detail efforts CONTRACTOR will make to win national, regional and local advertising buys. CONTRACTOR shall utilize creative sales strategies, but not at the expense of revenue. CONTRACTOR's Sales Plan shall demonstrate that it employs the best strategies to maximize revenues.

- c. The Sales Plan shall discuss the potential for opportunities such as cross promotions or merchandising with advertisers. The Sales Plan shall include information regarding how national sales will be handled. In particular, the Sales Plan shall provide information on who will bear primary responsibility for national sales. The Sales Plan shall identify staff responsible for national, regional, and local sales and the offices where these individuals will be located.
 - d. At no time will COUNTY allow for its advertising space to be subdivided or resold by any parties other than CONTRACTOR and its designated sales agents without the express written consent of COUNTY.
 - e. The Sales Plan shall explain the types of marketing/sales materials that will be developed to support the sales activity and any advertising or other forms of marketing, current internal research, primary, secondary or third party research, trade publications, and other vehicles employed to maximize revenue that will be used to influence media buyers, or other persons of decision-making capacity, to consider COUNTY advertising. CONTRACTOR's Sales Plan shall also include sales staff inside sales quotas, outside sales quotas, cold call solicitation quotas, revenue quotas, on both an individual and collective sales basis, as well as rationalization as to the quotas imposed and timing of review of said goals (i.e., weekly, monthly, quarterly).
 - f. The Sales Plan shall list all current proprietary, primary, secondary, or related third party research it currently subscribes and how it will be used to procure BCT advertising business. Any primary, secondary, or third party research, or otherwise that is to be obtained by CONTRACTOR should be listed separately.
 - g. CONTRACTOR shall disclose the cost of any current or procurement of any additional research it deems necessary only if it is being included in any BCT advertising rate plans.
4. Advertisements displayed under the terms of this Agreement shall comply with COUNTY advertising guidelines and regulations. COUNTY shall approve all advertising, exhibit material, announcements, or any other communications displayed or exhibited on its fleet, or it's owned, leased or managed property. No defamatory, libelous, slanderous, obscene, religious or political advertising is allowed, and final determination about such shall be at the sole discretion of COUNTY. Any communication that fails to meet COUNTY's standards as set forth in the Broward County Advantage Marketing Program, will not be accepted by CONTRACTOR for display on BCT fleet, or other inventory.
5. All of the Services required hereunder shall be performed by CONTRACTOR or under CONTRACTOR's supervision, and all personnel engaged in the work shall be fully qualified to perform such Services. All work performed by CONTRACTOR shall be at CONTRACTOR's sole cost and at no cost to COUNTY.

6. Available Space on Fleet and locations for ads

- a. Availability of exterior advertising space on dedicated buses, or any other advertising space may change during the period of this agreement for reasons including, but not limited to, the procurement of new buses, or other vehicles and the retiring of old buses, or other vehicles and the implementation of any new advertising opportunities as implemented and approved by BCT. In the event BCT increases or decrease the size of its transit advertising inventory through a reduction or increase in fleet size of more than twenty (20%), the CONTRACTOR and COUNTY will renegotiate the compensation terms of the agreement for all affected advertising elements.

b. **Types of BCT Buses Available for Advertising**

Bus Size	Number of Buses	Type of Advertising	Other notes
40 Foot	243	All	
42 Foot Breeze	17	Only tails	
60 Foot Articulated	43	Queen, king or tail only	
60 Foot Articulated	5	No external	Specific bus numbers will be determined at a later date. Internal placards
42 Foot	24	All	
New buses	TBD	TBD	

- c. All Express Buses and 5 Selected articulated buses are not available for external advertising. All buses that have space for internal advertising are eligible (express buses have no space)
- d. New vehicles added to the fleet, if deemed available for advertising, will be available 60 days after being put into service on BCT routes.
- e. No guarantees shall be made about route specific advertising.
- f. CONTRACTOR shall not self-promote on any BCT vehicle without express written consent from BCT.
- g. Potential trade agreements for space initiated by CONTRACTOR must be presented to BCT in writing review and approval on a case by case basis.
- h. CONTRACTOR cannot replace trade agreements with sold space.

