Application Checklist

The following information must be included in the final JARC or New Freedom application packet to be considered complete. Incomplete applications will be disqualified after the application deadline has passed. Six (6) copies of the application must be submitted on 8 ½ x 11 inch paper and bounded with a paper clip or black binder clip and in electronic format on a CD. Failure to provide either will disqualify project from consideration.

ALL PROJECT APPLICATIONS MUST BE RECEIVED AT THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY OFFICE BY SEPTEMBER 9, 2011 AT 12:00 NOON EST.

- [x] Signed Application Checklist
- [x] Section 1: Summary of Application
- [x] Section 2: Project Information
- [x] Section 3: Additional Information - Operating Projects Only
- [ ] Section 4: Additional Information - Capital/Mobility Management Projects Only
- [x] Section 5: Summary of Project Cost
- [x] Section 6: Letters of Support
- [x] Exhibit A1: Governing Board Resolution and Local Match Certification
- [ ] Exhibit A2: Local Match Certification (To be filled by entities without a Governing Board)
- [ ] Exhibit B: Public Hearing
- [x] Exhibit C: Single Audit Act
- [ ] Exhibit C-1: Certification of Exemption
- [x] Exhibit D: Federal Certification and Assurances
- [ ] Exhibit E: Disadvantaged Business Enterprise Program

Name: Mark Antonio, City Manager
(Individual authorized to execute contracts with South Florida Regional Transportation Authority)

Signature: _____

Date: 9/8/11

Approved as to Form
and Sufficiency

Interim Atty Edward Dion
City Attorney 8/25/11

SECTION 1: SUMMARY OF APPLICATION

Application Type

Please indicate whether this is a JARC or New Freedom Application. CHECK ONLY ONE PROGRAM. If both Program boxes below are checked, the application may be deemed ineligible.

☒ Section 5316 – Job Access and Reverse Commute (JARC)
☐ Section 5317 – New Freedom

Applicant Name and Contact Information

Name of Applicant	City of Hallandale Beach
Contact Person	Mary Francis Jeannot
Address	630 NW 2nd Street, Hallandale Beach, FL 33009
Email	mjeannot@cohb.org
Phone Number	954-457-1608

Organization Type

☒ Local Government Authority
☐ Private Non-Profit Organization *(please attach IRS 501(c)(3) documentation of non-profit status)*
☐ Public Operator of Public Transportation Services
☐ Private Operator of Public Transportation Services

Partnering Organization and Contact Information (Indicate N/A if not applicable)

Partnering Organization	N/A
Contact Person	
Address	
Email	
Phone Number	

Project Type (place an X in the appropriate box)

Capital Only	
Operating Only	X
Capital & Operating	
Mobility Management/Coordinated Planning	

Project Information

Project Name	City of Hallandale Beach Community Bus System
Service Area	Hallandale Beach, Hollywood and Aventura
Start Date	System is Currently Operating
Total Project Cost	$726,060.00
JARC/NF Funding Requested	$363,030.00
Number of Years for Which Funding Requested	2
Total Local Match	$363,303.00

IMPORTANT: Cost information provided in the above table will be used when the projects are evaluated and funding is requested for successful projects from FTA.

To the best of my knowledge, all information in this application is true and accurate. The document has been duly authorized by the governing body or authorized representative of the applicant and the applicant will comply with any certifications and assurances if the fund is awarded.

Signature of Authorized Representative	
Printed Name of Authorized Representative	Mark, Antonio, City Manager
Date	

Approved as to Form and Sufficiency 8/25/11
Interim Atty Edward Dion

SECTION 2: PROJECT INFORMATION

1) Project Title: City of Hallandale Beach Community Bus System

2) Provide a description of the project. If the project has multiple elements (i.e., operating, mobility management, capital), please include a description of how these elements relate to each other. For all services, please include anticipated hours of operation by day of week. Also, specify what populations the project will serve and how will the project be marketed to those populations. In addition, cite any market studies conducted and the corresponding recommendations that contributed to the development and/or service design of the project.

The City started offering the community transportation service over fifteen years ago. At its inception it was a trolley service. At that time, there were two routes that only serviced areas in the City east of Federal Highway. A community survey in 2004 eventually led to the addition of a third route to service the western portion of the City. From its modest beginning, this service now offers three minibus routes that cover the entire City and extends to Aventura Hospital, Tri-Rail and the Memorial Health Care Center on Pembroke Road. Hours of operation have also been exteded from 8 hours to 12 hours per day. The routes run Monday thru Saturday from 7:00 am to 7:00 pm. These routes sevice the residents of the City in general however the target populations are the elderly and the low income residents. The City of Hallandale Beach Community Bus System is advertized on the City's website, in the local newspaper - the Sun Times and in the City's community newsletter - Hallandale Happenings. In addition, the colorful wrapping of the minibus, with the city's signature beach ball water tower, serves also as advertising (See Attchement A).

If the project will serve others in addition to the target population, specify how you will assure that the target population will be given priority on all project activities and how the availability of service to the target population will not be compromised by the provision of services to those other than the target population.

For over 10 years, the community bus service charged a fare. However, in order to give priority to the target population, the fare was eliminated in June 2005. Since this change occurred the system has experienced an increase in ridership in the target population. By maintaining the routes in their current general locations, the City is confident that the target population will continue to be benficiary of this important service.

3) Describe the geographic boundaries of the project. Applicants must attach a map (8.5 x 11) depicting the project boundaries.

The geographic boudaries of the project coincide with the boudaries of the city: I-95 to the west; County Line Road to the south; Pembroke Road to the north; and Ocean Drive to the east (See Attchment B). However two of the routes travel outside of city limits. Route 2 crosses County Line Road to service Aventura Hospital. Route 3 crosses Pembroke Road and I-95 to service the Hollywood Tri-Rail and the Pembroke Road Memorial Primary Care Center.

4) Provide the total estimated population of the project service area.

The estimated population for the City of Hallandale Beach, the main project service area, is 34,504 according to 2010 SkinnyZip report (Attachment C).

5) Specify which elements your project includes (check all that apply). For a detailed list of eligible projects, please refer to Appendix B: JARC and NF Eligible Projects.
- ☐ Capital (80% Federal / 20% Local Match)
- ☒ Operating (50% Federal / 50% Local Match)
- ☐ Mobility Management / Planning (80% Federal / 20% Local Match)

6) Specify the type of project.
- ☐ Continuation of an Existing JARC/NF Project
- ☐ Expansion of an Existing Project not previously funded through JARC/NF
- ☒ Existing fixed route service not previously funded through JARC
- ☐ New Project

7) Estimate the number of low-income population and individuals with disabilities that will be served by the project and provide an explanation as to how the estimate was determined.

According to 2010 SkinnyZip report 39.7% of the population or 13,698 is age 60 or over, and 18.2% or 6,280 of the population is below the poverty line. These figures are derived using the 2010 census and the current population.

8) Please specify what unmet needs this project is designed to meet and how those unmet needs were identified.

This project was established to serve the need of commuters who travel short distance within the City, but who leave in areas not served by the County bus system; and to allow residents direct access to some critical facilities such as the Aventura Hospital and the Memorial Primary Care Center on Pembroke Road. These routes also provide services to major

locations throughout the city such as scholls, supermarkets, malls, gaming centers, banks, parks, Post Office, Library, and City Hall. These routes take the residents to their places of employment or recreation and to run their errands. Over the years the City has consistently gauged the public's opinion in order to improve this service. This resulted in the City expanding and/or adding routes. The riders welcomed the expansion to Aventura Hospital, which allowed the City to respond to the needs of many of the senior riders who patron this medical facility. The addition of Route 3 responded to the need to service areas west of Federal Highway. This route was further expanded to go to the Tri-Rail station in and the Memorial Medical Center in Hollywood. The residents of the City have expressed their appreciation for this service as it provides access to another mode of transportation (i.e. the train) which expands the reach of the community bus service.

9) Please explain how this project will address the unmet needs identified in question 8.

The routes were designed to travel within several residential areas of the City thus allowing the residents to have access to public transportation. The residents are able to acces local shopping malls, businesses, healthcare facilities and entertainement establishments. The community buses also allow these residents to have access to other transportation system (i.e. the county buses and the Tri-Rail) and to key locations outside of City limits (i.e. hospitals and clinics).

10) Explain how this project will utilize or coordinate with existing public transportation providers. This should include a discussion of anticipated formal agreements, arrangements to coordinate services, joint funding initiatives, the pooling of resources and any other coordination efforts planned or already initiated.

Currently Route 3 makes 12 stops at the Hollywood Tri-Rail station and connects with six of Broward County's routes (Routes 1, 4, 5, 6, 28 and US-1 Breeze). This route is also partially funded (38%) by the Broward County. The City entered into an Interlocal Agreement with Broward County in September of 2007. This agreement was renewed in September in 2009 and will terminate in September of 2012.

Route 2 makes 12 stops a Aventura Hospital were it connects with the Aventura's community bus the Blue Express Route. Route no. 1 connects with six Broward County's routes (1, 4, 5, 28 and US1 Breeze).

The City of Sunny Isles 'Blue Line' community bus connects with the City of Hallandale Beach's Route 1 at the Beach Fire Station. The City of Hallandale is currently in discussion with the City of Hollywood to also establish a connection at that location.

11) Explain how this project will utilize or coordinate with human service agency providers and/or other private non-profit/for-profit operators. This should include a discussion of anticipated formal agreements, arrangements to coordinate services, joint funding initiatives or the pooling of resources and any other coordination efforts planned or already initiated.

The City has entered into an Interlocal Agreement with Broward County for financial assistance for Route 3. The county has committed to partially fund this route in the amount of $46,350 annually. This agreement will expire September 30, 2012.

The City's development order conditions with Gulfstream contains a 'Transit/Transportation Demand Management (TMD) Program' element, which requires the developer to provide shuttle service to and from the nearest Tri-Rail stations north and south of the site in a manner that is consistent with encouraging transit usage and reasonably usable by employees. (See Attachement D - Exhibit 2 of the Ordinance adopting the Development Order)

City staff has been in discussion with the South Florida Reginal Transportation Authority (RTA) on the possibility of future funding partnership between the City and RTA. Currently the City's Community Bus route is identified at the Tri-Rail Station and RTA staff is working at incoroporating information about the City's community bus system in their maps and literatures.

12) Please provide the number of months needed upon receipt of award to begin providing services to the project's target population. If your service is dependent upon the purchase of vehicles, use the vehicle anticipated delivery date as your starting point to determine the number of months needed to begin initiation of service.

The services are already existing and currently operational.

13) How will the project be monitored and evaluated on an ongoing basis? What criteria will be used to establish the success of the project?

The success of the program is mainly based on the ridership. Broward County has established a minimum ridership of 10 passengers per hour in order to consider a project for funding . Route 1 averages 15 passengers/hour; Route 2 averages 14 passengers/hour and Route 3 averages 10 passengers/hour. The ridership and feedback from the riders is also used to gauge the success of the project. Based on the most recent survey conducted, 74% of the rider rated customer service to be friendly and helpful; and 79% of the riders rated the drivers to be friendly and helpful.

Please note that the FTA requires that the following measures be reported on by program:
JARC

- *Actual or estimated number of jobs that can be accessed as a result of geographic or temporal coverage of JARC projects implemented in the current reporting year.*
- *Actual or estimated number of rides (as measured by one-way trips) provided as a result of the JARC projects implemented in the current reporting year.*

New Freedom

- *Services provided that impact availability of transportation services for individuals with disabilities as a result of the New Freedom projects implemented in the current reporting year. Examples include geographic coverage, service quality and/or service times.*
- *Additions or changes to environmental infrastructure (e.g., transportation facilities, sidewalks, etc), technology, vehicles that impact availability of transportation services as a result of the New Freedom projects implemented in the current reporting year.*
- *Actual or estimated number of rides (as measured by one-way trips) provided for individuals with disabilities as a result of New Freedom projects implemented in the current reporting year.*

14) Does your organization or agency provide similar services to the project you are seeking to fund?

The City's Human Services Department provides transportation services geered specifically to milddle school children who participate in the city's afterschool program. This service is contracted out to a transportation company - A1A Transportation. The Human Services Department also owns several vehicles that are used to transport the elderly who participate in the city's senior programs. The program is funded by a state grant from the Department of Elderly Affairs - Area Agency on Aging.

15) Does your organization have experience in administering federal grants?

The City of Hallandale Beach has been awarded and has successfully adminstered the following grants.

- Severe Repetitive Loss Grant - Emergency Management Division
- Three Islands Median Improvements - Florida Department of Transportation
- Hazard Mitigation Grant Program - Emergency Management Division
- Emergency Management Program Assistance - Department of Community Affairs - Public
- Transit Route - Florida Department of Transportation
- Energy Efficiency Conservation Block Grant
- ARRA Grant - West Hallandale Beach Boulevard Crosswalk Improvements

SECTION 3: ADDITIONAL INFORMATION OF OPERATING PROJECTS

Questions 16 - 24 apply to projects that include an operations element. If your project does not include an operations element, please skip to question 25.

16) Indicate the proposed operator of the service.
- ☐ Applicant will operate service
- ☒ Service will be contracted out (if service is contracted out, please explain how an operator will be selected or if already known, please identify the operator).

The operator that is currently providing the service is Tectrans - Limousines of South Florida.

17) If the proposed project is the continuation of an existing JARC/NF funded project, is the project currently meeting its main objectives including serving target population ridership projections?

N/A

18) If the proposed project is an expansion of an existing project, explain how the expanded project will differ from the current service with respect to service coverage area, hours of service, trip purpose, or level of service. For instance, will reservations requirements be less restrictive allowing same-day reservations instead of requiring reservations 24 hours in advance?

N/A

19) Explain how the project you are seeking funding for differs from other services in the area with respect to service coverage area, hours of service, trip purpose, or level of service. For instance, will reservation requirements be less restrictive allowing same-day reservations instead of requiring reservations 24 hours in advance?

The community bus service differs from the county's it specifically services more residential areas. Being a community bus system, the riders are afforded a more personable experience. Furthermore, it focuses on local communities, schools, attractions and places of interests.

20) Explain what connections the project provides to key destinations and activity centers, particularly those destinations that present opportunities for employment assistance or employment. Be as specific as possible in identifying significant destinations.

All three routes were designed to transport the riders to the following key destinations: shopping centers (Winn Dixie, Publix, Diplomat Mall, Fashion Row), city parks (Bluesten, O.B. Johnson, Ingalls Parks), gaming centers (Mardi Gras and Gulfstream). All these locations also present opportunities for employment. (see attached map). Furthermore, the routes access residential areas, enabling transportation to and from residences to places of employment. The routes also provide access City facilities such as City Hall and the Community Center.

21) Explain how this project provides access to other transportation services that go beyond the project's proposed geographic boundary.

Route 2 crosses County Line Road to service Aventura Hospital. Route 3 crosses Pembroke Road and I-95 to service the Hollywood Tri-Rail and the Pembroke Road Memorial Primary Care Center in Hollywood. The Sunny Isles 'Blue Line' connects with Route 1 at the Beach Fire Station on Ocean Drive in Hallandale Beach. Furthermore, at least one of the community bus routes connects to one of the following seven Broward County's routes: 1, 4, 5, 6, 28 and US1 Breeze). These extensions and connections provide the riders access to go beyond the project's proposed geographic boundary.

22) Please provide the projected ridership in the table below.

PROJECTED RIDERSHIP (12-month period)

Program	Target Population	Current Ridership (one-way trips)	Projected Ridership (one-way trips)
JARC	Low Income/Welfare	29733	33450
New Freedom	Individuals with Disabilities		
	Other	133637	150344
	TOTAL	163370	183791

Explain how the ridership and cost estimates were determined.

This service is currently operating, therefore the current ridership is the actual figures recorded for the 12 months period of the fiscal year 2009-2010. The projected figure is based on an anticipated increase in ridership of 4.6% as experienced between 2008 and 2010. The cost estimate is based on the actual operating cost for fiscal year 2010-2011. The low income/welfare ridership number represents 18.2% of the total ridership. This percentage is based on the 2010 census which reports 18.2% of the population of the City of Hallandale Beach as being below poverty line.

23) Please provide operating funding request in the table below.

OPERATING FUNDING REQUEST (50%/50% Match Required)

	12-month period	24-month period (maximum allowable)
Total Operating Cost (all eligible operating costs)	$363030	$726060
Less Project Revenues (Fare box)	$(0)	$(0)
Net Project Cost	$363030	$726060
Local Share Requirement (50% of Net Project Cost)	$181515	$363060
Request for Operating Funding	$181515	$363030

If the funding request is for any other duration, clearly state the project duration,

Provide supplementary budget sheets to illustrate how the total operating cost was derived. If funding is sought for multiple routes, cost estimates must be provided for individual routes. Failure to provide necessary details to justify the project cost may result in rejection of the application.

If the funding request is for expanding an existing service that currently does not receive JARC/NF funding; only the expansion portion of the project is eligible for JARC/NF funding consideration.

24) Based on the projected ridership and operating cost, estimate the cost per one-way trip.

The operating cost is $363,030 (See Attachment E). Projected one-way trips is 183,791. The cost per one-way trip is estimated at $1.97.

SECTION 5: SUMMARY OF PROJECT COST

Questions 29-31 apply to all projects.

29) Provide the requested information in the following table for the year you are requesting funds. If you are using Toll Credits as match for an allowable activity, please indicate "Toll Credit" in the appropriate box and have the Federal share reflect 100% of the net project cost. Transfer the information from questions 23, 25, and 27 as appropriate for the funding request. If a request is for less than 12 months please note the funding period in terms of months.

TOTAL FUNDING REQUEST

Eligible Project Activities		Year 1Request			Year 2 Request		
		Federal Funding	Local Match	Total Net Cost	Federal Funding	Local Match	Total Net Cost
Operating - 50% Match Required	Operation of Buses	$180765	$180765	$361530	$361530	$361530	$723060
	Printing and Signs	$750	$750	$1500	$1500	$1500	$3000
Capital - 20% Match Required		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
		$	$	$	$	$	$
Mobility Management / Planning - 20% Match Required		$	$	$	$	$	$
TOTAL		$181515	$181515	$363030	$363030	$363030	$726060

30) Indicate the source of local match for each year that funding is requested. If local match funds are being derived from an existing grant, please attach a copy of the grant agreement/contract or supporting documentation.

The project's funding comes from the following sources:
- Community Redevelopment (CRA) Fund (Attachement F)
- Transportation Fund (Attachement F)
- Broward County Transit Grant (Attachement F)

31) Is there a commitment of funds beyond the requested grant period? ☒ Yes ☐ No
If yes, please explain the nature of the commitment.
If no, please explain the steps you will take to attain sustainability.

The project has been funded yearly for the past 5 years. The City Commission is commited to continue fully funding this service beyond the grant period.

SECTION 6: LETTERS OF SUPPORT

Letters of Support

All letters of support must be submitted with the application. Letters should indicate the nature of support (financial, participation, coordination, etc.).

Indicate if letters of support are included. ☒ Yes ☐ No

CITY OF HALLANDALE BEACH
COMMUNITY REDEVELOPMENT AGENCY

August 9, 2011

Hector D. Castro, P.E., Director
City of Hallandale Beach
Department of Public Works, Utilities and Engineering
630 NW 2 Street
Hallandale Beach, FL 33009

RE: Support for City of Hallandale Community Bus System
Job Access Reverse Commute (JARC) Grant Application

Dear Mr. Castro:

On behalf of our organization and the Community Redevelopment Agency, we want to acknowledge our support and endorsement to the City of Hallandale Beach Public Works, Utilities and Engineering Department's efforts in their quest for additional funding from the South Florida Regional Transportation Authority ("SFRTA"), through the Job Access Reverse Commute ("JARC") grant program, to operate the City's Community Bus System.

The above mentioned program is in keeping with the City of Hallandale Beach Community Redevelopment Plan, providing provisions for the prevention of the spread of blight into areas of the city which are free from blight through diligent enforcement of housing, zoning, and occupancy controls and standards; the rehabilitation or conservation of slum and blighted areas or portions thereof by re-planning, more specifically, removing congestion.

The CRA is also tasks with leveraging Federal funding with local taxing dollars as a vehicle for the elimination of blighting conditions and/or influences. We believe your search for funding to continue running the city's community bus system is a worthy effort that will assure our residents continue to enjoy a valuable and needed service.

Please accept this letter as our expression of full support of this application for grant funding.

Sincerely,

Dr. Alvin B. Jackson, Jr.
Community Redevelopment Agency (CRA) Director

Hallandale Beach
Area Chamber of Commerce

August 10, 2011

Hector D. Castro, P.E., Director
Public Works, Utilities and Engineering Department
630 NW 2nd Street
Hallandale Beach, FL 33009

Dear Mr. Castro:

As the Executive Director of the City of Hallandale Beach Chamber of Commerce and on behalf of the board members, I support the City's grant application for the Job Access Reverse Commute (JARC) program to supplement the funding of the Community Bus System.

It is encouraging to see that the City is taking a pro active approach by seeking funding for such a valuable service. This system gets employees to their place of employment, students to their schools and the elderly to healthcare providers. The Chamber of Commerce applauds all efforts that will fuel the economy of the City by allowing access to businesses. The free Community Bus System makes it possible for all to commute within and beyond city limits; this opens access to patrons in the city and from neighboring cities to support local businesses and further contribute to our economic sustainability.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Patricia Genetti
Executive Director
Hallandale Beach Chamber of Commerce

Hallandale Beach Area Chamber of Commerce
400 S. Federal Highway #192, Hallandale Beach FL 33009
Ph (954) 454-0541 ~ Fax (954) 454-0930 patricia@hallandalebeachchamber.com

Eagle's Wings Development Center
We are here to help you succeed!

Administrative Office:
416 NW 4th Avenue
Hallandale Beach Fl 33009
Tel: (954) 457-9292
Fax: (954) 457-9296
Email: ewdchbfl@aol.com

August 10, 2011

Hector D. Castro, P.E. Director
Department of Public Works, Utilities and Engineering
City of Hallandale Beach, Florida
630 NW 2nd Street
Hallandale Beach, Fl 33009

Ref: Job Access Reverse Commute (JARC) Grant

Dear Mr. Castro:

This letter serves to support the supplementing of the City of Hallandale Beach, Florida's efforts in securing funding for City's Community Bus System project which serves the resident of the Palms of Hallandale.

Eagle's Wings Development Center understands the need to endorse this grant application as it will assist the community we serve, work and reside in. Every day, residents of the Palms use the community bus as their sole mode of transportation. This service allows the residents to access a variety of businesses, parks, schools, medical facilities and entertainment establishments.

Eagle's Wings Development Center's programs portfolio includes a comprehensive approach to community development through the use of job creation coupled with a broad range of economic improvement plans for the targeted geographic areas. The basic argument is that lack of skills and training can be a major barrier to the revitalization of neighborhoods that are suffering from poverty, through unemployment, and various other social and health dysfunctions. Eagle's Wings solution is to provide ongoing training and education along with supportive services for the unemployed and the under-employed. We do this by assisting the disadvantaged residents in the Palms of Hallandale Beach area with attaining and retaining employment through basic life-skills training, employability skills training, individual career planning, specific vocational training and the development of appropriate jobs within the community. Having a community bus system that services our residents is a valuable asset. It is at times the only means of transportation for our residents to get to and from their place of employment. This system also comes out very handy for those who are job hunting.

If Eagle's Wings could be of further assistance please let me know. I can be reach at (954) 457-9292 or email: hicks-shaundra@yahoo.com.