7. CONTRACTOR shall use all reasonable efforts to sell available advertising space in and upon the interior and exterior commercial advertising spaces on buses, a future light rail system, transit schedules and maps and advertising at Broward County transit facilities and other possible locations. It is the intent of the Parties that there shall be no unfilled advertising spaces; however, it is recognized by the Parties, that CONTRACTOR may not at all times during the period of the Agreement be able to sell all available advertising space to commercial or retail concerns. In the event that there is unsold advertising space, CONTRACTOR is permitted to display, in any unsold space, not being used by COUNTY, advertisements, permitted by COUNTY's Advertising Policies, for events or promotions associated or affiliated with any Broward County organization or national nonprofit tax exempt organization on a reduced fee or free basis, as outlined below:
- a. Available advertising space may be offered on a reduced fee basis (not greater than fifty [50%] of the retail cost as shown on the Rate Card in place at the time for the advertising space).
 - b. If a non-profit organization or sponsoring entity approaches CONTRACTOR or COUNTY for free space and COUNTY desires to support the promotion, CONTRACTOR and COUNTY shall jointly review the request. Guidelines on non-trading or free arrangements shall be provided by Contract Administrator. The guidelines shall not alter the ability of CONTRACTOR or COUNTY to develop partnerships in which there is a trade agreement. If space is available and COUNTY elects to support the promotion, the request shall be approved by COUNTY and a Broward County logo shall appear in the advertisement as a supporting partner. Donation of free space for COUNTY- approved promotions shall be limited solely to Public Service Advertisements. Political advertising initiatives shall not be permitted. Donation of free space does not include the cost of furnishing the display materials, installing, repairing or replacing the advertisement, which costs shall be paid by the non-profit organization or sponsoring entity requesting the free space.
8. CONTRACTOR's representatives and employees shall inspect, install, remove and service advertising at such times that do not interfere with COUNTY's transit operations, and shall perform all such activities on COUNTY maintenance facilities between the hours of 10:00 p.m. and 5:00 a.m., Monday through Friday. Other times may be coordinated by CONTRACTOR in the sole discretion of COUNTY. Access to transit facilities and buses or scheduled availability of specific vehicles shall be coordinated with the respective Superintendent of Maintenance:

COPANS MAINTENANCE FACILITY:
3201 West Copans Road
Pompano Beach, Florida
Telephone: (954) 357-8444

RAVENSWOOD MAINTENANCE FACILITY:
5440 Ravenswood Road
Fort Lauderdale, Florida
Telephone: (954) 357-7718

CONTRACTOR shall be responsible for all clean up following the installation or removal of advertising frame racks and/or advertising material. Debris and trash resulting from the installation or removal of advertising frame racks and/or advertising materials may be disposed of in designated disposal/dumpster located on the COUNTY maintenance facilities; provided, however if CONTRACTOR's installation or removal activities result in an overflow of debris and trash at the disposal location or dumpster, the CONTRACTOR shall remove the debris from the COUNTY maintenance facilities at its sole cost and expense.

9. COUNTY reserves the right to approve all proposed advertising to ensure that the advertisements placed pursuant to this Agreement are in compliance with COUNTY's Advertising Policies and are displayed in a safe, satisfactory, and professional manner, and do not detract from or impair the public image and reputation of COUNTY. Advertisements objectionable to COUNTY shall, at the request of COUNTY, be immediately removed at CONTRACTOR's sole cost and expense. For the purposes of this paragraph, "immediately" shall mean within 24 hours of verbal notice to CONTRACTOR by the Contract Administrator. In the event CONTRACTOR fails to remove the objectionable advertisement immediately, COUNTY may remove it or cause it to be removed, and store or dispose of the advertisement in the manner it deems appropriate in its sole discretion. CONTRACTOR shall reimburse COUNTY for all costs of removal, storage and/or disposal of the advertisement. COUNTY shall not be liable or responsible for any damages of whatsoever kind or nature to the advertisement resulting from the removal, storage, or disposal of the advertisement.
10. No advertisement shall suggest endorsement by, or association with, COUNTY, unless specifically authorized by COUNTY in writing. COUNTY may require the addition or inclusion of the words "This is a paid advertisement," or "A paid advertisement," to be added to any to any advertising message or advertisements that, in the sole opinion of COUNTY, might be considered an endorsement or an association.
11. CONTRACTOR shall not place any advertising racks or advertising materials that create a situation that violates any laws or is hazardous to the health or safety of bus operators, patrons, or the general public. CONTRACTOR shall not place any advertising racks or advertising materials that restricts or impedes visibility from within or otherwise interfere with the safe and efficient operation of the transit service. Exterior advertising shall not obfuscate the view or conflict with COUNTY or Broward County Transit logos or identifying labels, bus or route numbering, safety warnings, or any sign or label required under the Americans with Disabilities