Yours truly,

Shaundra Hicks
Interim President & CEO

CITY OF HALLANDALE BEACH
Public Transportation/Flood Mitigation Board

Lawrence Grimson
Chairperson

Joe Sher
Vice Chairperson

Patricia Brennan
Board Member

Bonnie Gusky
Board Member

Shaundra Hicks
Board Member

Aileen Hochwert
Board Member

Mark Sadolf
Board Member

******

Earl S. King
Public Works, Utilities and Engineering Dept.
City Liaison

August 10, 2011

Lawrence Grimson
400 Leslie Drive
Hallandale Beach, FL 33009

RE: City of Hallandale Beach Community Bus System –
Job Access Reverse Commute (JARC) Grant Application

To Whom It May Concern:

As the Chairperson of the City of Hallandale Beach Public Transportation/Flood Mitigation Board, on behalf of the board members, and in keeping with the board's discussions on July 26, 2011, I would like to affirm the board's support for the Community Bus System project to service residents of the City of Hallandale Beach.

The Community Bus System is an asset to the residents of Hallandale Beach as a whole and to the elderly and disadvantage residents in particular. This system has constituted the lifeline for many who use it as their primary means of transportation. This service assists those commuting to and from work, those searching for jobs, and many others. It is a way to keep the members of our community active and involved.

Please include this letter of support with your grant application. Should you have any questions, please do not hesitate to contact me.

Sincerely,

CITY OF HALLANDALE BEACH
PUBLIC TRANSPORATION/FLOOD MITIGATION BOARD

Lawrence Grimson
Chairperson

APPLICANT SIGNATURE

I certify, to the best of my knowledge, that the information in this application is true and accurate and that this organization has the necessary fiscal, data collection, and managerial capability to implement and manage the projects associated with this application.

Applicant Agency	City of Hallandale Beach
Project Title	City of Hallandale Beach Community Bus Service
Name of Signatory	Mark Antonio
Title of Signatory	City Manager

Authorized Signature

9/8/11
Date

Approved as to Form
and Sufficiency

Interim City Atty. Ed Dion
City Attorney 8/25/11

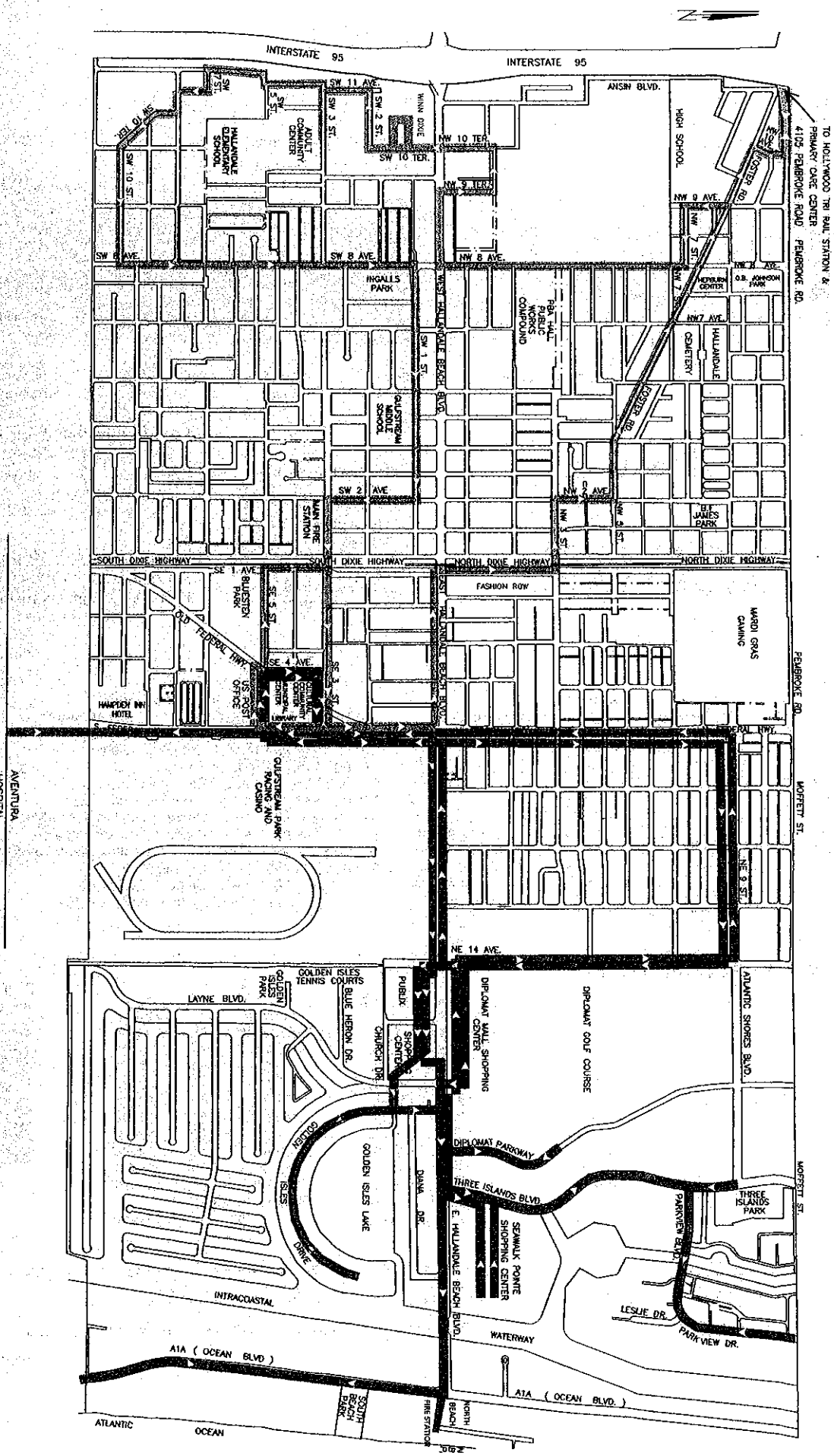
ATTACHMENTS

Attachment A – Picture of Vehicle
Attachment B – Map of Project Boundaries
Attachment C – ZipSkinny – Demographic Information
Attachment D – Developers Order (Gulfstream)
Attachment E – Annual Operating Cost
Attachment F – Funding Sources

- CRA Funds
- Transportation Fund
- Broward County Grant

ATTACHMENT A

ATTACHMENT B



ATTACHMENT C

Local Restaurants Get 50% Off Coupons On The Best Local Restaurants. Sign Up! www.LivingSocial.com
Public Arrest Records 1) Enter Name and State. 2) Access Full Background Checks Instantly. InstantCheckmate.com
Prepare to be Shocked Take the free RealAge test today. The results may just surprise you. www.RealAge.com
Merrill Edge Investing All Your Investment Needs Plus Banking Access From Merrill Edge. www.MerrillEdge.com
AdChoices

ZIPskinny
get the skinny on that ZIP

33009

AK | AL | AR | AZ | CA | CO | CT | DC | DE | FL | GA | HI | IA | ID | IL | IN | KS | KY | LA | MA | MD | ME | MI | MN | MO | MS | MT
NC | ND | NE | NH | NJ | NM | NV | NY | OH | OK | OR | PA | RI | SC | SD | TN | TX | UT | VA | VT | WA | WI | WV | WY

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the skinny on:

33009

(HALLANDALE FL)

General Information:

Latitude:	25.987069
Longitude:	-80.150041
Population:	34504
Density:	6648.13
(people per square land mile)	
Housing Units:	25038
Land Area:	5.19 sq. mi.
Water Area:	0.52 sq. mi.

Fort Lauderdale Coupons
A Compass for Weekend Exploration. Coupons in Your City, 50%–90% Off!
www.Groupon.com/Fort-Lauderdale

3-Bureau Credit Report
Absolutely Free Credit Scores From All 3 Bureaus Instantly!
FreeScore.com/Free-Credit-Scores

AdChoices

Social Indicators

Educational Achievement: *(among people 25 years or older)*

Less than 9th grade:	9.4%
9th-12th grade (nongrad):	18%
High school graduate:	30.8%
Some college:	17.8%
Associate degree:	4.5%
Bachelors degree:	11.7%
Graduate/Professional:	7.7%
High school or higher:	72.5%
Bachelors or higher:	19.5%

Marital Status: *(among people 15 years or older)*

Never married:	21.2%
Married:	46.8%
Separated:	3.3%
Widowed:	15.4%
Divorced:	13.3%

Stability/Newcomer Appeal:

Same home 5+ years:	50.3%

Social and economic indicators based on 2000 Census sample data.

Green = Above U.S. Avg Red = Below U.S. Avg
Red bkg. = Above U.S. Avg Green bkg. = Below U.S. Avg

Economic Indicators

Household Income

<$10,000	15.8%
$10,000-$14,999	11.1%
$15,000-$24,999	19.6%
$25,000-$34,999	14.5%
$35,000-$49,999	14.4%
$50,000-$74,999	13.4%
$75,000-$99,999	4.8%
$100,000-$149,999	3.5%
$150,000-$199,999	1.6%
$200,000+	1.4%

Median Household Income: $26,804

Occupation *(among employed persons over 16)*

Mgt./Professional	27.3%
Service	21%
Sales/Office	31%
Farm/Fishing/Forestry	0.1%
Construction/Extraction/Maint.	9.4%
Production/Transportation	11.2%

Unemployment/Poverty

Unemployed	3.5%
Below Poverty Line	18.2%

demographics:

Race

Hispanic/Latino:	19.1%
White*:	62%
Black*:	15.9%
Native American*:	0%
Asian*:	1%
Hawaiian/Pacific Islander*:	0%
Other*:	0.1%
Multiracial*:	1.7%

** Does not include individuals in this racial group who identify as Hispanic/Latino.*

Age

	Male		Female		Both
	% of Males	% of All	% of Females	% of All	% of All
0-9 years:	9.2%	4.3%	7.4%	3.9%	8.2%
10-19 years:	7.8%	3.6%	6.6%	3.5%	7.2%
20-29 years:	9.3%	4.4%	9.5%	5.1%	9.4%
30-39 years:	13.6%	6.3%	11.2%	6%	12.3%
40-49 years:	12.6%	5.9%	10.8%	5.8%	11.7%
50-59 years:	11.4%	5.3%	11.7%	6.2%	11.6%
60-69 years:	13%	6.1%	13.4%	7.1%	13.2%
70-79 years:	13.6%	6.3%	15.5%	8.3%	14.6%
80+ years:	9.5%	4.4%	14%	7.5%	11.9%
All Ages:	**Male:**	**46.7%**	**Female:**	**53.3%**	
Median Ages:		**47.7 yrs.**		**53.9 yrs.**	**50.9 yrs.**

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ORDINANCE NO. 2006 - 24

AN ORDINANCE OF THE CITY OF HALLANDALE BEACH, FLORIDA, ADOPTING THE DEVELOPMENT ORDER FOR THE VILLAGE AT GULFSTREAM PARK DEVELOPMENT OF REGIONAL IMPACT, WHICH CONSISTS OF APPROXIMATELY 60.8 ACRES WITHIN THE CITY OF HALLANDALE BEACH, FLORIDA LOCATED GENERALLY SOUTH OF HALLANDALE BEACH BOULEVARD, EAST OF FEDERAL HIGHWAY, NORTH OF THE CITY LIMITS AND WEST OF THE GOLDEN ISLES SUBDIVISION; PROVIDING FOR THE DEVELOPMENT OF A MIXED-USE RETAIL, OFFICE, ATTRACTION, HOTEL, AND RESIDENTIAL PROJECT; PROVIDING FINDINGS OF FACT AND CONCLUSIONS OF LAW; PROVIDING CONDITIONS AND OBLIGATIONS RELATED TO THE DEVELOPMENT; PROVIDING BUILDOUT AND EXPIRATION DATES AND OTHER GENERAL CONDITIONS; PROVIDING FOR RECORDING, RENDITION AND MONITORING; PROVIDING FOR A PROHIBITION AGAINST DOWN-ZONING; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Gulfstream Park Racing Association, Inc. (the "Applicant" and the "Owner") has applied for approval of the Village at Gulfstream Park Development of Regional Impact pursuant to Section 380.06, Fla. Stat. (2006);

WHEREAS, The Village of Gulfstream Park, LLC is the agent of the Owner and the Developer of the project that is subject to this Development Order; and

WHEREAS, the proposed Village at Gulfstream Park Development of Regional Impact is located wholly within the City of Hallandale Beach, Broward County, Florida (the "City");

WHEREAS, the City is required to consider and vote upon a development order approving the proposed Village at Gulfstream Park Development of Regional Impact; and

WHEREAS, the City Commission of the City of Hallandale Beach has received and considered the DRI Impact Assessment Report and recommendations of the South Florida Regional Planning Council ("SFRPC") dated June 5th, 2006;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. FINDINGS OF FACT.

1. The foregoing recitals are ratified and confirmed as being true and correct and are hereby made a part of this Ordinance.

2. The proposed development will take place on approximately 60.8 acres legally described in "Exhibit A" (the "DRI Property").

3. The proposed development is not in an area of critical state concern designated pursuant to the provisions of Section 380.05, Florida Statutes.

4. All statutory and regulatory notice requirements have been met.

SECTION 2. CONCLUSIONS OF LAW.

1. A state land development plan does not exist for this portion of the City of Hallandale Beach and therefore the proposed development does not unreasonably interfere with such a plan.

2. The proposed development is consistent with the State Comprehensive Plan.

3. The proposed development is consistent with the Broward County Comprehensive Plan and Land Development Regulations.

4. The proposed development is consistent with the City of Hallandale Beach Comprehensive Plan and Land Development Regulations.

5. The proposed development is consistent with the report and recommendations of the South Florida Regional Planning Council submitted pursuant to subsection 380.06(12) and dated June 5, 2006.

6. The proposed development as approved by this Development Order makes adequate provision for the public facilities needed to accommodate the impacts of the proposed development.

7. The Village at Gulfstream Park DRI is approved for the development described in Section 3 (the "Development"), subject to the conditions, restrictions, and limitations specified in this Development Order.

SECTION 3. DESCRIPTION OF DEVELOPMENT.

1. Name of the Development

The Village at Gulfstream Park

2. Authorized Agent

The Village at Gulfstream Park, LLC
Attn: Managing Member

3. Developer

The Village at Gulfstream Park, LLC, its successors and assigns

4. Owner

Gulfstream Park Racing Association, Inc., its successors and assigns

5. Development Program

Office	140,000 s.f.
Retail	750,000 s.f.
Residential	1,500 units[1]
Hotel	500 keys
Movie Theater	2,500 seats
Open Space	Minimum of 1.2 acres

In all cases, no Certificates of Occupancy shall be issued for Development that would, in the aggregate, generate traffic volumes that exceed 1,800 total external trips as shown in the Consolidated ADA referred to in Section 10 herein.

[1] Includes a minimum of 75 Affordable/Workforce Housing on-site in accordance with Section 4, Condition 16 of this Development Order (below).

SECTION 4. CONDITIONS OF APPROVAL.

The application for development approval is approved subject to the following conditions:

THE APPLICANT, ITS SUCCESSORS, AND/OR ASSIGNS, JOINTLY OR SEVERALLY, SHALL:

1. Ensure that stormwater runoff is retained within the project site in accordance with applicable regulations of the South Florida Water Management District (SFWMD), Broward County and the City of Hallandale Beach. Design, construct and maintain the stormwater management system for the project and any additions, expansions, or replacements to the stormwater management system to meet the following standards:

   a. Comply with the regulations and requirements of the South Florida Water Management District, Broward County Environmental Protection Department (EPD), and the City's comprehensive plan drainage level of service requirements for surface water management in effect at that time.

   b. Install pollutant retardant structures to treat all stormwater runoff at each of the new project outfall structures in accordance with the stormwater management system drainage permits and master drainage plan, and periodically remove pollutant accumulations as required by the stormwater permitting agencies.

   c. Use silt screens and aprons during any phase of project construction that may increase turbidity in adjacent surface waters.

   d. Mulch, spray, or grass exposed areas to prevent soil erosion, minimize air pollution and stormwater runoff.

2. Design, construct, and maintain the onsite irrigation system for the project, expansions, or replacements to the onsite irrigation system to minimize salt-water intrusion and excessive irrigation in accordance with SFWMD guidelines. When

practicable, use water conserving techniques to reduce the demand on the region's potable water supply; including the installation of rain sensors on irrigation timers, and compliance with restrictions on irrigation timing as required by the City of Hallandale Beach.

3. Incorporate the use of water sensors, ultra-low volume water use plumbing fixtures, self-closing and/or metered water faucets, and other water conserving devices/methods to reduce the demand on the region's potable water supply. These devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to Broward County by the SFWMD.

4. a. Prior to issuance of the first building permit for any permanent structure in accordance with the Development Program provided in Section 3 and Section 4, Condition 6 of this Development Order ensure that sufficient wastewater capacity exists to meet the wastewater flows of the project.

b. Prior to issuance of the first certificate of occupancy for any permanent structure in accordance with the Development Program in Condition 6, complete or cause the completion of appropriate expansions and improvements to the lift stations and force mains which are necessary to provide wastewater service for the project.

5. Comply with the tree preservation requirements and the landscaping standards of the City of Hallandale Beach. When practicable, the Applicant should follow xeriscape principles in landscape design and the selection of species for planting. Substitute landscaping species may only be used if written approval is provided by the City of Hallandale Beach in consultation with the Broward County EPD and SFRPC staff. Such approval will be based on the following criteria for plant materials:

a. Does not require excessive irrigation or fertilizer;

b. Is not prone to insect infestation or disease;

c. Does not have invasive root systems; and

d. Other criteria as may be appropriate.

6. The Applicant shall be permitted to develop a maximum amount of development in accordance with the land uses listed below, subject to the required federal, state and local approvals. In all cases, no Certificates of Occupancy shall be issued for Development that would, in the aggregate, generate traffic volumes that exceed 1,800 total external trips as shown in the Consolidated ADA. The development program shall be developed in accordance with the table below:

DEVELOPMENT PROGRAM SUMMARY

Land Use*	Proposed Total Development
Office	140,000 SF GFA**

Retail	750,000 SF GLA***
Residential	1,500 DUs****
Hotel	500 keys
Movie Theatre	2,500 Seats

* Self-Storage facilities and warehouses are not permitted as principal uses within the Village at Gulfstream Park. Storage space may be provided as accessory space within individual buildings within the development to serve residents and tenants of the project.

** Square Feet; Gross Floor Area (GFA)
*** Square Feet; Gross Leasable Area (GLA)
**** Dwelling Units (DU), including a minimum of 75 Affordable/Workforce Housing on site

7. Utilize economic development enhancement resource agencies and programs designed to involve small and minority businesses in the development and expansion of permanent job opportunities within the project. Examples of such agencies and programs include, but are not limited to, those contained in the South Florida Small and Minority Business Resource Directory. The Developer shall attempt to access the range of job skills available in the region and promote greater labor force enhancement. At a minimum, the Developer is encouraged to provide potential commercial tenants with information about employment and training agencies that maintain a database of trained/skilled workers to consider in meeting the project's employment needs. This information shall be biennially updated and submitted as a part of the Biennial Status Report, using a form that is attached as Exhibit 1.

8. This DRI is not anticipated to include laboratories or other uses which would have a significant hazardous materials generation/usage impact as defined in Rule 9J-2044(2)(f) and (5)(a) of the Florida Administrative Code. In the event that hazardous material usage on any project within the DRI will have a significant impact, prior to issuance of a certificate of occupancy for any such use, the Owner(s) and/or Developer(s) of the specific project ("Project Developer(s)"), to the extent necessary and appropriate, after consultation with any leaseholders, shall submit a Hazardous Materials Management Plan (HMMP) for review and approval by the City of Hallandale Beach, the Broward County Environmental Protection Department (EPD), the Florida Department of Environmental Protection (FDEP), and the South Florida Regional Planning Council , which conforms with the requirements of Rule 9J-2.044(5)(b)2 of the Florida Administrative Code. The Project Developer(s), their successors and/or assigns, shall provide a copy of the approved plan to the City of Hallandale Beach Fire Department. The HMMP shall be incorporated into the development by lease as applicable and shall be incorporated into the project by sale agreement, restrictive covenant or other appropriate legally binding enforcement provision when any of the property is conveyed, as applicable.

9. a. No later than 180 days prior to the issuance of the first certificate of occupancy the Developer shall meet with Broward County Environmental Protection Department, Florida Department of

Environmental Protection and the South Florida Regional Planning Council to establish parameters for a Carbon Monoxide Air Quality Analysis and a Broward County EPD Parking Facility license. The analysis shall incorporate the methodology of the latest FDEP guidelines and shall address worst case carbon monoxide concentrations for each phase through build out. In addition, the analysis shall be limited to consideration of LOS "E" or "F" intersections impacted by 5% or more project traffic and surface parking area of 1500 vehicle trips per hour or parking garage of 750 vehicle trips per hour and any combination of surface parking and parking garage generating 1000 or greater trips.

b. No later than 90 days prior to the issuance of the first certificate of occupancy for any permanent structure in accordance with the Development Program provided in Condition 6, the Developer shall submit a Carbon Monoxide Air Quality Analysis, based upon the agreed methodology, to EPD, FDEP , SFRPC and the City of Hallandale Beach for their reviews and approvals. The analysis shall demonstrate that the National Ambient Air Quality Standards for Carbon Monoxide will not be violated as a result of the Development at buildout and, if necessary, shall include mitigation measures for which the Developer shall be responsible.

10. Shall provide a letter from the solid waste utility provider that the projected solid waste generated from the proposed development can be appropriately met by the off-site solid waste company prior to the issuance of building permits.

11. Shall comply with section 32-639 as may be amended of the City of Hallandale Beach Code of Ordinances (entitled "Garbage Collection by City; Private Haulers; Permit Required") as it may be amended from time to time, attached as Exhibit 5.

12. Incorporate, as practicable, energy conservation measures into the design and operation of projects developed within the DRI. At a minimum, Project Developers shall construct all development in conformance with the specifications of the applicable building code at the time of the issuance of the building permit and the Florida Energy Code. Consider using natural gas and/or renewable energy sources (e.g., solar heating) for water heating, space heating, air-cooling and lighting control. Monitor design review procedures and electrical energy conservation measures, proposed in the ADA, during the project construction phase to assess the effectiveness of same.

13. Assure that any fill material utilized at the site, whether from onsite excavation activities or from offsite sources, meets the clean soils criteria of the FDEP and EPD, as applicable.

14. a. The Applicant shall ensure the adequate provision of fire/rescue services necessary to serve the Development, to the City's satisfaction. Each Project Developer shall submit a site plan to the City Manager for review to identify unique space, equipment and/or facilities impacts that the project may generate.

b. The Applicant shall ensure adequate provision of police services for the Village at Gulfstream Park, to the City's satisfaction, and the

Applicant shall meet with the City's Police Department to discuss those services.

c. The Applicant shall provide a mini- or sub-station within the Development which shall provide a location for Police and EMS service personnel to staff during peak periods of operation within the Development. Said mini- or sub-station shall not be included as part of and reduced from any portion of the approved development program. Upon selection to the satisfaction of the City of space to be allocated to this use, the Applicant shall report this allocation as part of its Biennial Report.

15. Prior to requesting the first building permit for a residential structure within the Development, the Developer shall file a Declaration of Restrictive Covenant, to enable legal enforcement of its $2,000,000 commitment to the School Board of Broward County for school improvements within the City of Hallandale Beach and within the school feeder pattern serving City residents, which may include Hallandale Elementary School and Nichols Middle School. Prior to issuance of the first certificate of occupancy for a residential structure within the Development, the Developer must enter into a tri-party agreement with the School Board of Broward County and the City of Hallandale Beach to specify how the funds will be utilized, timed and dispersed in a manner that addresses the impacts created by the Development through buildout.

16. Construct or cause the construction of a minimum of 225 "affordable housing" and/or "workforce housing" units (Affordable/Workforce Housing Units) within the City of Hallandale Beach and in accordance with the City of Hallandale Beach's applicable affordable and workforce housing regulations and procedures, the provision of which is equivalent to 15% of the proposed residential units. A minimum of 75 Affordable/Workforce Housing Units will be built on site. These Affordable/Workforce Housing Units shall be completed in accordance with the following schedule or as otherwise agreed upon in accordance with the terms and conditions of the Development Agreement with the City of Hallandale Beach:

a. Prior to the issuance of the first certificate of occupancy for the 1st residential unit within the project, construct or cause the construction of a minimum of sixty (60) Affordable/Workforce Housing Units.

b. Prior to the issuance of the final certificate of occupancy for the 750th residential unit within the project, construct or cause the construction of an additional ninety (90) Affordable/Workforce Housing Units (for a total of 150 units) or in accordance with the terms and conditions of the Development Agreement.

c. Prior to the issuance of a final certificate of occupancy for the 1000th residential unit within the project, construct or cause the construction an additional seventy-five (75) Affordable/Workforce Housing Units (for a total of 225 units) or in accordance with the terms and conditions of the Development Agreement.

In the event of a conflict between this Ordinance and the Development Agreement, the terms and conditions of the Development Agreement shall control.

For the purpose of satisfying this condition, "affordable housing" units are as defined in Rule 9J-2.048, Florida Administrative Code and until such time as "workforce housing" is defined by legislation or ordinance, "workforce housing" units are defined as units priced so that a household earning an income between 120% and 140% of area median income will be able to afford rents and/or payments (inclusive of principal, interest, taxes and insurance) which will not exceed thirty percent (30%) of their gross annual income. Nothing shall preclude the Applicant of availing itself of any governmental or other applicable grant or assistance programs to satisfy this condition.

17. Primary project vehicle access points to the offsite roadway network will consist of the locations in Exhibit 4. Number, locations and configurations of project driveways may be adjusted upon approval by appropriate review agencies with jurisdiction over same and with approval of the City, through the major development review process.

18. The Applicant shall comply with the transportation improvements requirements contained in Groups A, B and C of Exhibit 3. Transportation mitigation measures shall be implemented by the Applicant as outlined in the schedule below. At a minimum, the total cost of these measures will equal the Applicant's calculated proportionate share cost of $6,574,082.52 and includes a minimum of $3,227,000 of transit-related improvements (the "Transit Funds"). The Applicant shall satisfy the regional Transportation Concurrency requirements of Broward County in accordance with Policy 3.4.23 of the Transportation Element of the 2006 Broward County Comprehensive Plan. It is understood that the Applicant intends to seek a credit from Broward County for its payment of the Transit Funds and nothing herein shall be construed to prohibit the Applicant from seeking Transit Concurrency credits from Broward County.

a. On or before January 15, 2007, the Applicant shall implement the following improvement as outlined in Exhibit 3:

- Item C-1

b. Prior to the issuance of the first Certificate of Occupancy for any permanent structure in accordance with the Development Program provided in Condition 6, the Applicant shall fund, construct or cause the construction, as applicable, of the following improvements outlined in Exhibit 3:

- Item B-1
- Item B-2
- Item B-3
- Item B-4
- Item B-5
- Item B-6
- Item B-7
- Item B-8
- Item A-3
- Item C-4

c. Prior to the issuance of Certificates of Occupancy for any permanent structure in accordance with the Development Program provided in Condition 6 exceeding 1,750 gross pm peak hour trips calculated in accordance with Trip Generation Rates as shown in Exhibit 6, the Applicant shall fund, construct or cause the construction, as applicable, of the following improvements outlined in Exhibit 3:

- Item A-1
- Item A-2
- Item C-5

d. Prior to the issuance of Certificates of Occupancy for non-residential structures in accordance with the Development Program provided in Condition 6 exceeding 1,750 gross pm peak hour trips calculated in accordance with Trip Generation Rates as shown in Exhibit 6, the Applicant shall fund, construct or cause the construction, as applicable, of the following improvements outlined in Exhibit 3:

- Item C-6

e. Twelve months after the first certificate of occupancy for any permanent non-residential structure in accordance with the Development Program provided in Condition 6, the Applicant shall fund, construct or cause the construction, as applicable, of the following improvements outlined in Exhibit 3:

- Item C-2

The Applicant shall fulfill its obligations for Item C-3 of Exhibit 3 at such time that the City of Hallandale Beach conducts the charrette mentioned in this Item.

19. Prior to the issuance of the first certificate of occupancy for any permanent non-residential structure in accordance with the Development Program provided in Condition 6, have open to traffic or cause to have open to traffic all site access-related improvements as described in Exhibit 4, pending final permit approval by appropriate review agencies with jurisdiction over same. The responsibility for these site access-related improvements, which may include traffic signals, shall be borne by the Applicant. These site access-related improvement costs are not part of the Proportionate Share requirements. In addition, Developer shall provide such mitigation pf traffic impacts on City roads as required by City Code and the Development Agreement.

20. Incorporate the following into the project design and operation:

a. Coordinate with Broward and Miami-Dade County Transit to establish a program that encourages transit use of the site. This program shall include performance objectives, and shall incorporate incentives such as transit passes for employees and promotions for visitors to use transit to access the site. These activities shall be coordinated with Broward County and Miami-Dade Transit as well as the Cities of Hallandale Beach and Aventura.

b. On an annual basis, encourage transit use, carpooling and vanpooling by provision of rideshare and transit information to tenants and employees, providing a transit superstop, provision of improved service on transit routes serving the site, and other amenities to increase ridership, utilizing services and programs listed in Exhibit 2.

c. Provide for the design and location of pedestrian and bicycle facilities to maximize transportation access onsite and connecting to adjacent facilities, including onsite bicycle storage facilities to encourage the use of alternative modes of transportation.

d. To the extent that it is cost effective, utilize efficient, low emission vehicles for onsite services like parking enforcement maintenance, and security services, with specific consideration of alternative fuel vehicles.

e. Regularly schedule vacuum sweeping of all parking lots of eleven or more parking spaces.

f. Designate employee parking spaces, conveniently located, for exclusively high occupancy vehicle use for appropriate land uses such as office and medical.

g. Submit with each building permit request a status sheet of trip generation, showing the cumulative trips generated by existing development, development under construction, and development proposed in the building permit application.

h. Submit transit ridership data every 2 years for shuttle service and bus service and consider the ridership in analyzing the number of trips produced by the project during building phases and at buildout.

21. The Applicant agrees to enter into a separate development agreement with the City of Hallandale Beach to address the various impacts that are required to be mitigated for impacts to City services and facilities directly related to the City. In the event of a conflict between this Ordinance and the Development Agreement, the terms and conditions of the Development Agreement shall control.

THE CITY OF HALLANDALE BEACH SHALL:

22. Withhold the issuance of building permits or certificates of occupancy, or both, if the Project Developer fails to meet the requirements of Conditions 1 – 21 and Sections 8, 10 and 13 herein.

23. Withhold the issuance of building permits or certificates of occupancy, or both, if potable water demand and wastewater flows exceed capacity available to serve the project.

24. Prior to the issuance of the first certificate of occupancy for any permanent structure in accordance with the Development Program provided in Condition

6, the City shall ensure that sufficient water treatment and conveyance capacity is available to serve the project.

25. a. Withhold the issuance of the first building permit for any permanent structure in accordance with the Development Program provided in Condition 6, until sufficient wastewater capacity to meet the wastewater flows is made available to serve the project in satisfaction of Condition 4, above.

b. Withhold the issuance of the first certificate of occupancy for any permanent structure in accordance with the Development Program provided in Condition 6, until adequate expansions and improvements to the lift stations and force mains, which are necessary to provide wastewater service to serve the project, have been completed in satisfaction of Condition 4 above.

26. Withhold issuance of the first residential building permit until the Developer has filed a Declaration of Restrictive Covenant that provides for enforcement of its commitment to provide additional mitigation of $2,000,000 to the School Board of Broward County for school improvements.

27. Withhold issuance of the certificate of occupancy for the first residential unit until the Developer has entered into a tri-party agreement with the School Board of Broward and City of Hallandale Beach to specify how the additional $2,000,000 will be utilized.

28. Review project landscape plans to ensure that only those plant species identified in the applicable codes of the City of Hallandale Beach are used for project landscaping and that xeriscape principles are utilized in such landscape plans, as practicable.

29. Monitor site development to ensure that invasive exotic plant species are removed and the property maintained to prevent the re-establishment of invasive exotic species.

30. Withhold the issuance of building permits or certificates of occupancy for any use that will have a significant hazardous materials generation/usage impact as defined in Rule 9J-2044(2)(f) and (5)(a) of the Florida Administrative Code until the submittal of an HMMP in accordance with Condition 8.

31. In the event the Applicant, its successors, or assigns violate any of the conditions of the Development Order or otherwise falls to act in substantial compliance with the Development Order (those parties hereinafter "violator"), the City shall stay the effectiveness of the Development Order as to the tract, or portion of the tract, in which the violation or conduct has occurred and withhold further permits, approvals, and services for development in said tract, or portion of the tract, upon passage of any appropriate resolution by the City, adopted in accordance with this paragraph, finding that such violation has occurred. The violator will be given written notice by the City that states: 1) the nature of the purported violation and 2) that unless the violation is cured within 15 days of said notice, the City will hold a public hearing to consider the matter within 30 days of the date of said notice.

32. If the violation is not curable in 15 days, the violator's diligent good faith efforts to cure the violation within that period will obviate the need to hold a public hearing and the Development Order will remain in effect unless the violator does not diligently pursue the curative action to completion within a reasonable time, in which event the City will give 15 days' notice to the violator of its intention to stay the effectiveness of the Development Order and withhold further permits, approvals, and services as to the tract, or portion of the tract, in which the violation has occurred and until the violation is cured. For purposes of this paragraph, the word "tract" shall be defined to mean any area of development identified on the Village at Gulfstream Park DRI Property, legally described in Exhibit A. In addition, the phrase "portion of a tract" means a division of a tract into more than one ownership as created by deed or plat.

33. The lessees of tracts or portions of tracts within the DRI Property from the Applicant shall not be considered successors of the Applicant for the purpose of affirmative compliance hereunder, including but not limited to all obligations for notification, execution of utility agreements and reporting requirements. Compliance by a lessee as to its tract or portion of tract shall be considered compliance by the Applicant. However, nothing herein shall be construed to limit the obligation of the Applicant to ensure compliance with this Development Order.

SECTION 5. MONITORING OFFICIAL.

The City Manager for the City of Hallandale Beach or his designee (the "City Manager") shall be the local official responsible for monitoring compliance with this Development Order. In carrying out this responsibility, the City Manager shall review and approve all applications for development permits for compliance with the terms and conditions of this Development Order. The City Manager shall have the authority to temporarily suspend this Development Order and withhold future development permits upon notification and verification of a violation of any condition herein in accordance with Section 4, Conditions 31 and 32 of this Development Order.

Upon the written request of the owner(s) or developers of the property or tract, the City Monitoring Official shall certify in writing to the owner(s), developers, mortgagees, and potential mortgagees or other designees of the above, the compliance status of the conditions of this Development Order relative to the stated property or tract. If all conditions of this Development Order are being satisfied or are otherwise in compliance, the certification shall provide that the Development Order is in full compliance. If all conditions are not being complied with, the City Monitoring Official shall specify in writing the conditions with which the owners or developers are not in compliance.

SECTION 6. ELECTION REGARDING ENVIRONMENTAL RULES.

In accordance with Section 380.06(5)(c), Florida Statutes (2006), the Developer has elected to be bound by the rules adopted pursuant to chapters 373 and 403 in effect when as of the date of this Development Order. Such rules shall be applicable to all applications for permits pursuant to those Chapters which are necessary for and consistent with the development authorized in this Development Order, except that a later adopted rule by the appropriate state agencies shall be applicable to an application if:

1. The later adopted rule is determined by the rule-adopting agency to be essential to the public health, safety, or welfare;

2. The later adopted rule is adopted pursuant to s. 403.061(27) which provides for the identification and regulation of "Outstanding Florida Waters";

3. The later adopted rule is being adopted pursuant to a subsequently enacted statutorily mandated program;

4. The later adopted rule is mandated in order for the state to maintain delegation of a federal program; or

5. The later adopted rule is required by state or federal law

SECTION 7. DOWNZONING PROTECTION.

In accordance with Section 380.06(15), Florida Statutes (2006), the Village at Gulfstream Park DRI as approved in this Development Order shall not be subject to downzoning, unit density reduction, or intensity reduction before December 31, 2019, unless the Developer consents to such change or the City of Hallandale Beach demonstrates that substantial changes in the conditions underlying the approval of this Development Order have occurred or that the Development Order was based on substantially inaccurate information provided by the Applicant, or that the change is clearly established by the City of Hallandale Beach to be essential to the public health, safety and welfare.

SECTION 8. BIENNIAL REPORTING.

The Applicant shall prepare a biennial report for the Village at Gulfstream Park DRI in accordance with 380.06(15) and (18), Florida Statutes (2006). The biennial report shall be distributed to the South Florida Regional Planning Council, the Department of Community Affairs, Florida Department of Transportation (District 4 and District 6), the City of Hallandale Beach and Broward County EPD, no later than March 1 of every other year until buildout, commencing March 1, 2008. If the City of Hallandale Beach does not receive the report or receives notification that the SFRPC, DCA or Broward County has not received the report, the City of Hallandale Beach shall request in writing that the Developer submit the report within 30 days. The City Manager shall temporarily suspend the Development Order if the developer fails to submit the report within 30 days of such notification. The biennial report shall include the following:

1. Any changes in the plan of development, or in the representations contained in the Application for Development Approval, or in the phasing for the reporting year and for the next year.

2. A summary comparison of development activity proposed and actually conducted since the previous monitoring report and activity projected for that period until submittal of the next regular monitoring report. The summary will include a description of site improvements, gross floor area constructed by land use type, location and phase, with appropriate maps.

3. Identification of undeveloped tracts of land, other than individual single family lots, that have been sold to a separate entity or developer.

4. Identification and intended use of lands purchased, leased or optioned by the developer adjacent to the original DRI site since the Development Order was issued;

5. A specific assessment of the Developer's and the City of Hallandale Beach's compliance with each individual condition of approval contained in the Development Order and the commitments which are contained in the Application for Development Approval and which have been identified by the City, the Regional Planning Council or the Department of Community Affairs as being significant.

6. Any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year.

7. An indication of a change, if any, in local government jurisdiction for any portion of the development since the Development Order was issued.

8. A listing of any significant local, state and federal permits which were obtained, applied for or denied during this reporting period, specifying the agency, type of permit, parcel, location(s) and activity for each permit.

9. A statement that all persons have been sent copies of the biennial report in conformance with subsections 380.06(15) and (18), Florida Statutes.

10. A copy of any recorded notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to paragraph 380.06(15)(f), Florida Statutes.

11. If no additional development pursuant to the Development Order has occurred since the submission of the previous report, then a letter from the Developer stating that no development has occurred shall satisfy the requirement for the biennial report.

12. A complete response to each question in Exhibit 1 and Condition 7.

SECTION 9. <u>BUILDOUT AND EXPIRATION OF THE DRI.</u>

1. The buildout date for the Village at Gulfstream Park DRI project shall be December 31, 2014.

2. December 31, 2019 is hereby established as the expiration date for this Development Order.

SECTION 10. INCORPORATION OF THE ADA.

1. The Applicant shall integrate all original and supplemental ADA information into a Consolidated Application for Development Approval (CADA) that reflects the approved development program, and submit two copies of the CADA to the SFRPC, one copy each to the City of Hallandale Beach and one copy to the DCA within 30 days of the effective date of the Development Order. The CADA shall be prepared as follows:

a. Where new, clarified, or revised information was prepared subsequent to submittal of the ADA but prior to issuance of the Development Order, whether in response to a formal statement of information needed or otherwise, the original pages of the ADA will be replaced with revised pages.

b. Revised pages will have a "Page Number (R) – Date" notation with "Page Number" being the number of the original page, "(R)" indicating that the page was revised, and "Date" stating the date of the revision.

2. Pursuant to Rule 9J-2.025, Section (3)(b)9, F.A.C., the Consolidated Application for Development Approval (as prepared pursuant to Section 10, herein) and the SFRPC DRI Assessment Report are incorporated herein by reference and relied upon by the parties in discharging their statutory duties under Chapter 380, F.S., and local ordinances. Substantial compliance with the representations contained in the ADA is a condition for approval unless waived or modified by agreement among the local governments of jurisdiction, the SFRPC and the Applicant, their successors, or assigns.

SECTION 11. RENDITION.

Within thirty (30) days of the adoption of this Development Order by the City of Hallandale Beach City Commission, the City of Hallandale Beach shall render a copy of this Development Order certified as complete and accurate, by certified mail, return receipt requested, to the Florida Department of Community Affairs, the South Florida Regional Planning Council and the Developer in accordance with 9J2-2.025(5), Florida Administrative Code.

SECTION 12. EFFECTIVE DATE.

This Development Order shall take effect upon the effective date of the City of Hallandale Beach Comprehensive Plan amendments creating the Local Activity Center (LAC) future land use category and designating the Property as the LAC use; the adoption of the appropriate zoning district under the City Codes.

SECTION 13. RECORDATION OF DEVELOPMENT ORDER.

Within thirty days of the Effective Date, the Developer shall record this Development Order and any subsequent amendments with the Clerk of the Circuit Court for Broward County in accordance with Sections 28.22 and 380.06(15)(f), Florida Statutes (2006).

SECTION 14. BINDING EFFECT.

This Development Order shall run with the land and bind the successors and assigns of the Owner and Developer of the DRI Property.

PASSED AND ADOPTED on first reading on September 19, 2006.

PASSED AND ADOPTED on second reading on November 6, 2006.

ATTEST:

MAYOR -COMMISSIONER

CITY CLERK

	VOTE AYE / NAY
Mayor Cooper	✓ /
Vice-Mayor Julian	/ ✓
Comm. Gibbons	✓ /
Comm. Ross	✓ /
Comm. Schiller	✓ /

06 NOV 22 PM 12:56
CITY OF HALLANDALE
CITY CLERK

LAND DESCRIPTION

VILLAGE AT GULPSTREAM PARK

EXHIBIT "A"

A portion of Lots 1, 3 and 4, Block 7, Lots 1 through 4, Block 10, and Lots 1 through 3, Block 15 all in MAP OF THE TOWN OF HALLANDALE, according to the plat thereof as recorded in Plat Book B, Page 13 of the Public Records of Dade County, Florida, also being portions of HALLANDALE PARK NO. 12, PART 2, according to the plat thereof as recoded in Plat Book 10, Page 17, portions of HOLLYDALE PARK, according to the plat thereof as recorded in Plat Book 11, Page 2 and portions of HALLANDALE PARK NO. 12, according to the plat thereof as recorded in Plat Book 12, Page 35, the three (3) previous plats being recorded in the Public Records of Broward County Florida and being particularly described as follows:

COMMENCING at the Southeast corner of Section 27, Township 51 South, Range 42 East, Broward County, Florida;

THENCE South 88°01 '22" West on the South line of said Section 27, a distance of 2,093.59 feet to the POINT OF BEGINNING;

THENCE continue South 88°0122 West on said South line of Section 27, a distance of 570.55 feet to the Intersection with the East right-of-way line of South Federal Highway (U.S. 1) as shown on State of Florida Department of Transportation Right-of-Way Maps for State Road 5, Section 86010-2519, said point located on the arc of a non-tangent curve concave to the West, whose radius point bears North 79°45'42" West;

THENCE on said East tight-of-way line of South Federal Highway (U.S. 1) the following sixteen courses and distances;

1. Northerly on the arc of said curve having a radius of 3,909.83 feet; through a central angle of 05°16'33", and an arc distance of 360.01 feet to a point of non-tangency;
2. South 85°02'14" East, a distance of 0.85 feet;
3. North 07°51'26" East, a distance of 99.85 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears North 86°49'11" West;

Prepared By

CALVIN, GLORDANO AND ASSOCIATES, INC.

1800 Eller Drive suite 600

Fort Lauderdale, Florida 33316

July 6, 2005

Revised August 3, 2005

Rev September 26, 2005

4. Northerly on the arc of said curve having a radius of 3,743.00 feet, through a central angle of 05°00'35", and an arc distance of 327.27 feet to a point of tangency;
5. North 01°49'46" West, a distance of 32.91 feet;
6. South 88°10'14" West, a distance of 4.50 feet to a point on the arc of a non-tangent curve concave to the West, whose radius point bears South 88° 14'02" West;
7. Northerly on the arc of said curve having a radius of 3,909.83 feet, through a central angle of 00°03'48", an arc distance of 4.32 feet to a point of tangency;
8. North 01°49'46" West, a distance of 1,521.75 feet;
9. North 02°03'07" East, a distance of 67.65 feet;
10. North 01°49'46" West, a distance of 200.25 feet;
11. North 43°07'48" East, a distance of 38.89 feet;
12. North 01°52'33" West, a distance of 106.00 feet;
13. South 88°07'27" West, a distance of 10.97 feet;
14 North 66°56'55" West, a distance of 23.16 feet;
15. North 01°50'08" West, a distance of 555.82 feet;
16. North 33°52'37° East, a distance of 40.03 feet to the intersection with the South right-of- way line of Hibiscus Street as shown on THE PROMENADE AT HALLANDALE, according to the plat thereof as recorded in P1st Book 112, Page 4 of the Public Records of Broward County, Florida;

THENCE North 88°13'39" East on said South right-of-way line and its Easterly projection, a distance of 594.33 feet

THENCE South 01°46'21" East, a distance of 10.00 feet;

THENCE North 88°13'39" East, a distance of 110.41 feet;

THENCE South 01°06'17" East, a distance of 29.83 feet;

THENCE South 01°50'08" East, a distance of 414.60 feet;

THENCE North 88°09'52" East, a distance of 277.46 feet;

THENCE South 01°53'41" East, a distance of 1,205.42 feet to a point on the arc of a non-tangent curve concave to the Southeast, whose radius point bears South 08°25'32" East;

THENCE Southwesterly on the arc of said curve having a radius of 59.13 feet, through a central angle of 81°41'52", an arc distance of 84.31 feet to a point of tangency;

THENCE South 00°07'24" East, a distance of 34.90 feet;

THENCE South 88°09'52" West, a distance of 170.01 feet;

THENCE South 01°50'08" East, a distance of 226.96 feet to a point on the arc of a non-tangent curve concave to the East, whose radius point bears South 12°35'36 East;

THENCE Southerly on the arc of said curve having a radius of 116.08 feet, through a central angle of 158°29'04", and an arc distance of 321.09 feet to a point of non-tangency;

THENCE South 01°50'08" East, a distance of 315.49 feet;

THENCE South 88°09'52" West, a distance of 103.71 feet;

THENCE South 43°09'52" West, a distance of 276.44 feet;

THENCE South 01°50'08" East, a distance of 618.62 feet to the POINT OF BEGINNING;

Said lands lying in the City of Hallandale Beach, Broward County, Florida and containing 2,646,985 square feet (60.7664 acres), more or less.

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July 6, 2005
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Rev September 26, 2005

NOTES:

1. Not valid without the signature and original embossed seal of a Florida licensed Professional Surveyor and Mapper.
2. Lands described hereon were not abstracted, by the surveyor, for ownership, easements, rights-of-way or other instruments that may appear in the Public Records of Broward County.
3. Bearings shown hereon are relative to the South line of the SE ¼ of Section 27-51-42 having a bearing of South 88°01'22" West.
4. The description contained herein and the attached sketch, do not represent a field Boundary Survey.

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EXHIBIT 1
DEVELOPMENT OF REGIONAL IMPACT
BIENNIAL REPORT

Subsection 380.06(18), Florida Statutes, (F.S.) places the responsibility on the developer of an approved development of regional impact (DRI) for submitting a biennial report to the local government, the regional planning agency, the Department of Community Affairs, and to all affected permit agencies, on the date specified in the development order. The failure of a developer to submit the report on the date specified in the development order may result in the temporary suspension of the development order by the local government until the biennial report is submitted to the review agencies. This requirement applies to all developments of regional impact which have been approved since August 6, 1980. If you have any questions about this required report, call the DRI Planner at (850) 488-4925.