Act of 1990. COUNTY shall at all times retain the right to review and approve the advertisement installed hereunder. The right to review and approve shall include, but not be limited to, type, number and placement.

12. CONTRACTOR shall be solely responsible for, and shall reimburse COUNTY, any and all costs /or expense relating to the correction of any damage to the paint or finish of any COUNTY bus or other COUNTY property resulting from the installation, production or removal of advertising displays by CONTRACTOR. CONTRACTOR shall reimburse COUNTY at the industry standard rate of Ninety Five Dollars (\$95.00) per hour. In the event paint damage is covered by current advertising, the repair of the paint damage may be deferred, at COUNTY's sole option, until either advertising material is not available or is not applied.
13. CONTRACTOR acknowledges that COUNTY shall not be responsible for damage to any of CONTRACTOR's advertising frame racks or advertising material in the event of damage from any cause of whatever kind or nature. In the event that CONTRACTOR's advertising frame racks or advertising material shall become damaged, it shall be CONTRACTOR's responsibility at its sole cost and expense to restore or replace advertising frame racks and/or advertising material within two (2) weeks of receiving notice from COUNTY.
14. In the event that the COUNTY determines it is necessary to remove advertising frame racks or advertising material in order to perform repairs or routine maintenance on any bus, CONTRATOR shall restore or replace, at its sole cost and expense, as quickly as possible, but no later than fourteen (14) days from receiving notice from the COUNTY.
15. CONTRACTOR shall accept the assignment and transfer of all advertising contracts and their conditions and obligations arising from the Agreement between Broward County and Direct Media, Inc. The advertising agreements as of April 30, 2016 are [insert list of existing advertising agreements]. Payments from advertisers should be forwarded to COUNTY. CONTRACTOR shall pay to Direct Media, Inc. for a period that shall not exceed twelve months following the assignment, twenty percent (20%) of the gross income plus all unamortized production charges arising from the assigned and transferred advertising contracts that extend beyond [insert date];; provided, however, that Direct Media's obligation to pay CONTRACTOR shall not include any extension or renewals of the terms of any assigned or transferred advertising contract.
16. At the end of the Agreement, CONTRACTOR shall immediately transfer all existing advertising contracts to COUNTY or its designee. CONTRACTOR will be entitled to the payment of a twenty percent (20%) commission of the gross amount collected from such contracts for a period of six (6) months. For this purpose the CONTRACTOR shall not enter into any contract with advertisers, which extends for more than a 12 month period without the express written permission of COUNTY. No payment shall be made to CONTRACTOR if the advertising contract

is terminated early.