Send the original completed biennial report to the designated local government official stated in the development order with one copy to each of the following:

a) The regional planning agency of jurisdiction (along with the required $250 review fee);

b) All affected permitting agencies (particularly the County and FDOT)

c) Division of Resource Planning and Management
Bureau of Local Planning
2555 Shumard Oak Blvd.
Tallahassee, Florida 32399
850/488-4925

BIENNIAL STATUS REPORT

Reporting Period: _____ to _____
Month/Day/Year Month/Day/Year

Development: _____
Name of DRI

Location: _____
City County

Developer Name: _____
Company Name

Address: _____
Street Location

_____
City, State, Zip

1. Describe any changes made in the proposed plan of development, phasing, or in the representations contained in the Application for Development Approval since the Development of Regional Impact received approval. Note any actions (substantial deviation determinations) taken by local government to address these changes.

   Note: If a response is to be more than one sentence, attach as Exhibit A a detailed description of each change and copies of the modified site plan drawings. Exhibit A should also address the following additional items if applicable:

   a. Describe changes in the plan of development or phasing for the reporting year and for the subsequent years;

   b. State any known incremental DRI applications for development approval or requests for a substantial deviation determination that were filed in the reporting year and to be filed during the next year;

   c. Attach a copy of any notice of the adoption of a development order or the subsequent modification of an adopted development order that was recorded by the developer pursuant to Paragraph 380.06(15)(f), F.S.

2. Has there been a change in local government jurisdiction for any portion of the development since the development order was issued? If so, has the annexing local government adopted a new DRI development order for the project? Provide a copy of the order adopted by the annexing local government.

3. Provide copies of any revised master plans, incremental site plans, etc., not previously submitted.

Note: If a response is to be more than one or two sentences, attach as Exhibit B.

4. Provide a summary comparison of development activity proposed and actually conducted for the reporting year as well as a cumulative total of development proposed and actually conducted to date.

Example: Number of dwelling units constructed, site improvements, lots sold, acres mined, gross floor area constructed, barrels of storage capacity completed, permits obtained, etc.

Note: If a response is to be more than one sentence, attach as Exhibit C.

5. Have any undeveloped tracts of land in the development (other than individual single-family lots) been sold to a separate entity or developer? If so, identify tract, its size, and the buyer. Provide maps which show the tracts involved.

_____ _____

Buyer Tract

Note: If a response is to be more than one sentence, attach as Exhibit D.

6. Describe any lands purchased or optioned adjacent to the original DRI site subsequent to issuance of the development order. Identify such land, its size, and intended use on a site plan and map.

Note: If a response is to be more than one sentence, attach as Exhibit E.

7. List any substantial local, state and federal permits which have been obtained, applied for, or denied during this reporting period. Specify the agency, type of permit, and duty for each.

Note: If a response is to be more than one sentence, attach as Exhibit F.

8. Provide a list specifying each development order conditions and each developer commitment as continued in the ADA land sale how and when each condition or commitment has been complied with during the biennial report reporting period.

Note: Attach as Exhibit G.

9. Provide any information that is specifically required by the development order to be included in the biennial report.

10. Provide a statement certifying that all persons have sent copies of the biennial report in conformance with Subsections 380.0(15) and (18), F.S.

Person completing the questionnaire: _____

Title: _____

Representing: _____

EXHIBIT 2
TRANSPORTATION DEMAND MANAGEMENT
VILLAGE AT GULFSTREAM PARK
DEVELOPMENT ORDER CONDITIONS

TRANSIT/TRANSPORTATION DEMAND MANAGEMENT PROGRAM

1. INTRODUCTION

Condition _____ from Ordinance _____ requires the preparation and submittal of a Transit/Travel Demand Management (TDM) Program by the owners/operators of the Village at Gulfstream Park DRI. The TDM Program has been prepared to implement the viable strategies set forth and evaluated in the DRI as part of the response to Question-21 *Transportation*. These TDM strategies and programs contain both optional as well as mandatory programs to promote transit and TDM strategies to reduce traffic congestion during the traditional peak travel hours.

2. CONDITION

As a condition of the Development Order, the Applicant will submit to the City Hallandale Beach, Broward County Mass Transit Division and Florida Department of Transportation District 4 (FDOT) a Transit/Transportation Demand Management ("TDM") Program for the Village at Gulfstream Park DRI. The TDM plan shall be appropriate to the size, scale and location of the proposed use and shall demonstrate that reasonable and practicable actions will be taken in conjunction with and over the life of the use that will produce a reduction in the traffic and related impacts of the use. The TDM program developed by the Village at Gulfstream Park shall include a biennial TDM status report, and promote or commit to one or more of the following:

1. A mixed-use development program which will encourage multi-purpose trips. Retail, entertainment, restaurant and other uses will provide commuter assistance to employees.
2. A fully accessible internal pedestrian access system which will connect all uses directly to a major transit facility.
3. The transit facility will provide a number of amenities which will encourage bicycle, pedestrian and transit usage.

4. A parking supply and layout that will encourage multi-purpose trips.

5. On-site management staff will promote and/or coordinate ridesharing and/or vanpooling services as well as disseminate information on transit operations and other priority parking for carpools and/or vanpools and emergency ride home services..

6. On-site Management will disseminate transit passes for employees who wish to use transit.

7. Shuttle service to and from the nearest Tri-Rail stations north and south of the site shall be provided in a manner that is consistent with encouraging transit usage and reasonably usable by employees. Service quality and quantity shall be monitored and reported. Coordination with the SFRTA for station access and promotion of ridership will be required.

8. Management staff will provide a liaison with South Florida Commuter Services to develop and maintain an effective TDM Program.

9. Connections will be made to the bicycle lanes on adjacent streets and bicycle racks will be provided on-site for bicycle storage.

EXHIBIT 3
VILLAGE AT GULFSTREAM PARK
DEVELOPMENT ORDER CONDITIONS

GROUP A- TRANSPORTATION IMPROVEMENTS

1. Intersection modifications at Hallandale Beach Boulevard & NE/SE 1st Avenue and Hallandale Beach Boulevard & Dixie Highway to create single point intersection, or install an alternative geometric configuration accepted by the City, Florida Department of Transportation (FDOT) and Broward County that eliminates split-phase signal operation on Hallandale Beach Boulevard.
2. Signal interconnection on Hallandale Beach Boulevard corridor from I-95 to State Road A1A as designed in the Broward County Advanced Transportation Management System Communications Design and Deployment Project (Phase 4). This shall include the following elements:
   - Lightning protection, grounding and surge protection system
   - Fiber optic cable
   - Repairs and replacement to conduit, as necessary
   - Pull boxes
   - Switches
   - Cabinet and controller equipment modifications, as necessary
   - CCTV equipment, assemblies and poles
   - Video encoders
3. Signal-controlled westbound dual right-turn movement onto the northbound I-95 ramps at Hallandale Beach Boulevard, subject to permit approval from FDOT. In the event that this improvement is not deemed feasible or is otherwise not permitted by FDOT, Applicant shall install a westbound right turn signal at the intersection of Hallandale Beach Boulevard and I-95 or implement a similar improvement subject to permit approval by FDOT.

GROUP B- SITE RELATED IMPROVEMENTS

1. New traffic signal, dual southbound left turn lanes and northbound right turn lane at US 1 and 9th Street, subject to permit approval from FDOT.
2. Median access closure at US 1 and 7th Street subject to permit approval from FDOT.
3. Super Stop along the east side of US 1 south and/or north of 5th Street subject to approval from the authorizing agencies including, but not limited to, the Broward County Mass Transit Division and after consultation as to design and location with FDOT District IV and Miami-Dade County Transit Division, with full array of the following amenities:
   - Transit route and system signs
   - Specialty paving
   - Passenger shelters
   - System Map/Fare Information
   - Route Map and Schedules
   - Benches
   - Leaning Rails
   - Trash Receptacles
   - Restroom for bus operators
   - Landscaping
   - Emergency Telephones
   - Lighting
   - Bicycle Storage
   - Information Kiosks
   - Bus Bays
   - Drinking Fountain

4. Establishment and implementation a pedestrian crossing plan in all directions at 5th Street and US 1 to serve the transit Super Stop.
5. Minimization of intersection width at US 1 and 5th Street by not providing exclusive northbound right turn lane on US 1 at the site entrance.
6. Adjustment to queue storage for northbound left turning vehicles at Hallandale Beach Boulevard and U.S. 1 by closing current channelized opening at S.E. 2nd Street and extending dual northbound left turn lanes, subject to approval from City of Hallandale Beach and permit approval from FDOT.
7. Provision of full-time access to the site at entrances along Hallandale Beach Boulevard and along U.S. 1.
8. Provision of multiple full-time access points along site perimeter and provide connectivity within the site to minimize the need for cars to make turning movements at Hallandale Beach Boulevard and US 1.
9. There shall be no vehicular access connection, except for emergency access as required by government between the Project and N.E. 213th Street within the City of Aventura. Vehicular access to N.E. 213th Street may be allowed only if and after the Developer, City of Hallandale Beach and the City of Aventura, by Resolution of the City Commission, in each party's sole discretion, mutually agree in writing to allow such access and providing the specific location of said access drive.

Group C- TRANSIT AND OTHER IMPROVEMENTS

1. Applicant shall post surety to the benefit of the South Florida Regional Transportation Authority and Broward County in the amount of $3.0 million. The benefit of this surety shall be directed towards the establishment of a North/South rail station to be located in a general area that includes Pembroke Road to the north and the Broward/Miami-Dade County line to the south, pending approval from the appropriate review agencies. If no binding commitment for a rail station is achieved within 24 months from posting of the surety, this posted surety is transferred to Broward County, to be used on any or all of the following bus transit projects outlined in 1 (a) - (c) below, or any similar programmed transit improvements serving the City of Hallandale Beach
   a) Implementation of new Limited Stop Service on U.S. 1
   b) Implementation of high capacity service on Hallandale Beach Boulevard
   c) Reduction in weekday headways on Route 28 from 30 minutes to 20 minutes
   d) Reduction in weekday headways on Route 5 from 60 minutes to 30 minutes
2. Until such time as a new rail station is constructed, or until the buildout date as defined in Condition 38 of this Development Order, whichever comes first, the Applicant shall provide shuttle service between the Hollywood Tri-Rail station to and from the site using a minimum of two vehicles, each operating a minimum of 8 hours per weekday.
3. Participate in charrette for Hallandale Beach and Hallandale Beach CRA to address redevelopment potential and connectivity between the Village at Gulfstream Park Site, the FEC corridor, and the City of Hallandale Beach CRA.
4. Provide payment of $300,000.00 to the Florida Department of Transportation, District 6, for the construction of ramp improvements at the interchange of I-95 and Ives Dairy Road for payment of the proportionate share of the project's impacts at Ives Dairy Road & I-95.
5. Provide payment of $250,000.00 to the City of Hollywood towards transportation improvements including, but not limited to traffic calming measures in the area bounded by Pembroke Road, Diplomat Parkway, Hollywood Boulevard and I-95, contingent upon an adopted plan to be developed and implemented by the City of Hollywood.
6. Provision of offsite parking for a minimum of 500 project employees at an off-site location or locations with transit service planned to be in place through the buildout phase of this DRI project, agreed upon for such use by the Applicant, Broward County and the City of Hallandale Beach.

EXHIBIT A
VILLAGE AT GULFSTREAM PARK DRI
DEVELOPMENT ORDER CONDITIONS

SITE RELATED ACCESS POINTS:

1. Hallandale Beach Blvd. and north project driveway- existing full access signalized
2. US 1 and 3rd Street- existing full-access signalized
3. US 1 and 5th- proposed SB Left-in, NB right-out from the site
4. US1 and 7th Street- existing directional (NB-only right-out from site) access point.
5. US 1 and 9th Street- existing directional access point; proposed full-access signalized access point.
6. US 1 and 11th Street- existing right-in/right out access point proposed directional access point.

EXHIBIT 5
Section 32-639, City of Hallandale Beach Code of Ordinances

Sec. 32-639. Garbage collection by city; private haulers; permit required.

(a) *Generally.* All garbage which is produced in the city shall be collected, conveyed and disposed of by the city except as provided in this section. No person shall collect or convey over any of the streets or alleys in the city any garbage produced in the city, without a hauling permit or disposal permit, as applicable, issued pursuant to this division. The issuance of such hauling permit shall be based solely on the factors set forth in subsection (e) of this section and in the case both of hauling permits and disposal permits on the inability or refusal of the city to provide service as the circumstances may require. Renewal of existing hauling permits shall be based upon compliance with the factors set out in subsections (e) and (f) of this section. Persons who are presently served by the holder of a hauling permit may obtain a disposal permit notwithstanding the present ability of the city to serve that account.

(b) *Frequency of pickups.* Days, hours and frequency of garbage pickups are in the sole discretion of the city manager. Restaurants and other establishments serving food for immediate consumption on or off the premises shall have garbage collection at least four times per week or as otherwise authorized by the city manager. Other nonresidential customers shall have garbage collection at least one time per week.

(c) *Prior placement.* No garbage, trash or bulk items to be collected by a private hauler shall be placed on the right-of-way for a period longer than 24 hours, prior to collection. (d) *Collection by private contractor.* No person shall collect, convey or dispose of any garbage accumulated in the city without first having obtained a permit from the city manager. A permit shall be issued only upon the criteria set forth.

(e) *Permit required.* Any person who wishes to obtain a permit to collect, convey or dispose of any garbage accumulated in the city must first make application to the city manager. The application shall include a cashier's check or certified check in the amount established for such permit and the established application fee for the permit. Each applicant shall submit in writing a list of its qualifications for a garbage permit. Such list shall include the following:

(1) Evidence of adequate number of trucks to provide service, and backup level to properly service the number of customer accounts applied for.

(2) Certification of proper and adequate insurance coverage of not less than $500,000.00 public liability insurance.

(3) Evidence of sufficient maintenance ability to meet the service needs of the number of trucks and equipment to be used by the permittee.

(4) Demonstration that a business office with a toll free telephone number will be operated to provide adequate response to customer inquiries or complaints. The office address shall be provided.

(5) Agreement that hours of service will be limited to the hours of 7:00 a.m. to 8:00 p.m. (6) Agreement that all pickup of food and other putrescents from commercial establishments shall be at least four times a week, regardless of the size of the container.

(7) Agreement that service will not be discontinued unless written notice is delivered to the address receiving the service ten days prior to the discontinuance of service, with a copy of the notice being sent at the same time to the city manager.

(8) Name, address and telephone number of the person to be contacted by city with reference to the operation of this section.

(9) Names and addresses of the owners of the company making the application. If the applicant is a corporation, this includes a list of all officers and directors. If the applicant is a partnership, this includes a list of all partners.

(10) The applicant shall provide a list of all felony convictions within the past ten years in federal court, or the court of any state for violation of antitrust, anticompetitive, racketeering or fraudulent practices laws with a brief description of the circumstances. This subsection also applies to all individuals listed in subsection (e)(9) of this section.

(11) The applicant shall list any and all cities and counties from which the applicant or the principals have involuntarily withdrawn service during the five-year period immediately preceding the date of the application. The applicant shall also list any and all franchises issued to the applicant which have been suspended or revoked for the five-year period immediately preceding the date of the application with a brief description of the reason for such withdrawal.

(f) *Issuance of hauling permit.*

(1) In determining whether to issue a hauling permit, the city manager shall consider the information provided by the applicant under subsection (e) of this section. The city manager shall determine, based on these criteria, whether the applicant has sufficient experience, ability, integrity and expertise to allow the applicant to successfully operate within the city in accord with all applicable laws and regulations. In analyzing the information provided in subsection (e)(10) and (11) of this section, the city manager shall consider the number and seriousness of the specific incidents listed.

(2) The minimum fee for a permit shall be payable in advance on or before October 1 of each year; provided that if more is due for the quarter commencing October 1 based on the cubic yards of available container capacity, such greater amount shall be paid. All permits shall expire each September 30. However, if a permit is granted for a period of less than six months, the minimum fee shall be half the established annual permit fee in addition to the application fee. A renewal application and an application fee is required each year. Such fee shall be payable on a quarterly basis in advance within 30 days of the beginning of each quarter, and the minimum fee due under this subsection shall be credited against the fee collected on a per-cubic-yard basis as reported to the city by the hauler in accordance with subsection (f)(5) of this section. Failure to timely provide information required under subsection (f)(5) of this section or to remit the fee required under this subsection (f)(2) shall be cause for revocation of any issued hauling permit and a violation of this Code punishable as provided in section 1-8.

(3) All changes in customer accounts, whether additions or deletions, shall be reported in writing to the city manager within five days of such change, including giving the name of such customer and the disposal permit number of such customer.

(4) a. The city manager is authorized to designate a disposal facility named in any interlocal or private waste disposal agreement entered into by the city, and to require holders of hauling permits to dispose of waste, recyclables and other materials of a similar nature at such location. Failure by a private hauling permit holder to dispose of waste, recyclables and other materials of a similar nature at such location shall be a violation of this Code, punishable as provided in section 1-8, and shall be cause for revocation of the violator's hauling permit.

b. Private haulers that do not deliver all solid waste collected in the city or the established quota of solid waste to the city's designated disposal facility are required to pay an equalization fee for any shortfall if the city is charged a shortfall fee by the facility. The fee may be reduced by a prorated percentage among haulers so that the equalization fees equal but do not exceed the city's shortfall charge.

c. The fee is due and payable within 30 days of invoice by the city. The failure to pay the equalization fee, as calculated by the city, shall be cause for revocation of the private hauler's permit.

(5) It shall be a condition of issuance or renewal of any hauling permit that the holder of such hauling permit shall report to the city on a quarterly basis at or before a date fixed by the city manager, the bulk tonnage of all materials originating within the city, conveyed, transported or disposed of by such private hauler and the following information about individual customers served by the hauler within the city:

a. Location of service.

b. Number, size and type of containers provided.
c. Frequency and days of week service is provided.
d. Duration of contract.
e. Name and address of each account.

This requirement shall also apply to persons currently holding a hauling permit, and it shall be deemed unlawful and a violation of this Code to fail to timely make the required report.

(5) All permitted private haulers conveying, transporting and disposing of newspapers, cardboard, paper, aluminum and similar materials suitable for recycling are required to conform to the requirements of subsection (f)(4) and (5) of this section. The exemptions provided for in section 32-647 do not relieve haulers from the requirements of subsection (f)(5) of this section.

(g) *Appeal to city commission upon denial of permit; retention of application fee.*

(1) Any person who applied for a permit for garbage collection and is refused such a permit may appeal directly to the city commission for a review of the decision of the city manager.

(2) This appeal shall be forwarded in writing to the city manager for placement on the commission agenda.

(3) If a permit application is denied and no appeal is taken under subsection (g)(1) of this section or if the city commission upholds the city manager's denial of a permit, the city manager shall refund the money submitted under subsection (e) of this section less the application fee.

(h) *Revocation of permit.* Should any person who holds a permit for garbage collection violate any of the provisions of the Code of Ordinances, or fail to do a required act of the Code of Ordinances, and should the city manager determine that a permittee is operating in a manner harmful to the health, safety or welfare of the citizens of the city, based upon the requirements of subsections (e) and (f) of this section, or in violation of such requirements, he may revoke the permit for collection of refuse after a hearing.

(1) Any revocation shall not be effective sooner than three days from the date of mailing and shall not be effective if the permittee requests a hearing within five days of that date. (2) The permittee shall be given at least seven days' notice of the time, date and place of a hearing to be held by the city manager or his designee. The notice shall state the charges or violations to be heard and shall be held in accordance with due process of law.

(3) At the conclusion of the hearing, the city manager may affirm the revocation or specify such compliance as may be necessary for compliance with this Code or applicable law.

(4) The decision of the city manager may be appealed to the city commission by the permittee's filing of a written request for hearing within ten days of the decision with the city clerk.

(5) Upon hearing, the city commission may affirm, modify or reverse the decision of the city manager.

(i) *Disposal permits.*

(1) The owner, tenant, occupant, or his agent, of the premises upon or from which such garbage is produced who desires to have such garbage collected, conveyed or disposed of by a hauling permit holder shall apply to the city manager for a disposal permit upon forms to be supplied by the city manager and shall pay an annual fee. Such application shall specify the nature of the garbage the applicant will dispose. The disposal permit provided in this subsection shall be nontransferable. It shall be unlawful for any person to offer garbage for collection, conveyance or disposal to any person other than the city unless the owner, tenant or occupant of the premises upon or from which such garbage is produced has first obtained the disposal permit required in this subsection. It shall also be unlawful for any person other than the city to collect, convey or dispose of garbage produced within the city unless the owner, tenant or occupant of the premises upon or from which such garbage is produced has first obtained the disposal permit required in this subsection. It shall further be deemed a violation of this Code subjecting the holder of a hauling permit to its revocation if such holder services a customer who does not hold a currently valid disposal permit.

(2) Persons served at the effective date of Ordinance No. 87-26 by a private hauler holding a valid hauling permit and occupational license shall obtain the disposal permit provided in this subsection within 90 days of such effective date. The city manager is authorized to promulgate rules and regulations reflecting proof of service by a private hauler at such effective date.

(Code 1980, § 24-8)

EXHIBIT 6
ITE 7th Edition Trip Generation Rates

P.M. Peak Hour Gross Trip Generation Rates

Land Use	Source	Independent Variable	Rate
Cinema	*	X = seats	T = 0.052 x X (48% in, 52% out)
Office	[ITE 710]	X = 1,000 s.f. GFA	T = 1.12(X) + 78.81 (17% in, 83% out)
Hotel	[ITE 310]	X = rooms	T = 0.59 * (X) (53% in, 47% out)
Residential/ Condos	[ITE 230]	X = dwelling units	Ln(T) = 0.82*Ln(X) +0.32 (67% in, 33% out)
Commercial Retail	[ITE 820]	X = 1,000 s.f. GFA	Ln(T) = 0.66*Ln(X)+3.4 (48% in, 52% out)

Notes:
* Based upon a locally-established rate agreed upon in the original traffic analysis methodology for the ADA.

All other trip generation rates are based upon data published by the Institute of Transportation Engineers (ITE) in *Trip Generation, Seventh Edition*.

ATTACHMENT E

City of Hallandale Beach
Community Bus
Annual Operating Cost

This cost is based on an hourly rate of $32.50. The community buses operate 6 days a week and 12 hours per day.