B. COUNTY's RIGHTS AND OBLIGATIONS

1. COUNTY shall provide CONTRACTOR bus and other applicable vehicle route assignment and schedule information which identifies buses by unit number or vehicle assignments. This data shall include buses or other vehicles available for the program, and buses or other vehicles under current contract with advertisers. Sole discretion of bus, or vehicle assignments shall remain with BCT.
2. COUNTY shall allow duly authorized and properly identified representatives or employees of CONTRACTOR to enter, at times acceptable to COUNTY in its sole discretion, upon COUNTY Transit Division property for the purpose of inspecting, installing and servicing advertising frame racks and/or advertising material.
3. COUNTY shall not permit advertising in and upon interior and exterior commercial advertising spaces on buses, a future light rail system, transit schedules and maps, transit facilities, or other designated locations that compete with CONTRACTOR during the term of this Agreement.
4. COUNTY may use unsold space in or upon its buses, at any time, for the purpose of promoting its own business, alone or in conjunction with other businesses or entities. CONTRACTOR shall not be responsible for furnishing display materials used under this provision; however, CONTRACTOR shall install and remove the display materials at no cost to COUNTY.
5. COUNTY retains the right to a minimum of six (6) spaces (11 inches by 28 inches) each on the interior display racks of each bus for the promotion of COUNTY transit ridership or other transit programs. COUNTY shall provide or cause to be provided the display materials to CONTRACTOR and CONTRACTOR shall install and remove the display materials at no cost to COUNTY.

EXHIBIT "B"

Insurance Requirement

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	Limits on Liability		
		Each Occurrence	Aggregate
GENERAL LIABILITY - Broad form <input checked="" type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Premises-Operations <input type="checkbox"/> XCU Explosion/Collapse/Underground <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Broad Form Property Damage <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury	Bodily Injury		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	\$ 2 mil
	Personal Injury		
AUTO LIABILITY* <input checked="" type="checkbox"/> Comprehensive Form <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Any Auto If applicable <i>*IF THERE IS NO USE OF AN AUTO IN PERFORMANCE OF SERVICES, THIS REQUIREMENT IS WAIVED.</i>	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Bodily Injury and Property Damage Combined	\$ 1 mil	
EXCESS LIABILITY <input type="checkbox"/> Umbrella Form <input type="checkbox"/> Other than Umbrella Form	Bodily Injury and Property Damage Combined	\$	
<input checked="" type="checkbox"/> WORKER'S COMPENSATION	(each accident)	STATUTORY	
<input checked="" type="checkbox"/> EMPLOYER'S LIABILITY		\$ 1 mil	
<input checked="" type="checkbox"/> PROFESSIONAL LIABILITY	Claims-made form w/ Extended Reporting Period of 3 yr. Deductible not to exceed: \$250k		\$ 1 mil
<input type="checkbox"/> PROPERTY COVERAGE /BUILDER'S RISK "ALL RISK" WITH WIND AND FLOOD Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
<input type="checkbox"/> Installation floater is required if Builder's Risk or Property are not carried. Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		Completed Value
Description of Operations/Locations/Vehicles "Broward County" is listed as an additional insured for commercial general liability and business automobile policies. "Waiver of subrogation" in favor of Certificate Holder applies to general liability, automobile liability, and workers compensation." Indicate Bid#, RLI, RFP, and Project Manager on COI. REFERENCE: Transit Advertising Program - BCT			

CANCELLATION: Thirty (30) days written notice of cancellation is required to the Certificate Holder:

Certificate Holder:
 Broward County
 115 South Andrews Avenue
 Fort Lauderdale, FL 33301
 Attn: BCT

Elizabeth Plaska

ELIZABETH PLASKA
 dc=cty, dc=broward, dc=bc,
 ou=Organization, ou=BCC, ou=RM,
 ou=Users, cn=ELIZABETH PLASKA
 2016.09.23 15:34:10 -04'00'

Risk Management Division

EXHIBIT "C"

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS

RLI/Bid/Contract No. _____

Project Title _____

The undersigned CONTRACTOR hereby swears under penalty of perjury that:

1. CONTRACTOR has paid all Subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 2.3 of the Agreement, except as provided in paragraph 2 below.
2. The following Subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or
suppliers name
and address

Date of disputed
invoice

Amount in
dispute

3. The undersigned is authorized to execute this Certification on behalf of CONTRACTOR.

Dated _____, 20____

CONTRACTOR

By _____
(Signature)

By _____
(Name and Title)

CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS
(Continued)

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by _____ who is personally known to me or who has produced _____ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this _____ day of _____, 20__.

(NOTARY SEAL)

(Signature of person taking acknowledgment)

(Name of officer taking acknowledgment)
typed, printed or stamped

(Title or rank)

My commission expires:

(Serial number, if any)

EXHIBIT “D”
FTA FUNDING SUPPLEMENT