	Route 3	Route 1 & 2
October	$ 10,140.00	$ 20,280.00
November	$ 9,750.00	$ 19,500.00
December	$ 10,140.00	$ 20,280.00
January	$ 9,750.00	$ 19,500.00
February	$ 9,360.00	$ 18,720.00
March	$ 10,530.00	$ 21,060.00
April	$ 10,140.00	$ 20,280.00
May	$ 10,140.00	$ 20,280.00
June	$ 10,140.00	$ 20,280.00
July	$ 9,750.00	$ 19,500.00
August	$ 10,530.00	$ 21,060.00
September	$ 10,140.00	$ 20,280.00
	$ 120,510.00	$ 241,020.00

Operating Cost	$ 361,530.00
Printing & Signs	$ 1,500.00
Total Cost	$ 363,030.00

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL EXPENSE FY 07-08	ACTUAL EXPENSE FY 08-09	ADOPTED BUDGET FY 09-10	AMENDED BUDGET FY 09-10	ACTUAL EXPENSE AS OF 9/30/10	COMMISSION ADOPTED FY 10-11
CMAP	1. MAINTENANCE OF SWALES, ROADS, STORMDRAINS AND OTHERS			10,000			
	2. REPAIR AND INSTALLATION OF SIDEWALKS			10,000			
				20,000			
130-6340-559.33-18	STORM DRAIN SYSTEMS	0	0	10,000	10,000	9,965	10,000
LEVEL CMAP	TEXT			TEXT AMT			
	STORM DRAIN REPAIRS AND INSTALLATION MATERIALS SUCH AS INLET BOXES, FILTER PAPER, DRAIN PIPES, CONCRETE & CURB REPLACEMENT, SOD, SHRUBS, ROCK, ASPHALT & OTHER APPURTENANCES FOR REQUIRED DRAIN INCLUDING TRUCK TIME & DELIVERY CHARGES.(TOTAL $23K, $13K IN STORMWATER)			10,000			
				10,000			
130-6340-559.33-35	STREET RESURFACE/REPAIR	300,688	5,740	0	0	0	0
*	REPAIRS AND MAINTENANCE	323,142	19,453	45,000	45,000	25,105	30,000
130-6340-559.34-04	CONSULTANTS AND CONTRACTS	7,084	18,301	0	15,050	0	0
130-6340-559.34-55	OUTSIDE SERVICES	38,305	33,150	153,669	165,806	124,156	143,169
LEVEL CMAP	TEXT			TEXT AMT			
	1. LANDSCAPING SERVICES (FEC & FOSTER ROAD)			40,000			
	2. CASH FOR TRASH PROGRAM			1,500			
	3. ADOPT-A-STREET			500			
	4. OPERATION OF ROUTES 1, 2 AND 3 (ROUTE 3 - THE COUNTY WILL REIMBURSE THE CITY $46,800) TOTAL $318,506 SPLIT CRA $101,169; TRANSPORTATION $217,337			101,169			
				143,169			
*	OTHER SERVICE CHARGES	45,389	51,451	153,669	180,856	124,156	143,169
130-6340-559.65-06	MACHINERY & EQUIPMENT	0	0	0	18,000	15,349	0
130-6340-559.65-12	EXTENSIONS & MODIFICATION	0	0	200,000	418,750	139,554	0
130-6340-559.65-17	SPECIAL EQUIPMENT	0	0	0	1,252	0	0
130-6340-559.65-37	PLAYGROUND EQUIPMENT	0	80,186	0	4,313	0	0
*	CAPITAL OUTLAY	0	80,186	200,000	442,315	154,903	0
130-6340-559.66-14	SIGNAGE >$1,000	0	3,030	0	0	0	0
130-6340-559.66-29	IMPROVEMENTS & EXTENSIONS	257,849	645,370	275,000	8,756,313	990,737	4,011,881
LEVEL CMAP	TEXT			TEXT AMT			
	1. SE 2ND STREET EXTENSION		#104101	150,000			
	2. MODEL BLOCK		#056301	50,000			
	3. CRA DRAINAGE IMPROVEMENT (TOTAL $2,350,000 SPLIT W/STORMWTR $1,350,000)		#996301	1,000,000			
	4. HMGP-NE DRAINAGE PROJECT		#094901	2,811,881			
				4,011,881			
130-6340-559.66-35	ROAD CONSTRUCTION	0	8,400	0	518,151	154,404	0
*	CAPITAL IMPROVMENT	257,849	656,800	275,000	9,274,464	1,145,141	4,011,881

ATTACHMENT F

COMMISSION ADOPTED BUDGET
FOR FISCAL YEAR 2010-2011

ACCOUNT NUMBER	ACCOUNT DESCRIPTION	ACTUAL EXPENSE FY 07-08	ACTUAL EXPENSE FY 08-09	ADOPTED BUDGET FY 09-10	AMENDED BUDGET FY 09-10	ACTUAL EXPENSE AS OF 9/30/10	COMMISSION ADOPTED FY 10-11
	MINIBUS TRANSIT SYSTEM						
160-4130-544.32-14	SIGNS	434	0	500	1,194	1,194	1,000
*	MATERIALS AND SUPPLIES	434	0	500	1,194	1,194	1,000
160-4130-544.34-08	PRINTING & BINDING	655	0	1,000	1,292	1,291	1,000
160-4130-544.34-55	OUTSIDE SERVICES	230,540	231,532	217,337	254,950	237,102	212,337
	LEVEL TEXT: CMAP OPERATION OF ROUTES 1, 2 AND 3 (ROUTE 3 - THE COUNTY WILL REIMBURSE THE CITY $46,800) TOTAL $318,506 SPLIT CRA $101,169; TRANSPORTATION $217,337			TEXT AMT: 212,337			
				212,337			
*	OTHER SERVICE CHARGES	231,195	231,532	218,337	256,242	238,393	213,337
160-4130-544.65-14	PASSENGER VEHICLES	0	0	0	69,900	69,900	75,000
	LEVEL TEXT: CMAP MINIBUS (REPLACE VEHICLE #835)			TEXT AMT: 75,000			
				75,000			
*	CAPITAL OUTLAY	0	0	0	69,900	69,900	75,000
**	MINIBUS TRANSIT SYSTEM	231,629	231,532	218,837	327,336	309,487	289,337
***	TRANSPORTATION SERVICES	872,243	1,323,648	1,791,527	2,411,265	1,200,897	1,666,414

ATTACHMENT F

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

COMMUNITY BUS SERVICE
FINANCIAL ASSISTANCE ONLY

INTERLOCAL AGREEMENT

between

BROWARD COUNTY

and

CITY OF HALLANDALE BEACH

for

COMMUNITY BUS SERVICE
FINANCIAL ASSISTANCE ONLY

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

AND

CITY OF HALLANDALE BEACH, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people traveling within and throughout CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation for residents of CITY and those persons traveling within or throughout CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of CITY and those persons traveling within or throughout CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, CITY has expressed an interest in providing an alternate form of transportation by utilizing vehicles provided by COUNTY; NOW, THEREFORE,

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

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

1.1 ADA - American with Disabilities Act of 1990, 42 USC Sections 12101 et seq. and the implementing regulations found in 29 CFR Parts 1630, 1602; 28 CFR Part 35, 49 CFR Parts 27,37,38, 28 CFR Part 36, and 47 CFR Sections 64.601 et seq.

1.2 Agreement - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.

1.3 Board - The Broward County Board of County Commissioners.

1.4 BCT - The Broward County Transit Division.

1.5 Contract Administrator - The Broward County Administrator, the Director of the Broward County Transportation Department, or designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with CITY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.

1.6 County Administrator - The administrative head of COUNTY pursuant to Sections 3.02 and 3.03 of the Broward County Charter.

1.7 County Attorney - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.

1.8 Emergency Service - Emergency Service shall mean service scheduled at the direction of COUNTY during periods of adverse weather or other emergency conditions as determined by COUNTY including, but not limited to, inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or other periods of extreme or catastrophic events.

1.9 Vehicle(s) - The wheelchair accessible, passenger Vehicle(s), as described in Exhibit "E."

ARTICLE 2
SCOPE OF SERVICES
SERVICES TO BE PROVIDED BY CITY

2.1 CITY 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 made a part hereof. The provision of transportation services may be performed by CITY through the use of its employees or CITY may enter into a contract with a third party to perform the services. In the event CITY contracts with a third party, CITY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by CITY shall be effective only upon the written consent of Contract Administrator.

The services to be provided shall include the following:

2.1.1 Service shall be provided a minimum of twenty four (24) hours a week to certain locations and at scheduled intervals as listed on the attached Exhibit "A." CITY acknowledges and agrees that it shall not deviate or make changes to the service routes established in Exhibit "A," including but not limited to a decrease or increase in revenue service hours, without the prior written consent of Contract Administrator. CITY further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1, and COUNTY shall not compensate CITY for any deviations or changes from the service routes established in Exhibit "A" without the prior written consent of Contract Administrator.

2.1.2 If CITY determines a fare to be appropriate prior to beginning service under the terms of this Agreement, CITY may institute such fare; provided, however, that such fare shall never exceed one-half (1/2) of the fixed-route, full adult COUNTY fare. A public hearing shall be held by the CITY prior to the institution of any proposed fare or fare increase. COUNTY must approve, in writing, the imposition of a fare prior to implementation by CITY.

2.1.3 CITY, in compliance with the provisions of 49 USC Section 5307(d)(l), shall hold a public hearing before its City Commission as follows:

(1) Prior to the implementation or change in fares.
(2) Prior to any change in service affecting twenty-five percent (25%) or more to the route miles, when calculated on total route miles or on daily revenue miles.
(3) Prior to establishing a new transit route.
(4) Prior to discontinuing any transit route in its entirety.

(5) Prior to implementing headway adjustments of more than ten (10) minutes during peak service hours or more than twenty (20) minutes during non-peak hours.

At least one Notice of Intent to Hold a Public Hearing must be published in a newspaper of general circulation in Broward County no less than ten (10) days prior to the date of the public hearing. The notice shall contain, at a minimum:

(1) A description of the contemplated service or fare change, as appropriate.
(2) The date, time, and accessible location of the hearing.
(3) The location and addressee to whom written comments may be sent.
(4) Criteria for requesting available accommodations and alternative formats.

In the event that service changes are necessitated by road closures or road construction/repair, interruptions due to hurricane or other natural disaster, Contract Administrator may authorize service reductions on a temporary basis, without a prior public hearing, for a period not to exceed six (6) months. The temporary change in service shall be given widest possible advance notice through the use of flyers, handouts, or other printed material and shall include a telephone number to inquire further about the change or through which individual patrons may seek alternative format information.

2.1.4 CITY shall provide COUNTY with the notice and minutes of all public hearings held to satisfy the requirements of 49 USC Section 5307(d)(1)(I).

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

2.1.6 Within six (6) months after the start of service, CITY shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle operated by CITY. It is understood and agreed between COUNTY and CITY that CITY's failure, to maintain a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any six (6) month period shall constitute a breach of this Agreement, entitling COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. CITY shall be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination. CITY shall return any and all funds paid in advance to CITY for services that were not performed prior to the date specified in the written notice of termination. CITY shall return the funds within ten (10) days of receipt by CITY of the notice of termination.

2.1.7 Vehicle(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by CITY or its contractors. These employees shall provide full utilization of Vehicle(s) to disabled passengers. CITY or its contractor shall obtain driving and criminal background checks for all operators from the State of Florida Department of Law Enforcement or other sources approved by Contract Administrator. CITY and/or its contractor shall require its operators performing the services hereunder to notify CITY within 24 hours of any conviction for any traffic violation (except parking).

2.1.8 CITY, or its third party contractor, shall not permit any driver to operate a Vehicle provided herein whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

(a) Driver must have been a licensed driver for at least three (3) years (Time spent driving on a learner's permit does not count towards this requirement).

(b) No more than one (1) moving violation in the past three (3) years.

(c) No AT-FAULT accidents in the last three (3) years.

(d) No Failures to Appear or Failures to Pay in the last three (3) years.

(e) No Reckless Driving within the last seven (7) years.

(f) No Driving Under the Influence within the last seven (7) years. Two convictions (lifetime) for DUI is an automatic disqualification.

(g) No suspensions within the last three (3) years (one suspension for PIP permitted).

(h) No Manslaughter resulting from the operation of a motor vehicle.

(i) No Hit-Run or Hit-Run Property Damage.

(j) No Reckless Driving causing injury.

(k) No Driving Under the Influence causing injury.

(l) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

2.1.9 Florida Commercial Driver's License operators hired by CITY or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.

2.1.10 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that CITY's scheduled service shall not duplicate existing COUNTY bus service.

2.1.11 CITY shall maintain the Vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep Vehicle(s) in reasonable condition at all times.

2.1.12 CITY while providing the community bus activities addressed herein shall comply, and assures the compliance of any third party contractor, with the applicable laws and regulations relating to nondiscrimination on the basis of disability:

1. Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S. C. Section 794, prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

2. The Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 et seq., prohibits discrimination against qualified individuals with disabilities in all programs, activities, and services of public entities, as well as imposes specific requirements on public and private providers of transportation.

3. DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.

2.1.13 In accordance with Broward County Ordinance 92-8, CITY certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event CITY contracts with a third party to perform the services addressed herein, such contractor shall comply with COUNTY's Drug-Free Workplace Program requirements.

2.1.14 CITY agrees to participate in BCT's drug and alcohol testing program, or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event CITY subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by Contract Administrator must be included in any subsequent agreement. CITY further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the BCT Director (a model format for certifying compliance is attached as Exhibit "D").

2.1.15 CITY agrees to prepare, maintain, and submit annual reports to COUNTY summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to COUNTY by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, CITY shall provide quarterly reports to COUNTY summarizing its drug and alcohol testing results and shall permit COUNTY to inspect its records during site visits, to ensure compliance with program requirements.

2.1.16 CITY agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and COUNTY-assigned identification number shall be conspicuously displayed on the rear of the Vehicle(s) at all times.

2.1.17 CITY shall maintain certain records of information and data in the format prescribed by COUNTY. CITY shall supply the reports listed below to COUNTY pursuant to the schedule as set forth below. Reports shall be transmitted to COUNTY in a format that can be read and updated using standard software tools compatible with COUNTY's system, such as Microsoft Excel, Microsoft Word and Acrobat Reader.

Immediately:

Reports of all accidents/incidents (loss of life, injuries, stoppage, or major disruption of service)

Monthly by the seventh (7) business day of each month:
Ridership report (# of passengers, revenue miles, Vehicle miles, per Vehicle)

Current roster of drivers

Revenue Vehicle System Failure (mechanical failure of Vehicle that occurs in revenue service).

Fuel usage for revenue service Vehicles in gallons

Complaint summary as required in Article 3 herein

Yearly:

Vehicle inventory and mileage on each Vehicle

Current insurance certificate in accordance with COUNTY requirements

National Transit Database Operating Expenses Summary Form

Safety Certification to COUNTY no later than February 15th annually for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SPP), and the performance of safety inspections on all Vehicles operated by CITY or its contractors. The Safety Certifications shall comply with the standards set forth in Rule14-90, Florida Administrate Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently in enacted or as may be amended from time to time.

2.1.18 CITY shall at all times have and maintain in proper working order a dedicated TTY number.

2.1.19 In the event that the Vehicle(s) is not equipped with an audio/visual system to automatically announce major intersections, destination points and transfer points with other fixed routes, internally both audibly and on a signboard, the operator shall use the internal announcement feature of the on-board public address (PA) system to make the announcements set forth below. In the event that the PA system is not available or is inoperable, the operator shall make the following required announcements using his/her own voice loudly and clearly to be heard by all passengers:

a. transfer points with other fixed-routes; and
b. other major intersections and destination points; and
c. intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
d. any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

2.1.20 CITY shall be solely responsible to provide, during the term of this Agreement, a high quality community bus service which shall include, but not be limited to, all Vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of

the community bus service required herein throughout the term of this Agreement.

2.1.21 CITY service shall connect with regular COUNTY bus routes and community bus routes, as set forth in Exhibit "A."

2.1.22 CITY agrees to comply with 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth in 49 CFR Part 604. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

2.1.23 CITY shall comply with the provisions of 69 U.S.C. 5323(f) and 49 CFR Part 605; and may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, Vehicles, or facilities

2.2 Maintenance of Vehicles. CITY shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s). CITY shall perform additional cleaning and extermination for pests in the Vehicle(s). All equipment on the Vehicle(s) shall be maintained in a fully and proper operable condition at all times (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CITY agrees to maintain all Vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.

2.2.1 CITY shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CITY shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day and shall utilize the form attached hereto attached hereto as Exhibit "G." In addition, CITY shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle(s).

2.2.2 COUNTY may conduct periodic inspections using its own or contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufacturers' specification and any Vehicle not determined by COUNTY to be acceptable will be removed from service by CITY and all deficiencies corrected immediately. At COUNTY's request, CITY shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.

2.2.3 CITY agrees to allow such on-board surveys and/or inspections as may be requested by COUNTY. COUNTY shall have the right to inspect the Vehicle(s) during CITY's regular hours or at any time in case of emergency to determine whether CITY has complied with and is complying with the terms and conditions of this Agreement. COUNTY may, at its discretion, require CITY to effect repairs.

2.3 CITY shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and COUNTY regulations, laws, and licensing requirements prior to and at all times while operating Vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.

2.4 Safety and Security Reporting Requirements. CITY shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:

(a) CITY shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit Vehicle. A Major Incident involves one of the following conditions:

- $ A fatality due to an incident which shall include suicides, but does not include deaths by natural causes, or death not associated with an incident
- $ Injuries requiring immediate medical attention away from the scene for one or more persons
- $ Total property damage is equal to or in excess of $25,000.00
- $ An evacuation due to life safety reasons

(b) A summary report of all Non-Major Incidents involving a transit Vehicle. A Non-Major Incident involves one of the following conditions:

- $ Where one person is transported for off-site medical care
- $ Total property damage is equal to or in excess of $7,500.00, but less than $25,000.00
- $ All non-arson fires not qualifying as Major Incidents
- $ All crimes aboard transit Vehicle(s) and resulting arrests.

2.5 Minimum Standards. CITY agrees to comply with the following minimum standards:

(a) CITY, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

(b) CITY agrees to comply with the following minimum standards:

(1) Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP)) that complies, with the safety standards set forth in Rule 14-90.

(2) Make the SSPP and SPP available for review and/or inspection at least annually and upon request of COUNTY.

(3) Permit inspections, safety and security review by COUNTY and/ or the state of Florida.

(4) Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all Vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.

(5) All Vehicle(s) shall be kept clean and orderly during all times of active service.

(6) All accidents shall be reported immediately to the police.

(7) Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

(8) Advertising, if allowed by COUNTY on any Vehicle, shall not obstruct the driver's view and shall not obstruct the Vehicle's top lights or other lights. No Vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.

(9) All Vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.

(10) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

(11) The interior of the Vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.

(12) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.

(13) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.

(14) The body, fenders, doors trim and grill of the Vehicle(s) shall be free from cracks, breaks and dents, and painted.

(15) Vision shall be unobstructed on all four (4) sides of the Vehicle(s).

2.6 EQUIPMENT

2.6.1 CITY shall utilize one (1) wheelchair accessible, passenger Vehicle(s), as described on Exhibit "E" to be used in regular route service as set forth in Exhibit "A." Such Vehicle(s) shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations.

2.6.2 Vehicle(s) used by CITY, or its subcontractor, to provide services pursuant to this Agreement, shall be equipped with bicycle racks or similar device used to transport non-motorized bicycles.

2.7 SERVICES TO BE PROVIDED BY COUNTY

2.7.1 COUNTY shall provide CITY with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation shall be the responsibility of CITY and must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, CITY desires to supply its own signage at its own expense such signage must be approved by COUNTY.

2.7.2 COUNTY, in its sole discretion, acting through its Contract Administrator, may authorize a replacement Vehicle(s). In the event that a Vehicle(s) is replaced, Exhibit "E" shall be updated. CITY's use of any replacement Vehicle(s) shall be subject to all terms and conditions of this Agreement.

2.8 TECHNICAL ASSISTANCE

2.8.1 COUNTY shall provide Florida Commercial Driver's License operators hired by CITY or its contractors with training in passenger relations, rules of the road, and transit system information. All Florida Commercial Driver's License operators shall be required to attend and successfully complete COUNTY's training program prior to operating the Vehicle(s) addressed herein. This requirement shall extend to any and all Florida Commercial Driver's License operators employed at any time during the term of this Agreement. In the event training is not available, Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the Vehicle(s), for Florida Commercial Driver's License operators to attend and complete COUNTY's training.

2.8.2 COUNTY shall assist CITY staff with any aspect of planning and scheduling of public transit routing that CITY might request.

2.8.3 COUNTY shall print and provide CITY with bus route timetables sufficient to inform CITY residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.9 CITY acknowledges and agrees that Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

2.10 EMERGENCY SERVICE.

2.10.1 In addition to the scheduled community bus service as set forth in Exhibit "A," CITY, upon direction of BCT, may be required to provide Emergency Service. Emergency Service may include, but shall not be limited to, evacuation and reverse evacuation transportation for individuals, as well as any other transportation deemed necessary by COUNTY staff. The parties agree that extreme conditions or catastrophic events may not affect the operations of all cities equally and at COUNTY's discretion, COUNTY may require CITY to authorize the use of Vehicle(s) leased to CITY herein by any other city that that has an agreement with COUNTY for Community Bus Service. CITY shall not be entitled to any compensation for the use of any Vehicle that is utilized by another CITY as set forth above. Fares shall not be collected from passengers during Emergency Service.

2.10.2 Suspension of Operations: CITY may suspend all or a portion of service when said performance is made impossible by inclement weather, hurricane, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature, act of a public enemy, epidemic, quarantine, restriction, embargo, or any other unforeseeable cause beyond control of CITY or its contractor. CITY shall request verbal or written approval of COUNTY prior to suspending operations.

2.10.3 Emergency Response Plan: CITY shall have a plan, updated on an annual basis, to maintain operations during the occurrence of emergencies such as, but not limited to; natural disasters and acts of terrorism. Plans for backup telecommunications such as cellular phones, backup generators and backup fuel sources and other alternatives shall be detailed in a written plan and submitted to COUNTY thirty (30) days from the effective date of this Agreement.

2.11 ADVERTISING

2.11.1 CITY shall not place advertisements of any kind or nature on any Vehicle(s) without the prior written approval of Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations, as currently enacted or as may be amended from time to time. Additionally, CITY, subject to approval of Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for Transit Advertising Program dated April 28, 2009.

ARTICLE 3
COMPLAINTS

3.1 CITY shall respond to complaints regarding the quality of service brought by patrons or by COUNTY on its own initiative or otherwise. Such response shall be provided by CITY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. CITY shall copy Contract Administrator on all correspondence. At the request of COUNTY, CITY shall meet with Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CITY as expeditiously as possible.

3.1.1 CITY shall be required to resolve all written and oral complaints received from the public or COUNTY. CITY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.

3.1.2 CITY shall submit a monthly report to Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, CITY shall prepare and furnish such other reports as Contract Administrator may, from time to time, require.

ARTICLE 4
TERM AND TIME OF PERFORMANCE

4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall end on September 30, 2012; the term may be extended for up to two (2) additional one (1) year periods upon written approval of Contract Administrator ninety days prior to the expiration date of the current term. 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 the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

4.2 Prior to beginning the performance of any services under this Agreement, CITY must receive a Notice to Proceed from Contract Administrator.

ARTICLE 5
FINANCIAL ASSISTANCE

5.1 COUNTY agrees to pay CITY Fifteen Dollars ($15.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, during the term of this Agreement. CITY shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof. The funds addressed herein shall be used by CITY solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay CITY, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

5.1.1 Advance payments made by COUNTY to CITY for any quarter based on projected revenue service hours will be adjusted by COUNTY in future quarterly payments based on the actual revenue hours achieved.

5.2 The name of the official payee to whom COUNTY shall issue checks shall be the CITY OF HALLANDALE BEACH.

5.3 METHOD OF BILLING AND PAYMENT

5.3.1 CITY shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the Vehicle(s) under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "F" attached hereto and made a part hereof.

ARTICLE 6
CHANGES IN SCOPE OF SERVICES

6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.16 below.

6.2 Any appreciable changes in the level of services, as determined by Contract Administrator's sole discretion, to be provided by CITY as set forth herein shall only be implemented after COUNTY and CITY have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of

COUNTY once again providing public transportation services if ridership levels warrant expanded service.

6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by Contract Administrator.

ARTICLE 7
INDEMNIFICATION / GOVERNMENTAL IMMUNITY

7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. CITY is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8
INSURANCE

8.1 The parties hereto acknowledge that CITY is an entity subject to Section 768.28, Florida Statutes, and CITY shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement. CITY shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes.

8.2 If CITY contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: CITY's contractor shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by intentional or negligent act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary

by Contract Administrator and County Attorney, any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COUNTY.

Insurance: CITY's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of CITY's performance pursuant to the provisions of any agreement with CITY involving the Vehicle(s) provided hereunder, CITY shall deliver the original certificate of insurance required herein to COUNTY. CITY shall pay the premiums for all insurance required by this Agreement. CITY shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 9
TERMINATION

9.1 This Agreement may be terminated for cause by action of the Board or by CITY upon thirty (30) days' written notice by the party that elected to terminated, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.

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

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

9.4 CITY acknowledges and agrees that Ten Dollars ($10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by CITY, is given as specific consideration to CITY for COUNTY's right to terminate this Agreement for convenience.

9.5 Upon termination of this Agreement for whatever reason, CITY shall return the Vehicle leased herein to COUNTY within seven (7) days of the termination date. CITY shall return the equipment to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. CITY's obligation to return the equipment to COUNTY in the condition it was received shall include the removal of any painting or wrapping of the Vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the Vehicle for return to COUNTY shall be the sole responsibility of CITY. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the Vehicle prior to acceptance and should the Maintenance Transit Manager determine that the Vehicle is not in the proper condition, CITY shall at its sole cost and expense remedy any and all deficiencies indentified by the Maintenance Transit Manager.

ARTICLE 10
MISCELLANEOUS

10.1 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, CITY 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 CITY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by CITY to Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CITY shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

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

CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to CITY's and its subcontractors' records, CITY and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CITY or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

CITY shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section 10.2.

10.3 EEO COMPLIANCE

CITY shall not unlawfully discriminate on the basis of race, color, national origin, sex, religion, age, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement, the solicitation for or purchase of goods or services relating to this Agreement, or in subcontracting work in the performance of this Agreement and shall not otherwise unlawfully discriminate in violation of the Broward County Code, Chapter 16½, as may be amended from time to time. CITY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 21 and 26, as amended. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

CITY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. CITY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, CITY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons.

By execution of this Agreement, CITY represents that it has not been placed on the discriminatory vendor list (as provided in Section 287.134, Florida Statutes, as may be amended from time to time). 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 recover from CITY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

Consistent with the provisions of the Title VI, FTA Circular 4702.1A, CITY, as a grant recipient of FTA assisted funds, CITY shall ensure that transit services and related benefits shall be distributed in an equitable manner with no discrimination on the grounds of race, color, or national origin. Accordingly, CITY shall provide information to the public regarding its Title VI complaint procedures and apprise members of the public of protections against discrimination afforded to them by Title VI, including, but not limited to posting notices on its vehicle(s), website, and bus schedules.

10.4 PUBLIC ENTITY CRIME ACT

CITY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and 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 COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CITY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" 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 CITY has been placed on the convicted vendor list.

10.5 INDEPENDENT CONTRACTOR

CITY is an independent contractor under this Agreement. Services provided by CITY pursuant to this Agreement shall be subject to the supervision of CITY. In providing such services, neither CITY nor its agents shall act as officers, employees, or agents of

COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to CITY or CITY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

10.6 THIRD PARTY BENEFICIARIES

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

10.7 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 Transit Division
3201 West Copans Road
Pompano Beach, FL 33069

FOR CITY:

City Manager
City of Hallandale Beach
400 s. Federal Highway
Hallandale Beach, FL 333009

10.8 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, CITY shall not subcontract any portion of the work required by this Agreement, except as authorized herein. COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CITY of this Agreement or any right or interest herein without COUNTY's written consent.

CITY 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/she will render his/her services.
CITY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CITY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.9 CONFLICTS

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

CITY further agrees that none of its 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 CITY is not a party, unless compelled by court process. Further, CITY agrees 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 CITY 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 CITY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CITY agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CITY.

10.10 MATERIALITY AND WAIVER OF BREACH

COUNTY and CITY agree that each requirement, duty, and obligation set forth herein was bargained for at arms'-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

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

10.11 COMPLIANCE WITH LAWS

CITY 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.

10.12 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or CITY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.13 JOINT PREPARATION

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

10.14 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 10 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 shall prevail and be given effect.

10.15 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CITY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

10.16 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 CITY or others delegated authority to or otherwise authorized to execute same on their behalf.

10.17 PRIOR AGREEMENTS

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

10.18 HIPAA COMPLIANCE

It is expressly understood by the parties that COUNTY personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event CITY is considered by COUNTY to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), CITY shall fully protect individually identifiable health information as required by HIPAA and, if requested by COUNTY, shall execute a Business Associate Agreement in the form attached hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, CITY shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of CITY's and COUNTY's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. COUNTY hereby authorizes the County Administrator to sign Business Associate Agreements on its behalf.

10.19 PAYABLE INTEREST

10.19.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CITY waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

10.19.2. Rate of Interest. In any instance where the prohibition or limitations of Section 10.19.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

10.20 INCORPORATION BY REFERENCE

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

10.21 REPRESENTATION OF AUTHORITY

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

10.22 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its County Administrator, authorized to execute same by Board action on the 25 day of August, 2009, and CITY, signing by and through its _____, duly authorized to execute same.

COUNTY:

BROWARD COUNTY, by and through its County Administrator

By _____
County Administrator

13th day of October, 2009

Insurance requirements approved by Broward County Risk Management Division

By _____

Approved as to form by
Office of County Attorney
Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Sharon V. Thorsen
Senior Assistant County Attorney

CITY:

Approved by Resolution no: N/A

Dated: N/A

ATTEST:

City Clerk

CITY OF HALLANDALE BEACH

By: City Manager

day of , 20 .

(CORPORATE SEAL)

APPROVED AS TO FORM:

By: City Attorney

SVT:slw
9/3/09
2009HALLANDALEfinanasst
8-114.20

Exhibit A

Hallandale Beach Route 3

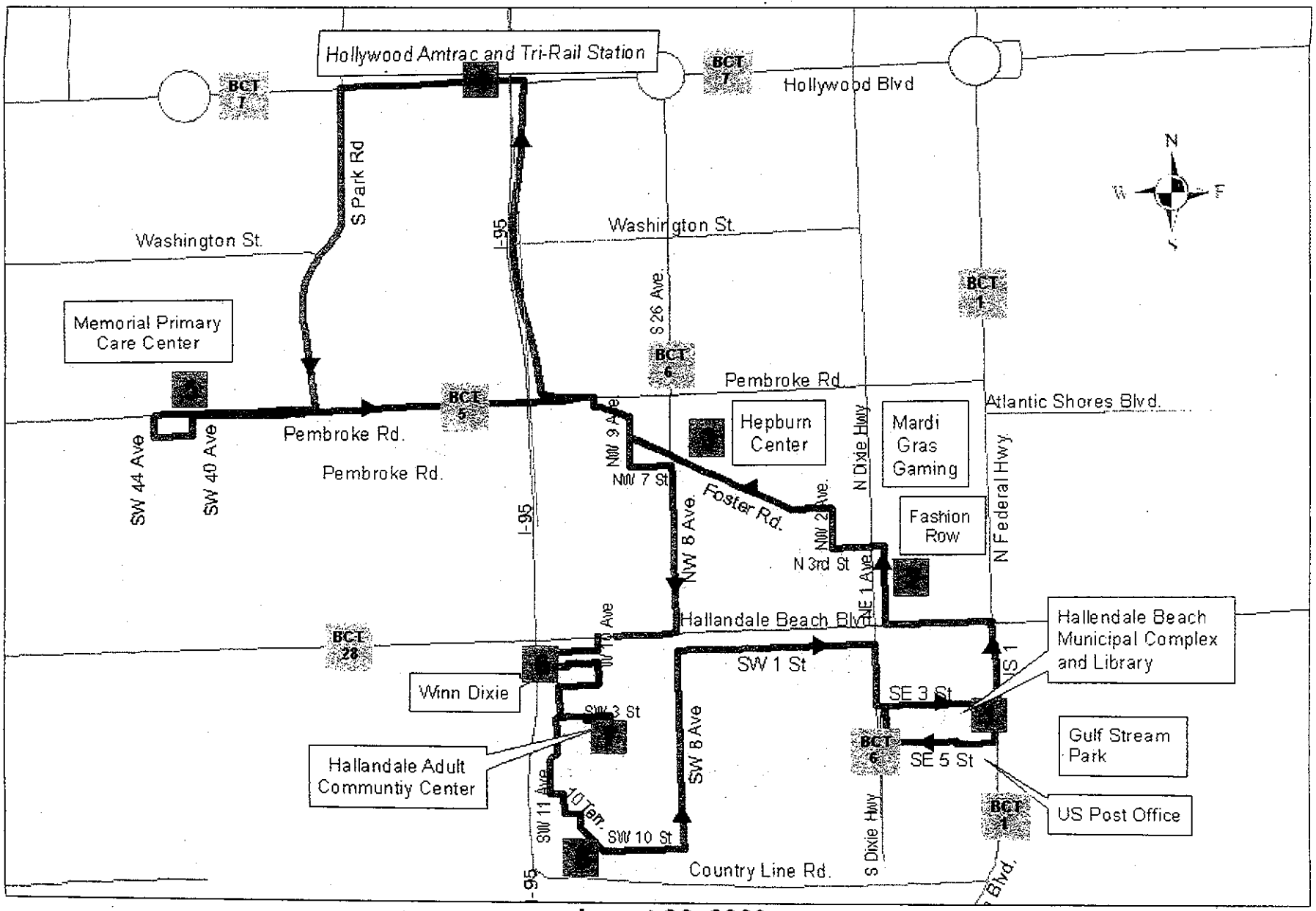
Weekdays & Saturday

Hallandale Beach City Hall & Library	Fashion Row NE 1 Ave	Hepburn Center NW 8 Ave	Hollywood Tri-Rail	Memorial Primary Care Center	Winn-Dixie NW 10th Terrace	Hallandale Adult Community Center	SW 10 Terr & SW 10 Ave
1	**2**	**3**	**4**	**5**	**6**	**7**	**8**
7:00	7:06	7:12	7:18	7:25	7:36	7:39	7:46
8:00	8:06	8:12	8:18	8:25	8:36	8:39	8:46
9:00	9:06	9:12	9:18	9:25	9:36	9:39	9:46
10:00	10:06	10:12	10:18	10:25	10:36	10:39	10:46
11:00	11:06	11:12	11:18	11:25	11:36	11:39	11:46
12:00	**12:06**	**12:12**	**12:18**	**12:25**	**12:36**	**12:39**	**12:46**
1:00	**1:06**	**1:12**	**1:18**	**1:25**	**1:25**	**1:36**	**1:46**
2:00	**2:06**	**2:12**	**2:18**	**2:25**	**2:25**	**2:36**	**2:46**
3:00	**3:06**	**3:12**	**3:18**	**3:25**	**3:25**	**3:36**	**3:46**
4:00	**4:07**	**4:14**	**4:21**	**4:29**	**4:25**	**4:40**	**4:46**
5:00	**5:07**	**5:14**	**5:21**	**5:29**	**5:25**	**5:40**	**5:46**
6:00	**6:07**	**6:14**	**6:21**	**6:29**	**6:30**	**6:40**	**6:46**
7:00							

8/26/2009

Exhibit A

Hallandale Beach Route 3



August 26, 2009

EXHIBIT "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned municipality/Contractor hereby certifies that it will provide a drug-free workplace program by:

1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, 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) Establishing a continuing drug-free awareness program to inform its employees about:
   - i) The dangers of drug abuse in the workplace;
   - ii) The policy of maintaining a drug-free workplace;
   - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
   - iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace;

3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1);

4) Notifying all employees, in writing, of the statement required by subparagraph 1), that as a condition of employment on a covered contract, the employee shall:
   - i) Abide by the terms of the statement; and
   - ii) Notify the employer in writing of the employee's conviction under a criminal drug statue for a violation occurring in the workplace no later than 5 calendar days after such conviction;

5) Notifying Broward County government, in writing, within 10 calendar days after receiving notice under subdivision 4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

6) Within 30 calendar days after receiving notice under subparagraph 4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace;
   - i) Taking appropriate personnel action against such employee up to and including termination,; or
   - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a

federal, state, or local health, law enforcement, or other appropriate agency; and

7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1) through 6).

Authorized Signature and Title

D. Mike Good, City Manager
Printed Name and Title

STATE OF Florida

COUNTY OF Broward

Approved as to Form and Sufficiency
City Attorney

The foregoing instrument was acknowledged before me this 7 day of OCT, 20 09, by D. Mike Good (Name of Person Whose Signature is Notarized) as City Manager (Title) of the City of Hallandale Beach known to me to be the person described herein.

NOTARY PUBLIC

Signature

Chinta Jones
Print Name

My Commission Expires: NOV. 5, 2011

CHINTA JONES
MY COMMISSION # DD 731391
EXPIRES: November 5, 2011
Bonded Thru Notary Public Underwriters

EXHIBIT "C"

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WY LIMOU-1 | DATE (MM/DD/YYYY) 05/29/09

PRODUCER
ISU Insurance Serv. of Irvine
DBA of Norton Ins. Srvc., Inc.
5 Corporate Park, Suite #170
Irvine CA 92606-5164
Phone: 949-419-2100 Fax: 949-419-0491

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Limousines of South FL, Inc.
2595 NW 38th Street
Miami FL 33142

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Insurance	
INSURER B: National Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	EPCA000269	06/01/09	06/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CA00219871	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A		OTHER Excess Auto Liab	EXCA000260	06/01/09	06/01/10		1,000,000 *
A		Excess Auto Liab	EXCA000260	06/01/09	06/01/10		4,000,000**

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED UNDER THE AUTO AND GENERAL LIABILITY AS RESPECTS OPERATIONS OF THE NAMED INSURED.
SEE ATTACHED VEHICLE SCHEDULE EFFECTIVE 6/1/09.

10-DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM

CERTIFICATE HOLDER

BROCOUN

BROWARD COUNTY BOARD OF
COUNTY COMMISSIONERS
RISK MANAGEMENT DIV, RM 210
115 SOUTH ANDREWS AVE
FORT LAUDERDALE FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Michael Scanlon

© ACORD CORPORATION 1988

EXHIBIT "C"

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID WY LIMOU-1 | DATE (MM/DD/YYYY) 09/22/09

PRODUCER
ISU Insurance Serv. of Irvine
DBA of Norton Ins. Srvc., Inc.
5 Corporate Park, Suite #170
Irvine CA 92606-5164
Phone: 949-419-2100 Fax:949-419-0491

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Limousines of South FL, Inc.
Mark Levitt
2595 NW 38th Street
Miami FL 33142

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Mercury Insurance	
INSURER B: National Casualty Company	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	EPCA000269	06/01/09	06/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	X	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	CA00219871	06/01/09	06/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER IS NAMED ADDITIONAL INSURED UNDER THE AUTO AND GENERAL LIABILITY AS RESPECTS OPERATIONS OF THE NAMED INSURED.

CERTIFICATE HOLDER

CITOFHA

CITY OF HALLENDALE
ATTN: JIM BUSCHMAN, RISK MGR
400 S. FEDERAL HIGHWAY
HALLANDALE FL 33009

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Michael Scanlon

© ACORD CORPORATION 1988

EXHIBIT "C"

CITY OF HALLANDALE BEACH
City of Choice

City of Hallandale Beach

400 South Federal Highway
Hallandale Beach, FL 33009-6433
Phone: (954) 458-3251
Fax: (954) 457-1342

September 24, 2009

Irvin Minney
Community Transit Officer
Service and Capital Planning
Broward County Transportation Dept.
1100 Park Central Blvd. So., Suite 3500
Pompano Beach, Florida 33064

Re: Community Bus Services

Dear Mr. Minney:

The City of Hallandale Beach maintains a program of self-insurance pursuant to City of Hallandale Beach Ordinance 85-32. This program meets the requirements of Florida Statute 768.28 and provides for the payment of claims up to the limit of $100,000/$200,000 for tort liability.

Should you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,

James R. Buschman
Risk Manager

JRB/mao

10/6/09

EXHIBIT "D"

CERTIFICATE OF COMPLIANCE

To: Director,
Broward County Office of Transportation
3201 West Copans Road
Pompano Beach, Florida 33069

I, Mark Levitt (Name), President (Title), certify that Limousines of South Florida, Inc. (Name of Contractor) has established and implemented an anti-drug and alcohol misuse prevention program in accordance with the terms of Federal Transit Administration (FTA) regulation 49 CFR Part 655. I further certify that employee training conducted under this program meets the requirements of this regulation.

09/09/08
Date

Signature

EXHIBIT "E"

City of Hallandale Beach

Operating vehicle in Route 3 owned by the City of Hallandale

Vehicle #	Year	Make	Seats	Asset	VIN
836	2007	Ford E450	20	N/A	IFDXE45F93HA45850

EXHIBIT "F"

City of Hallandale Beach

Annual Operating Funding for Fiscal Year 2010

Community Bus Service for "Route 3"- ($15.00/Hour)

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Weekday	3	7:00a -11:00a	60 min	4.00	257	$15.00	$ 15,420.00
1	Weekday	3	1:00p - 7:00 pm	60 min	6.00	257	$15.00	$ 23,130.00
				Financial assistance for weekdays				**$ 38,550.00**

Buses	Service	Route	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
1	Saturday	3	7:00a -11:00a	60 min	4.00	52	$15.00	$ 3,120.00
1	Saturday	3	1:00p - 7:00 pm	60 min	6.00	52	$15.00	$ 4,680.00
				Financial assistance for weekends				**$ 7,800.00**
				Total Annual Operating Funds				**$ 46,350.00**

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLOR
TRANSPORTATION DEPART.

EXHIBIT "G"

BOARD OF COUNTY COMMISSIONERS
BROWARD COUNTY, FLORIDA
TRANSPORTATION DEPARTMENT

OPERATORS' MINI BUS PRE-INSPECTION REPORT

NAME:_____ DATE:_____

BUS NO.:_____ RUN NO.:_____

FARE EXT.	NONE	A/C HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRE	DAMAGE WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX. OK

OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES:_____

OPERATOR'S MINI BUS DEFECT REPORT

NAME:_____ DATE:_____

BUS NO.:_____ RUN NO.:_____

FARE EXT.	NONE	A/C HEAT	NO A/C	SUSP.	AIR BAG
	USED		NO DEFROSTER		KNEELER
FAREBOX REGISTER	JAMMED		NO HEAT		LEANS L/R
	LOOSE	BRAKES	FOOT	TIRE	DAMAGE WORN
	NOT REGISTERING		PARKING		FLAT TIRE/LOW
	NO READOUT		NOISY		LUG NUTS
GAUGES	AIR		NO INTERLOCK	TRANS.	HARD SHIFTING
	OIL		PULLS L/R		NOISY
	SPEEDOMETER	RADIO	WON'T TRANSMIT		NO REVERSE
	TEMPERATURE		WON'T RECEIVE		SLIPPING
	VOLTS		OTHER		OIL LEAK
LIGHTS	HEADLIGHTS	DOORS	TOO FAST		WON'T SHIFT
	DOME		TOO SLOW	WINDOWS	BROKEN
	MARKER/SIGN		WON'T CLOSE		OTHER
	FARE BOX		SENSITIVE EDGE	WIPERS	INOPERATIVE
	TAIL/BRAKE		WON'T OPEN		STREAKS
	TURN SIG.	ENGINE	NO POWER	SEAT	CUT SEAT
	DASHBOARD		OVERHEATS		SEAT BELT
MIRRORS	INSIDE		SMOKES		PASSENGER
	OUTSIDE LEFT		HARD START		WHEELCHAIR LOCK
	OUTSIDE RIGHT		WATER/OIL LEAK	STEER	HARD
DEST. SIGN	FRONT	WCHR.	NOISY		LOOSE
	REAR		WON'T CYCLE		SHIMMY
	SIDE				

MARK EACH DEFECT WITH AN X IN BOX.
IF BUS IS OK, PUT AN X IN THE OK BOX. OK

OTHER ITEMS

EXAUST SYS.	DIRTY OUTSIDE	ROOF HATCH
ACCELLERATOR PEDAL	DIRTY INSIDE	GRAB RAIL
INSECTS	GRAFFITI	STEPS-FRONT/REAR
PASSENGER SIGNAL	HORN	WHEELCHAIR LIFT/RAMP
COMPART. DOORS	NO TRIANGLES	VISOR
FLOOR MAT	NO REGISTRATION	NO ACC. PACKET

ADDITIONAL INFORMATION

NOTES:_____

MARK AREAS OF BODY DAMAGE ON THE BUS ILLUSTRATION

MARK AREAS OF BODY DAMAGE ON THE BUS ILLUSTRATION

EXHIBIT "G"
page 2

EXHIBIT H

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN
BROWARD COUNTY, FLORIDA
AND
CITY OF HALLANDALE BEACH
FOR
COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY

This BUSINESS ASSOCIATE ADDENDUM amends the following Agreement by and between Broward County, Florida (hereinafter called "County"), and City Of Hallandale Beach (hereinafter called "Business Associate"), 400, South Federal Highway, Hallandale Beach, FL 33009, for Community Bus Service Financial Assistance Only:

[Date of original contract and date of most recent amendment], [hereinafter the "Existing Agreement."]

IN CONJUNCTION WITH the Existing Agreement, this Business Associate Addendum is made and entered into by and between the County and the Business Associate.

WHEREAS, the County and the Business Associate have previously entered into an Agreement related to the operation of certain activities related to the provision of health care;

WHEREAS, the operation of such programs is subject to the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA);

WHEREAS, the requirements of HIPAA mandate that certain responsibilities of contractors with access to Protected Health Information as defined under HIPAA must be documented through a written agreement;

WHEREAS, the County and the Business Associate desire to comply with the requirements of HIPAA and acknowledge respective responsibilities;

NOW, THEREFORE, the parties enter into this Business Associate Addendum for the consideration set out below, all of which is deemed to be good and sufficient consideration in order to make this Business Associate Addendum a binding legal instrument.

Section 1: Definitions.

All terms used in this Addendum not otherwise defined shall have the meaning as those terms in 45 CFR ' 164 [hereinafter called, the "HIPAA Privacy Rule"].

Section 2: Obligations and Activities of the Business Associate.

2.1 Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this special agreement or as required by law.

2.2 Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as permitted or required by this Addendum or as required by law.

2.3 Business Associate agrees to mitigate, to the extent possible, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Addendum.

2.4 Business Associate agrees to report to the County any use or disclosure of the Protected Health Information not provided for by this Addendum of which it becomes aware.

2.5 Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from the County or created or received on behalf of the County by the Business Associate, agrees to the same restrictions and conditions that apply through this Addendum to the Business Associate with respect to such information.

2.6 Business Associate agrees to provide access to the County to all Protected Health Information in Designated Record Sets in a timely manner in order to meet the requirements under 45 CFR ' 164.524.

2.7 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set as directed or agreed to by the County pursuant to 45 CFR ' 164.526 in a timely manner.

2.8 Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the County or created or received on behalf of the County available to the County or to the Secretary of Health and Human Services or designee within five business days for the purposes of determining the Business Associate's compliance with the Privacy Rule.

2.9 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to an individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR ' 164.528.

2.10 Business Associate agrees to provide the County, or an individual under procedures approved by the County, information and documentation collected in accordance with the preceding paragraph to respond to an individual requesting an accounting for disclosures as provided under 45 CFR ' 164.528.

Section 3: Permitted Uses and Disclosures.

3.1 Except as otherwise limited in this Addendum, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the County as specified in the Existing Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County that are communicated to the Business Associate in writing.

3.2 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Except as otherwise limited in this Addendum, Business Associate may use Protected Health Information to provide Data Aggregation services to the County as permitted by 42 CFR ' 164.504 (e)(2)(i)(B).

3.4 Business Associate may use Protected Health Information to report violations of law to appropriate federal and state authorities, consistent with 42 CFR ' 164.504 (j)(1).

Section 4: Obligations of the County.

4.1 The County shall notify Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR ' 164.520, to the extent that such limitation may affect Business Associate's use of Protected Health Information.

4.2 The County shall notify Business Associate of any changes in, or revocation of, permission by an individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use of Protected Health Information.

4.3 The County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information to which the County has agreed in accordance with 45 CFR ' 164.522, to the extent that such changes may affect Business Associate's use of Protected Health Information.

4.4 The County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County.

Section 5: Term.

The term of this Addendum shall be effective upon execution by all parties, and shall terminate when all of the Protected Health Information provided by the County or contractors for the County, or created or received by the Business Associate on behalf of the County, is destroyed, turned over to the County, or turned over to Contractors designated by the County.

Section 6: Amendment.

The parties agree to take such action as is necessary to amend this Addendum from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

BUSINESS ASSOCIATE ADDENDUM TO AGREEMENT BETWEEN BROWARD COUNTY, FLORIDA AND CITY OF HALLANDALE BEACH for COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY.

WHEREAS, the parties have made and executed this Business Associate Addendum to Agreement between COUNTY and CITY OF HALLANDALE BEACH for COMMUNITY BUS SERVICE FINANCIAL ASSISTANCE ONLY, on the respective dates under each signature: Broward County through its County Administrator, authorized to execute same, and the City Manager, duly authorized to execute same on behalf of the City of Hallandale Beach.

COUNTY

BROWARD COUNTY

WITNESSES:

By:_____

_____

_____, County Administrator

_____

___day of_____, 20___.

Approved as to form by
Office of County Attorney

By:_____
(Date)

Assistant County Attorney

BUSINESS ASSOCIATE

WITNESSES:

CITY OF HALLANDALE BEACH

By:_____

D. Mike Good, City Manager

Dated ___ day of _____, 20__.

Approved as to Form
and Sufficiency
City Attorney

EXHIBITS

EXHIBIT A1 – Governing Board Resolution and Local Match Certification

EXHITBIT C – Single Audit Report

EXHITBIT D – Federal Certification and Assurances

- Assurances Required of each Applicant
- Lobbying
- Procurement Compliance
- Alcohol Misuse and Prohibited Drug Use
- Job Access Reverse Commute Program

RESOLUTION NO. 2011- 18

A RESOLUTION OF THE CITY OF HALLANDALE BEACH, FLORIDA, TO AUTHORIZE APPLICATION FOR AND EXECUTION OF A JOB ACCESS REVERSE COMMUTE (JARC) GRANT AGREEMENT UNDER THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY'S (SFRTA) GENERAL AUTHORITY TO MAKE SUCH GRANTS.

WHEREAS, the South Florida Regional Transportation Authority ("SFRTA"), is authorized to make such grants as the designated recipient of Job Access Reverse Commute ("JARC") and New Freedom Programs for Broward, Miami-Dade, and Palm Beach counties; and

WHEREAS, the SFRTA has the power to expend funds for use in connection with Job Access Reserve Commute or New Freedom projects; and,

WHEREAS, the SFRTA has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, approval for said funds will impose certain financial obligations upon the recipient; and

WHEREAS, it is in the best interests of the City to apply for funding in the amount of $726,060 with a $363,030 City match to assist in the operation of the city's community bus system for a period of two years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HALLANDALE BEACH, FLORIDA:

SECTION 1. The City Commission authorizes the City Manager to submit an application for Financial Assistance to the SFRTA under the *JARC Grant Program* for the city's community bus system project.

SECTION 2. The City Manager is authorized to furnish such additional information, assurances, certifications and amendments as the SFRTA may require in connection with this JARC grant agreement application.

SECTION 3. The City Manager certifies that the City of Hallandale Beach will provide the required local match from Community Redevelopment Agency and Transportation funds.

EXHIBIT 1

SECTION 4. The City Manager is authorized and directed on behalf of the City of Hallandale Beach to execute and deliver grant agreements and all subsequent amendments thereto between the City of Hallandale Beach and the SFRTA for JARC grant; and the City Manager of the City of Hallandale Beach is authorized and directed on behalf of the City of Hallandale Beach to attest said agreements and all subsequent amendments thereto.

SECTION 5. The City Manager is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the City of Hallandale Beach.

SECTION 6. This Resolution shall take effect immediately upon its passage and adoption.

APPROVED AND ADOPTED this 7th day of September, 2011.

MAYOR-COMMISSIONER

ATTEST:

CITY CLERK

	VOTE AYE/NAY
Mayor Cooper	✓
Vice Mayor Sanders	✓
Comm. Lewy	✓
Comm. London	✓
Comm. Ross	✓

EXIHIBIT C

CITY OF HALLANDALE BEACH, FLORIDA

COMPLIANCE REPORTS

SEPTEMBER 30, 2010

CITY OF HALLANDALE BEACH, FLORIDA

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Honorable Mayor, City Commission and City Manager
City of Hallandale Beach Florida

We have audited the financial statements of the governmental activities, the business-type activities, each major fund (including the Community Redevelopment Agency Fund), and the aggregate remaining fund information of the City of Hallandale Beach, Florida (the City) as of and for the year ended September 30, 2010, which collectively comprise the City's basic financial statements and have issued our report thereon dated June 8, 2011. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards,* issued by the Comptroller General of the United States. Other auditors audited the financial statements of the Police Officers' and Firefighters' Retirement Plan as described in our report on the City's financial statements. This report does not include the results of the other auditors' testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the City's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over financial reporting.

Our consideration of internal control over financial reporting was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over financial reporting that might be significant deficiencies, or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as described in the accompanying schedule of findings and questioned costs, we identified deficiencies in internal control over financial reporting that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

MARCUMGROUP
MEMBER

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A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. We consider the deficiencies described in the accompanying schedule of findings and questioned costs as items 2010-01 thru 2010-05 to be material weaknesses.

A *significant deficiency* is a deficiency or a combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the deficiency described in the accompanying schedule of findings and questioned costs as item 2010-06 to be a significant deficiency.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed one instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* and which is described in the accompanying schedule of findings and questioned costs as item 2010-07.

We noted certain other matters that we have reported to management of the City in the attached schedule of findings and questioned costs.

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit the City's responses and, accordingly, we express no opinion on them.

This report is intended solely for the information and use of the Mayor, City Commission, management, and regulatory bodies and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

Fort Lauderdale, FL
June 8, 2011

MANAGEMENT LETTER IN ACCORDANCE WITH THE RULES OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

The Honorable Mayor, City Commission and City Manager
City of Hallandale Beach, Florida

We have audited the governmental activities, the business-type activities, each major fund (including the Community Redevelopment Agency Fund) and the aggregate remaining fund information of the City of Hallandale Beach, Florida (the City) as of and for the fiscal year ended September 30, 2010, which collectively comprise the City's basic financial statements, and have issued our report thereon dated June 8, 2011. We did not audit the financial statements of the Police Officers' and Firefighters' Retirement Plan, which represents 57% and 51%, respectively, of the assets and revenues of the aggregate remaining fund information. Those financial statements were audited by other auditors whose report thereon has been furnished to us, and our opinion on the financial statements, insofar as they relate to the amounts included for the Police Officers' and Firefighters' Retirement Plan is based solely upon the report of the other auditors.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*, Independent Auditors' Report on Compliance with Requirements That Could Have a Direct and Material Effect on Each Major Federal Program and on Internal Control over Compliance in Accordance with OMB Circular A-133 and the Schedule of Findings and Questioned Costs. Disclosures in those reports and schedule, which are dated June 8, 2011 should be considered in conjunction with this management letter.

Additionally, our audit was conducted in accordance with the provisions of Chapter 10.550, Rules of the Auditor General, which governs the conduct of local governmental entity audits performed in the State of Florida. This letter includes the following information, which is not included in the aforementioned auditor's reports or schedule:

- Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. Corrective actions have been taken to address significant findings and recommendations made in the preceding annual financial audit report except as reported in the accompanying summary schedule of prior audit findings.
- Section 10.554(1)(i)2., Rules of the Auditor General, requires our audit to include a review of the provisions of Section 218.415, Florida Statutes, regarding the investment of public funds. In connection with our audit, we determined that the City complied with Section 218.415, Florida Statutes.

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- Section 10.554(1)(i)3., Rules of the Auditor General, requires that we address in the management letter any recommendations to improve financial management. In connection with our audit, our findings and recommendations are incorporated in the accompanying schedule of findings and questioned costs.
- Section 10.554(1)(i)4., Rules of the Auditor General, requires that we address violations of provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but more than inconsequential. In connection with our audit, we did not have any such findings.
- Section 10.554(1)(i)5., Rules of the Auditor General, provides that the auditor may, based on professional judgment, report the following matters that have an inconsequential effect on the financial statements, considering both quantitative and qualitative factors: (1) violations of provisions of contracts or grant agreements, fraud, illegal acts, or abuse, and (2) deficiencies in internal control that are not significant deficiencies. In connection with our audit, our findings and recommendations are disclosed in the accompanying schedule of findings and questioned costs.
- Section 10.554(1)(i)6., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The City has made these disclosures in the notes to the financial statements.
- Section 10.554(1)(i)7.a., Rules of the Auditor General, requires a statement be included as to whether or not the local governmental entity has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and identification of the specific condition(s) met. In connection with our audit, we determined that the City did not meet any of the conditions described in Section 218.503(1), Florida Statutes.
- Section 10.554(1)(i)7.b., Rules of the Auditor General, requires that we determine whether the annual financial report for the City for the fiscal year ended September 30, 2010, filed with the Florida Department of Financial Services pursuant to Section 218.32(1)(a), Florida Statutes, is in agreement with the annual financial audit report for the fiscal year ended September 30, 2010. In connection with our audit, we determined that these two reports were in agreement.
- Pursuant to Sections 10.554(1)(i)7.c. and 10.556(7), Rules of the Auditor General, we applied financial condition assessment procedures. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Pursuant to Chapter 119, Florida Statutes, this management letter is public record and its distribution is not limited. Auditing standards generally accepted in the United States of America require us to indicate that this letter is intended solely for the information and use of the Mayor, City Commission, management, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

Fort Lauderdale, FL
June 8, 2011

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR FEDERAL PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

Honorable Mayor, City Commission and City Manager
City of Hallandale Beach, Florida

Compliance

We have audited the City of Hallandale Beach, Florida's (the City) compliance with the types of compliance requirements described in the *OMB Circular A-133 Compliance Supplement* that could have a direct and material effect of each of the City's major federal programs for the year ended September 30, 2010. The City's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts, and grants applicable to each of its major federal programs is the responsibility of the City's management. Our responsibility is to express an opinion on the City's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the City's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination on the City's compliance with those requirements.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2010.

Internal Control over Compliance

Management of the City is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the City's internal control over compliance with the requirements that could have a direct and material effect on a major federal program to determine the auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A 133, but

not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the City's internal control over compliance.

Our consideration of internal control over compliance was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control over compliance that might be significant deficiencies or material weaknesses and therefore, there can be no assurance that all deficiencies, significant deficiencies, or material weaknesses have been identified. However, as discussed below, we identified a deficiency in internal control over compliance that we consider to be a material weakness.

A *deficiency in internal* control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. We consider the deficiencies in internal control over compliance described in the accompanying schedule of findings and questioned costs as item 2010-10 to be a material weakness.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the business-type activities, each major fund (including the Community Redevelopment Agency Fund), and the aggregate remaining fund information of the City, as of and for the year ended September 30, 2010, and have issued our report thereon dated June 8, 2011. Our audit was performed for the purpose of forming our opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.

The City's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. We did not audit City's responses and, accordingly, we express no opinion on the responses.

This report is intended solely for the information and use of the Mayor, City Commission, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Marcum LLP

Fort Lauderdale, FL
June 8, 2011

CITY OF HALLANDALE BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED SEPTEMBER 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Grant/Contract Number	Federal Expenditures
U.S. Department of Agriculture			
Pass-Through Florida Department of Education:			
Summer Food Service Program for Children	10.559	04-0995	$ 8,640
Total U.S. Department of Agriculture			8,640
U.S. Department of Housing and Urban Development			
Pass-Through Broward County Community Development Division:			
Community Development Block Grant, Urban County Entitlement:			
34th Year – Friends of the Hepburn Center After School/Homework Tutorial Program	14.218	N/A	619
35th Year – Friends of the Hepburn Center After School/Homework Tutorial Program	14.218	N/A	74,686
34th Year – Public Works Improvements	14.218	N/A	51,176
35th Year – Public Works Improvements	14.218	10-HFCDD-CDBG-0004	269,453
Lift Station Generator	14.218	07-DB-3V-11-16-01-Z08	30,445
Neighborhood Stabilization	14.218	B-08-UN-12-0002	1,449,507
Total U.S. Department of Housing and Urban Development			1,875,886
Federal Highway Administration, Department of Transportation			
Pass-Through Florida Department of Transportation			
West Hallandale Beach Blvd.-ARRA	20.205	423788-1-58-01	231,057
Total Federal Highway Administration			231,057
U.S. Department of Justice			
Direct:			
Federal Equitable Sharing Funds	16.000	N/A	656,294
Bulletproof Vest Grant	16.607	N/A	3,068
Weed & Seed Grant - Palms	16.595	2008-WS-QX-0210	20,980
Weed & Seed Grant - Palms	16.595	2009-WS-QX-0179	130,835
C.O.P.S. Hiring Recovery Grant-ARRA	16.710	2009-RKWX0205	106,057
Subtotal of Direct U.S. Department of Justice			917,234
Pass-Through Broward Sheriff's Office:			
Edward Byrne Justice Assistance Grant	16.580	BJA-2007-1627	107,360
Edward Byrne Justice Assistance Grant	16.580	N/A	12,233
Edward Byrne Justice Assistance Grant-ARRA	16.804	2009-SB-B9-3324	54,765
Subtotal of Pass-Through Broward Sheriff's Office			174,358
Total U.S. Department of Justice			1,091,592
U.S. Department of Energy			
EECBG Grant-ARRA	81.128	DE-EE0002269	164,800
Total U.S. Department of Energy			164,800

CITY OF HALLANDALE BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED SEPTEMBER 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Grant/Contract Number	Federal Expenditures
U.S. Department of Homeland Security			
Federal Emergency Management Agency:			
Direct:			
Emergency Food & Shelter-ARRA	97.114	N/A	724
Emergency Food & Shelter	97.024	N/A	1,476
Subtotal of Direct U.S. Department of Homeland Security			2,200
Pass-Through Florida Department of Community Affairs			
CERT Grant 2010	97.067	10-CI-43-11-16-02-306	4,197
FEMA Flood Mitigation	97.029	07FM-71-11-16-02	265,797
			269,994
Pass-Through City of Miramar			
Urban Area Security Initiative	97.067	09-DS-48-11-16-02-448	24,060
Pass-Through Broward County			
FEMA Severe Repetitive Loss Improvement Property Acquisition Project	97.110	SRL-PJ-04-FL-2008-026	213,524
Pass-Through Florida Division of Emergency Management			
Hazard Mitigation - NB Drainage	97.039	09HM-37-11-16-02-027	91,449
Total U.S. Department of Homeland Security			601,227
Total Federal Expenditures			$ 3,973,202

N/A = None available

See accompanying notes to Schedule of Expenditures of Federal Awards.

CITY OF HALLANDALE BEACH, FLORIDA

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED SEPTEMBER 30, 2010

NOTE 1 - BASIS OF PRESENTATION

The accompanying Schedule of Expenditures of Federal Awards (the Schedule) includes the federal grant activity of the City and is presented on the modified accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Therefore, some amounts presented in this schedule may differ from amounts presented in, or used in the preparation of, the basic financial statements.

NOTE 2 - SUBRECIPIENTS

Of the federal expenditures presented in the Schedule, the City provided federal awards to sub-recipients as follows:

Program Title	CFDA Number	Amount Provided To Subrecipients
Cluster-Community Development Block Grant - Neighbor Stabilization Program	14.218	$406,663

CITY OF HALLANDALE BEACH, FLORIDA

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS

FISCAL YEAR ENDED SEPTEMBER 30, 2010

I – PRIOR YEAR FINANCIAL STATEMENT FINDINGS AND STATUS

The following addresses the status of financial statement findings reported in the fiscal year ended September 30, 2009 Schedule of Findings and Questioned Costs:

Matters that are repeated in the accompanying schedule of findings and questioned costs:

- IC 2007-01 - Post Closing and Financial Reporting Process (revised and included as comment 2010-01)
- ML 09-02 - Evaluation of Allowance for Uncollectible Utilities Accounts Receivable (revised and included in comment 2010-04)

Matters that are not repeated in the accompanying schedule of findings and questioned costs:

- ML 09-01 – Bank Reconciliations

II – PRIOR YEAR FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

None reported in prior year.

CITY OF HALLANDALE BEACH, FLORIDA

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FISCAL YEAR ENDED SEPTEMBER 30, 2010

SECTION I – SUMMARY OF AUDITOR'S RESULTS

Financial Statements

Type of auditor's report issued:	*Unqualified Opinion*			
Internal control over financial reporting:				
Material weakness(es) identified?	X	Yes		No
Significant deficiency(ies) identified not considered to be material weaknesses?	X	Yes		None Reported
Non-compliance material to financial statements noted?		Yes	X	No

Federal Awards Programs

Internal control over major awards programs:				
Material weakness(es) identified?	X	Yes		No
Significant deficiency(ies) identified not considered to be material weakness(es)?		Yes	X	None Reported

Type of auditor's report issued on compliance for major awards Programs: *Unqualified Opinion*

Any audit findings disclosed that are required to be reported in accordance with Circular A-133, Section 510(a)? X Yes ____ No

Identification of major federal programs:

Federal Program/Cluster	CFDA No.
Federal Equitable Sharing	16.000
Energy Efficiency and Conservation Block Grant Program - ARRA	81.128
Cluster -Community Development Block Grant	14.218

Dollar threshold used to distinguish between Type A and Type B programs: $300,000

Auditee qualified as low-risk auditee for Federal Awards? X Yes ____ No

SECTION II – FINANCIAL STATEMENT FINDINGS

MATERIAL WEAKNESSES

2010-01 Internal Control over Financial Reporting

Criteria

Prudent policies include a formal closing process with supervisory Finance Department personnel being responsible for the review of transactions and balances recorded. Accounting tasks such as monthly reconciliations, cross-checks, and reviews play a key role in proving the accuracy of accounting data and financial information that comprise interim and year-end financial statements.

Conditions

- As a result of our audit procedures, an excessive amount of journal entries (45 journal entries in the current year), some of which were significant, were required to be proposed by the auditors to ensure that the financial statements of the City were not materially misstated and were in accordance with generally accepted accounting principles. Also, there were 18 journal entries provided by the Finance Department that should have been made prior to providing the auditors with final trial balances.
- We noted that, in many instances, schedules requested in our initial planning letter were not readily available at the commencement of our audit engagement. Further, in some instances, amounts reflected on the schedules were not in agreement with the account balances reflected in the general ledger.

Effect

The lack of a proper evaluation of account balances, journal entries and supporting documentation by supervisory Finance Department personnel resulted in material misstatements in amounts recorded on the books and records of the City. The delay in receiving requested schedules, along with subsequent reconciliations, delayed the completion of the audit.

Cause

The causes of the conditions noted above were various. Although supervisory Finance Department personnel performed reviews of schedules and often noted errors that needed correcting, occasionally incorrect entries were accepted as accurate, sometimes due to misinterpretations of researched materials and possibly insufficient staffing levels and training resources.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-01 Internal Control over Financial Reporting (continued)

Recommendation

We recommend a detailed general ledger account analysis of significant balance sheet accounts be performed on a monthly or quarterly basis and reviewed by supervisory Finance Department staff to ensure accurate recording of transactions. This review will also facilitate the preparation of final schedules for use in the audit and financial reporting process. This review should include a review of any subsidiary ledgers to ensure agreement with the general ledger account balance and establishment of any necessary estimates. Finance Department supervisory personnel should also perform an analytical review of account balances with the prior year balances prior to closing the books and records to facilitate determining if significant variances exist, the reasons that support the variance, and if any adjustments are required.

We further recommend that employees responsible for the books and records and approval of journal entries be provided with more thorough training to improve and/or acquire different skills concerning the complexities of accounting, year-end closing procedures, and the preparation of supporting schedules for balances recorded in the general ledger at year-end. This training will lead to employees who are more efficient, effective, and communicative with regard to accounting and financial matters. Also, future financial statements will be more accurate and timely.

Views of Responsible Officials and Planned Corrective Actions

Currently, account analyses of many, though not all, Balance Sheet accounts are performed monthly, with the remainder at least annually. Staff agrees that this procedure needs to be performed more frequently; however staff resources are limited, and therefore will be allocated to the most material or significant tasks and accounts.

As time, funding, and staffing levels allow, training will also be a priority.

2010-02 Pension Benefits

Criteria

The City has the fiduciary responsibility for the General Employees and Professional Management Pension Plans, and as such has overall authority and responsibility for management and oversight of the plans. The City, City Manager or designee, as indicated in each plan

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-02 Pension Benefits (continued)

document, is also the Plan Administrator for each plan, and is responsible for operating the plans in accordance with each plan document, laws, and regulations related to each plan. The administrator's responsibilities relate to interpretation of plan provisions, determination of participant rights under the plan provisions, management of the plan's investment assets, and delegation of ongoing plan operation and administrative duties. The Plan Administrator, for both plans, has delegated a portion of its responsibilities to a third party service provider to assist in administering the plans, including calculating benefits that will be paid to a retiree.

As the fiduciary and administrator of each plan, the City should have adequate review and approval procedures in place to ensure that pension benefit calculations are being performed correctly. Additionally, retiree benefit files should be properly maintained with the appropriate documentation as well as evidence indicating the review and approval of benefits. Reconciliations of benefits paid and contributions received should be performed on a monthly basis to ensure that amounts recorded are in agreement with payment registers and other supporting documentation generated by the third party service provider.

Conditions

- The primary audit procedures for benefit payments involve testing payments to selected recipients for eligibility and accuracy of the method and amount of payment. As part of these procedures, for selected payments, we examine approval and supporting documents, test the participant's eligibility to receive the benefit under each plan's provisions by examining evidence of age, years or hours of service, and re-compute the benefit amount based on the participant's eligibility and plan provisions. Other procedures include tracing payments to cash disbursements or the trustee's report of payments and testing the receipt of benefit payments by examining supporting documents, such as canceled checks. While attempting to perform these procedures, we noted that the City does not maintain the level of documentation normally expected in that most files requested to enable us to perform our testing were not readily available. In most instances, files and supporting documentation was provided by the third party administrator and was limited to individuals that retired from the City in the last five years. Information requested was not provided on a timely basis.

- We noted no evidence that monthly and year end reviews and reconciliations of benefits paid to participants, as well as employee contributions are being performed. Although the benefits paid agreed to the investment statements, the amounts recorded as being paid did not agree to the payment registers provided by the third party service provider for the Professional Management Pension Plan.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-02 Pension Benefits (continued)

- We noted no evidence that benefit payment calculations performed by the third party provider are being reviewed by City personnel. As such, City personnel were not able to address questions regarding variances in our recalculations as compared to actual benefits being paid, and all questions had to be addressed by the third party provider.

Effect

The City, as the fiduciary and plan administrator of each plan, could be potentially liable for non-compliance with plan provisions or other issues that may arise.

Cause

City management has indicated that they believe that they can rely on the third party service provider to perform all agreed upon services, including participant recordkeeping, investment processing, determining benefits to be paid and disbursing the actual benefit payments.

Recommendation

We recommend that the City implement a monitoring program to help ensure all fiduciary responsibilities are being met. We further suggest that the City maintain a file for each retiree or beneficiary receiving benefits. Amounts disbursed or contributed on a monthly and annual basis should be reviewed and reconciled to supporting documentation. Additionally, internal control procedures should be implemented by the City to ensure that the information being provided by the third party service provider is accurate and appropriate.

Views of Responsible Officials and Planned Corrective Actions

Once a new retiree enters the system, staff performs the necessary monitoring, computation verifications, etc. Beyond that, staff has relied on the pension administrator firm. We agree that there should be periodic reviews of the computations, and this procedure will be implemented as soon as is practical.

Staff will however work toward retention of retiree files.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-03 Excess Benefit Pension Plan

Criteria

The City, in prior years, had established an Excess Benefit Plan for Professional Management, which is a separate, unfunded, nonqualified defined benefit plan, pursuant to Section 415 of the Internal Revenue Code. GASB Statement No. 27, Accounting for Pensions by State and Local Governmental Employers, established the standards of accounting and financial reporting for pension expenses and related pension liabilities, note disclosures, and required supplementary information in the financial reports of statement and local governmental employers. This statement provides that, for defined benefit pension plans, the annual pension cost should be equal to the annual required contribution (ARC) of the employer to the plan for that year, as determined by an actuarial valuation, unless the employer has a net pension obligation to the plan at the beginning of the year. The statement also provides that for financial reporting purposes, an actuarial valuation should be performed at least biennially, except if significant changes have occurred since the previous valuation in benefit provisions, the size or composition of the population covered by the plan, or other factors that affect the results of the valuation.

Condition

We noted that the City has not had an actuarial valuation performed for this excess benefit defined benefit pension plan since the plan was established. Although the plan is considered to be unfunded and is basically a pay as you go plan, the requirements of GASB Statement No. 27 mentioned above are applicable to the plan in relation to recording the pension expense.

Effect

The effect is that the City's pension expense and liabilities have not been properly reflected in the financial statements. As a result of the first actuarial valuation for the excess benefit plan, a prior period adjustment of approximately $3,705,000 was done to record the net pension obligation as of September 30, 2009. Additionally, an adjustment was needed for the 2010 fiscal year of approximately $1,337,000 to adjust the liability to the correct balance of approximately $2,368,000 as of September 30, 2010.

Cause

City personnel indicated that they believed they did not need an actuarial valuation for this plan since monies were being set aside for future payments in a separate investment account.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-03 Excess Benefit Pension Plan (continued)

Recommendation

We recommend that, in the future, City personnel review GASB reporting standards which may be applicable to the City and determine the appropriateness of reporting.

Views of Responsible Officials and Planned Corrective Actions

The Excess Benefit Plan was being considered as a segment of the Management Benefit Plan. Conflicting authoritative resources both confirmed and refuted this belief. Therefore no separate reporting was anticipated. The City has now engaged the services of the actuary for the Professional/Management Pension Plan to comply with auditor recommendations. Upon receipt of the actuarial results, net pension obligation and other related transactions are now properly reflected in the Financial Statements.

2010-04 Receivables and Allowance for Uncollectible Amounts

Criteria

Receivable schedules should be maintained on a current basis and reconciled monthly to the balance reflected in the general ledger. All receivables should be reviewed and investigated on an ongoing basis to determine validity and collectability, and to ensure that allowances recorded are adequate.

Conditions

- Our review of the Finance Department's initial allowance calculation for utility receivables indicated that although there was a large increase in receivables outstanding more than 90 days, there was not a significant change in the allowances. We noted that the calculation appeared to be based on receivables outstanding more than 90 days, adjusted by a percentage of liened properties and an overall percentage allocation, for which the methodology could not be provided. The initial allowance calculations provided were not accurate in that the amounts over 90 days did not reconcile to the amounts reflected in the accounts receivable aging reports. Furthermore, we noted that the water fund receivables included the late penalties for all utility funds, rather than reflecting the receivable in each applicable fund. As a result of our inquiries, adjustments were required to increase the allowance by approximately $571,000 among the various enterprise funds.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-04 Receivables and Allowance for Uncollectible Amounts (continued)

- We noted that the amount reflected as a receivable for EMS billings was not in agreement with the reports initially provided by the service providers. We noted that the books and records reflected a receivable balance of approximately $5.6 million, whereas the reports totaled approximately $5.3 million. The allowance for uncollectible amounts was calculated by the Finance Department based on the amounts reflected in the service provider reports. Based upon our inquiries, Finance Department personnel performed an analysis to identify the difference and it was determined that the reports provided by one of the service providers were not accurate, and the receivable balance reflected on the books and records was in fact correct. However, the allowance for uncollectible accounts was understated by approximately $300,000. As such, an adjusting journal entry was provided and recorded by the Finance Department.

- Our review of the Neighborhood Improvement Program loan balances reflected on the books and records disclosed that, in some instances, the balance reflected the total line of credit extended to loan recipients, rather than the amounts actually disbursed. Further, we noted that the allowance for uncollectible amounts for the loans was based on amounts billed and in arrears, rather than the total loan balance. Based on our inquiries, Finance Department personnel researched this matter and provided adjusting journal entries to correct the balances recorded for the receivable and the allowance.

Effect

The effect was that the net receivables and related revenues could have been overstated.

Cause

Reconciliations, as well as the analysis of amounts that should be recorded to reflect receivables at the net realizable value, were not done accurately.

Recommendation

We suggest that reconciliations of subsidiary receivable schedules to the general ledger balances be performed on a monthly basis and that any discrepancies be investigated and resolved immediately. We further suggest that at year end, the allowances recorded be scrutinized closely by supervisory personnel to ensure that all receivables are recorded at their net realizable value.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-04 Receivables and Allowance for Uncollectible Amounts (continued)

Views of Responsible Officials and Planned Corrective Actions

Staff agrees that some errors and late entries occurred, due in part to extra workload generated by many additional schedules required by auditors, in part because of differing opinions and interpretations of methodologies, in part due to information not being available to staff at the time of the original entries, and in part due to errors made by staff

Staff further agrees that improvements can be expected, such as the revised schedule used to calculate allowances for uncollectible utility accounts.

2010-05 Workers' Compensation Liabilities

Criteria

Governmental Accounting Statements Board (GASB) Statement No. 10, *Accounting and Financial Reporting for Risk Financing and Related Insurance Issues* and GASB Statement No. 30, *Risk Financing Omnibus an amendment of GASB Statement No. 10 require* entities other than pools to base claims liabilities, including "incurred but not reported" (IBNR) claims, on the estimated ultimate cost of settling the claims. IBNR claims are events that have occurred as of the balance sheet date for which a claim has not yet been reported or asserted and may include known loss events expected to later be presented as claims, unknown loss events expected to become claims, and expected future developments on claims already reported.

Condition

The City is self-insured for general liability and worker's compensation claims. The liabilities recorded in each respective fund are not determined by actuaries, but rather are determined by City personnel. We noted that the liability recorded for workers' compensation claims was based on an estimate provided by the City's risk manager, based on his knowledge of the reported cases. However, we noted that the liability recorded was not the ultimate cost of settling the claims, but was an estimate of the costs that would be paid out in the 2011 fiscal year. As a result of our inquiries, the City, utilizing the loss reports obtained from the third party administrator, determined the ultimate cost of settling the reported claims and provided an adjusting journal entry. We also noted that the liability does not include a calculation of IBNR's, and we were unable to obtain a calculation of this potential liability, however City personnel indicated it was immaterial.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

MATERIAL WEAKNESSES (CONTINUED)

2010-05 Workers' Compensation Liabilities (continued)

Effect

The effect is that the expense and liability reflected on the books and records was understated.

Cause

This was the manner in which the City has recorded the liability in the past.

Recommendation

We recommend that the procedures be implemented to ensure that the liabilities reflected for self-insured claims are determined in accordance with the requirements of the applicable GASB pronouncements. City management may want to consider, in the future, retaining an actuary to determine the liabilities that should be recorded for all self-insured areas.

Views of Responsible Officials and Planned Corrective Actions

Staff is now more fully aware of the information being provided, and the required information to be recorded and will collect such information and calculate an IBNR as needed. Staff, however, believes this to be minimal.

SIGNIFICANT DEFICIENCY

2010-6 Capital Assets

Criteria

The establishment and maintenance of accurate accounting records for capital assets are necessary to help assure that the City's property, plant and equipment are not stolen, misused or subject to undue wear and tear. These records are a necessary element in an on-going governmental capital asset repair and preventative maintenance program and enhance efforts to obtain optimum insurance coverage.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

2010-6 Capital Assets (continued)

Conditions

Our audit of the City's capital asset records for the governmental activities and enterprise funds indicated the following:

- Schedules initially were not prepared for each enterprise fund, but rather, one schedule consolidating all enterprise funds was prepared which did not reconcile to the books and records. Schedules subsequently provided for each enterprise fund detailing the cost, current year depreciation and accumulated depreciation by each capital asset category did not, in all instances, reconcile to the amounts recorded on the City's books and records. Based on our inquiries, reconciliations were performed, and in most instances, adjusting journal entries were required to correct the recorded balances.

- We noted that detailed schedules to support all capital asset balances, including the cost, current year depreciation and ending accumulated depreciation by asset were not available as of the fiscal year end. Schedules supporting the prior year balances were provided, along with current year addition and deletion schedules. However, the prior year schedules were not accurate and did not reconcile to the amounts reported in the prior year financial statements. We were advised that during the prior two fiscal years, the Finance Department was manually tracking capital assets using an excel spreadsheet rather than the fixed asset module. Information was then input from these spreadsheets into the module; however, information was not input properly resulting in discrepancies. Based on our inquiries, City personnel researched the differences and provided a reconciliation.

- Regarding current year depreciation, schedules were provided which only detailed and calculated the depreciation on "active" assets, and as a result, additional procedures had to be performed to reconcile total assets with "active" assets and fully depreciated assets to ensure that all applicable assets were in fact being depreciated.

- During the course of the 2010 fiscal year, the Finance Department determined that certain assets that were recorded as governmental activities capital assets should be enterprise fund capital assets, and certain enterprise fund capital assets should be governmental activities capital assets. We noted that Finance Department personnel, in attempting to correct the recording of these assets, incorrectly recorded transactions in the governmental funds and the enterprise funds. We advised Finance Department personnel of these errors and provided adjustments to accurately record these transactions.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

SIGNIFICANT DEFICIENCY (CONTINUED)

2010-06 Capital Assets (continued)

Effect

Capital asset records which are not reliable could result in inaccurate financial reporting.

Cause

The cause is a lack of oversight and procedures to ensure that capital asset records are properly maintained and reconciled to the amounts reflected in the books and records.

Recommendation

Supervisory staff of the Finance Department should be taking an active role in the oversight of the record maintenance and reporting in this area since the City's net capital assets as of September 30, 2010, were in excess of $100 million. We recommend that work performed by personnel in the Finance Department be reviewed by supervisory personnel on a monthly basis to ensure that all assets above the capitalization threshold are captured and properly recorded in the records. A reconciliation should be performed to ensure the subsidiary ledgers, whether manual spreadsheets or software, are in agreement to the amounts reflected on the general ledger. Furthermore, the supporting records for the enterprise funds should clearly segregate the capital assets and accumulated depreciation by fund to facilitate the reconciliation to the amounts recorded.

Views of Responsible Officials and Planned Corrective Actions

Staff disagrees that schedules to support capital asset information were unavailable. Because of unsatisfactory schedules in previous years, it has been an on-going task to review and correct asset recordings, with parallel systems being run to confirm accuracy. For example, one asset was found to have been disposed of in both 2007 and 2009, due to the receipt of duplicate disposal forms. To prevent such an occurrence, supervisor must confirm by signature that asset is still active before disposal entries are recorded.

Staff has been performing periodic partial Fixed Asset inventories. A complete inventory of all vehicles and higher-cost equipment is scheduled to occur this summer.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

NONCOMPLIANCE

2010-07 Investment Policies – General Employees and Professional Management Pension Plans

Criteria

Pursuant to 112.661, Florida Statutes, investments of the assets of any local retirement system or plan must be consistent with a written investment policy adopted by the Board. Such policies should be constructed to maximize the financial return to the plan consistent with the risks incumbent in each investment and shall be structured to establish and maintain an appropriate diversification of the plan's assets. The statute further delineates seventeen elements which shall be included in the investment policies.

Condition

Our review of the investment policies for the plans, both of which are dated in 2004, do not include several of the elements delineated in the Statutes. We noted that some of the elements not included in the policies included performance measurement, maturity and liquidity requirements, guidelines for limits on security issues, issuers and maturities, expected annual rate of return, internal control procedures, and continuing education procedures.

Effect

Non-compliance with Florida Statutes.

Cause

This noncompliance was caused by the lack of a review of the policy by City personnel to ensure compliance with the Florida Statutes.

Recommendation

We recommend that the investment policies for each plan be updated and revised to incorporate all required elements delineated in Chapter 112.661 of the Florida Statutes.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

2010-07 Investment Policies – General Employees and Professional Management Pension Plans (continued)

Views of Responsible Officials and Planned Corrective Actions

Statute 112.661 did not exist prior to 2000 and was updated in 2009. The current investment policies, which were written in 1994, were nevertheless in compliance with the 2000 statute which only specified that "Investment of the assets of any local retirement system or plan must be consistent with a written investment policy adopted by the board. --The investment policy shall describe the investment objectives of the board. (a) The investment policy shall list investments authorized by the board".

Staff will be updating the policies, to comply to the new statute sections added in 2000 and 2009.

CONTROL DEFICIENCIES

2010-08 Utility Billing Adjustments

Criteria

In the absence of built in controls within the Utility System to limit the level of unsupervised adjustments, supervisory review of adjustments made to customer accounts should be undertaken as an internal control best practice.

Condition

While performing our walk through of the utility system, we noted that adjustments to customer utility accounts are often made by the Utility Billing Specialist, and are not always subject to management oversight to verify accuracy and validity.

Effect

Lack of proper management review or approval of adjustments to customer accounts by the Utility Billing Specialist increases the risk for potential fraud to occur.

Cause

Based on discussions with City personnel, it was noted that the Comptroller only gets involved or reviews an adjustment in extraneous circumstances or when management input is specifically requested.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

CONTROL DEFICIENCIES (CONTINUED)

2010-08 Utility Billing Adjustments (continued)

Recommendation

We recommend that the City develop policies and procedures to ensure that there is a supervisory level of reviews and approvals done for adjustments made to customer utility accounts to ensure the accuracy and validity of the adjustments being posted. Controls should address approval for credits and adjustments over a specified dollar threshold as well as a review of credits or adjustments on a frequent basis (weekly or monthly) based on the number of adjustments made each year.

Views of Responsible Officials and Planned Corrective Actions

Although the Comptroller previously reviewed all extraordinary adjustments and others by spot-checking, she has now instituted the procedure of initialing the adjustment reports on a daily basis.

2010-09 Information Technology Policies and Controls

Criteria

Information technology policies and procedures, including the data backup process, provide the framework for the City's security over electronic data. Documented IT policies and procedures ensure standardized activities and reduces the risk of errors and/or unauthorized activities.

Condition

Our review of the procedures and polices followed by the IT Department indicated that certain policies are not formally documented for IT related processes and controls.

Effect

The lack of documentation to support all policies and procedures creates the risk that processes and controls are not performed appropriately increasing the risk of errors.

Cause

The lack documentation to support all policies is due to the size of the IT Department. Being a small team, they rely on verbal communication and understanding of policies and procedures.

SECTION II – FINANCIAL STATEMENT FINDINGS (CONTINUED)

CONTROL DEFICIENCIES (CONTINUED)

2010-09 Information Technology Policies and Controls (continued)

Recommendation

The IT Department should ensure that all policies are formally documented and enforced, and accessible all department staff.

Views of Responsible Officials and Planned Corrective Actions

Staff believes that this comment results from a miscommunication. IT has always ensured that all policies are documented and enforced. However, due to the large quantity of documentation located in several file folders on the file server, it may on occasion take some time to locate needed documentation. IT will consolidate all IT policies and procedures into a Policy Manual and an Operations Manual to improve the organization of the information, making it easier for departmental staff to locate and access pertinent documentation."

SECTION III– FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS

MATERIAL WEAKNESS

2010-10 Schedule of Expenditures of Federal Awards Preparation and Completeness

Criteria

Pursuant to the Federal Single Audit Act, non-federal entities that expend more than $500,000 in federal funds in a year are required to prepare a Schedule of Expenditures of Federal Awards (SEFA). Circular A-133 requires that the auditor determine whether the Schedule of Expenditures of Federal Awards (SEFA) is presented fairly in all material respects in relation to the auditee's financial statements taken as a whole. Additionally, pursuant to paragraph 6 of the Annual Equitable Sharing Agreement and Certification, audits are to be conducted as provided by the Single Audit Act and OMB Circular A-133.

Conditions

The SEFA originally provided by the City at the commencement of single audit fieldwork was not correct. The following conditions were noted:

SECTION III– FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS (CONTINUED)

MATERIAL WEAKNESS (CONTINUED)

2010-10 Schedule of Expenditures of Federal Awards Preparation and Completeness (continued)

- The SEFA did not include the expenditures for the Equitable Sharing Program. Our review of the Equitable Sharing Fund expenditures per the general ledger indicated that the total 2010 expenditures under the Department of Justice forfeiture program totaled approximately $656,000.
- We noted that the expenditures for the Neighborhood Stabilization Program were understated by approximately $127,000.

Effect

The omission of expenditures for these federal programs resulted in the initial SEFA provided being materially misstated.

Cause

Based on discussions with the City's Finance Director regarding the Equitable Sharing Program, the City's finance personnel were unaware of the requirement to include amounts received under the forfeiture program as part of the SEFA. Regarding the Neighborhood Stabilization Program, the omission was due to program expenditures being coded to the incorrect general ledger accounts, which caused them to be excluded from the SEFA.

Questioned Costs

None.

Recommendation

We recommend that, in the future, federal agreements and guidelines be carefully reviewed and if necessary, confirmations should be obtained from grantor agencies to assist in determining whether funds received are susceptible to being reported on the SEFA. We also recommend that the underlying records used to prepare the SEFA be properly reconciled and reviewed by management for accuracy and completeness prior to preparation of the SEFA.

Views of Responsible Officials and Planned Corrective Actions

Staff, though unaware previously that the Equitable Sharing Program should be considered a "grant" for SEFA purposes, is now including it in the SEFA for 2010 and forward.

SECTION III– FEDERAL AWARDS FINDINGS AND QUESTIONED COSTS (CONTINUED)

MATERIAL WEAKNESS (CONTINUED)

2010-10 Schedule of Expenditures of Federal Awards Preparation and Completeness (continued)

The Neighborhood Stabilization Program, staff agrees with the changes, and will work with the responsible department to ensure that all transactions are coded to the appropriate accounts to ensure accuracy of reporting

CITY OF HALLANDALE BEACH, FLORIDA

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

FISCAL YEAR ENDED SEPTEMBER 30, 2010

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Grant/Contract Number	Federal Expenditures
U.S. Department of Agriculture			
Pass-Through Florida Department of Education:			
Summer Food Service Program for Children	10.559	04-0995	$ 8,640
Total U.S. Department of Agriculture			8,640
U.S. Department of Housing and Urban Development			
Pass-Through Broward County Community Development Division:			
Community Development Block Grant, Urban County Entitlement:			
34th Year – Friends of the Hepburn Center			
After School/Homework Tutorial Program	14.218	N/A	619
35th Year – Friends of the Hepburn Center			
After School/Homework Tutorial Program	14.218	N/A	74,686
34th Year – Public Works Improvements	14.218	N/A	51,176
35th Year – Public Works Improvements	14.218	10-HFCDD-CDBG-0004	269,453
Lift Station Generator	14.218	07-DB-3V-11-16-01-Z08	30,445
Neighborhood Stabilization	14.218	B-08-UN-12-0002	1,449,507
Total U.S. Department of Housing and Urban Development			1,875,886
Federal Highway Administration, Department of Transportation			
Pass-Through Florida Department of Transportation			
West Hallandale Beach Blvd.-ARRA	20.205	423788-1-58-01	231,057
Total Federal Highway Administration			231,057
U.S. Department of Justice			
Direct:			
Federal Equitable Sharing Funds	16.000	N/A	656,294
Bulletproof Vest Grant	16.607	N/A	3,068
Weed & Seed Grant - Palms	16.595	2008-WS-QX-0210	20,980
Weed & Seed Grant - Palms	16.595	2009-WS-QX-0179	130,835
C.O.P.S. Hiring Recovery Grant-ARRA	16.710	2009-RKWX0205	106,057
Subtotal of Direct U.S. Department of Justice			917,234
Pass-Through Broward Sheriff's Office:			
Edward Byrne Justice Assistance Grant	16.580	BJA-2007-1627	107,360
Edward Byrne Justice Assistance Grant	16.580	N/A	12,233
Edward Byrne Justice Assistance Grant-ARRA	16.580	2009-SB-B9-3324	54,765
Subtotal of Pass-Through Broward Sheriff's Office			174,358
Total U.S. Department of Justice			1,091,592
U.S. Department of Energy			
EECBG Grant-ARRA	81.128	DE-EE0002269	164,800
Total U.S. Department of Energy			164,800

EXHIBIT D

FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

(Signature page alternative to providing Certifications and Assurances in TEAM-Web)

Name of Applicant: City of Hallandale Beach

The Applicant agrees to comply with applicable provisions of Categories 01 – 24. _____

OR

The Applicant agrees to comply with applicable provisions of the Categories it has selected:

Category	Description	
01.	Assurances Required For Each Applicant.	X
02.	Lobbying.	X
03.	Procurement Compliance.	X
04.	Protections for Private Providers of Public Transportation.	
05.	Public Hearing.	
06.	Acquisition of Rolling Stock for Use in Revenue Service.	
07.	Acquisition of Capital Assets by Lease.	
08.	Bus Testing.	
09.	Charter Service Agreement.	
10.	School Transportation Agreement.	
11.	Demand Responsive Service.	
12.	Alcohol Misuse and Prohibited Drug Use.	X
13.	Interest and Other Financing Costs.	
14.	Intelligent Transportation Systems.	
15.	Urbanized Area Formula Program.	
16.	Clean Fuels Grant Program.	
17.	Elderly Individuals and Individuals with Disabilities Formula Program and Pilot Program.	
18.	Nonurbanized Area Formula Program for States.	
19.	Job Access and Reverse Commute Program.	X
20.	New Freedom Program.	
21.	Paul S. Sarbanes Transit in Parks Program.	
22.	Tribal Transit Program.	
23.	TIFIA Projects	
24.	Deposits of Federal Financial Assistance to a State Infrastructure Banks.	

EXHIBIT D

FEDERAL FISCAL YEAR 2011 FTA CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE
(Required of all Applicants for FTA assistance and all FTA Grantees with an active capital or formula project)

AFFIRMATION OF APPLICANT

Name of Applicant: City of Hallandale Beach

Name and Relationship of Authorized Representative: Mark Antonio, City Manager

BY SIGNING BELOW, on behalf of the Applicant, I declare that the Applicant has duly authorized me to make these certifications and assurances and bind the Applicant's compliance. Thus, the Applicant agrees to comply with all Federal statutes and regulations, and follow applicable Federal directives, and comply with the certifications and assurances as indicated on the foregoing page applicable to each application it makes to the Federal Transit Administration (FTA) in Federal Fiscal Year 2011.

FTA intends that the certifications and assurances the Applicant selects on the other side of this document, as representative of the certifications and assurances in this document, should apply, as provided, to each project for which the Applicant seeks now, or may later, seek FTA assistance during Federal Fiscal Year 2011.

The Applicant affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31 apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. 1001 apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Applicant are true and correct.

Signature _____ Date: 9/8/11

Name Mark Antonio, City Manager
Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Hallandale Beach

As the undersigned Attorney for the above named Applicant, I hereby affirm to the Applicant that it has authority under State, local, or tribal government law, as applicable, to make and comply with the certifications and assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the certifications and assurances have been legally made and constitute legal and binding obligations on the Applicant.

I further affirm to the Applicant that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these certifications and assurances, or of the performance of the project.

Signature Andrew McKenney for Interim Atty Edward Dion Date: 8/25/11

Name Ed Dion, Interim City Attorney
Attorney for Applicant

Each Applicant for FTA financial assistance and each FTA Grantee with an active capital or formula project must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its signature in lieu of the Attorney's signature, provided the Applicant has on file this Affirmation, signed by the attorney and dated this Federal fiscal year.

FEDERAL FISCAL YEAR 2011 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS

PREFACE

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been compiled for Federal Transit Administration (FTA) assistance programs. FTA requests each Applicant to provide as many certifications and assurances as needed for all programs for which the Applicant intends to seek FTA assistance during Federal Fiscal Year 2011. Category 01 applies to all Applicants. Category 02 applies to all applications for Federal assistance in excess of $100,000. Categories 03 through 24 will apply to and be required for some, but not all, Applicants and projects. An Applicant may select a single certification that will cover all the programs for which it anticipates submitting an application. FTA requests each Applicant to read each certification and assurance carefully and select all certifications and assurances that may apply to the programs for which it expects to seek Federal assistance.

FTA and the Applicant understand and agree that not every provision of these certifications and assurances will apply to every Applicant or every project for which FTA provides Federal financial assistance through a Grant Agreement or Cooperative Agreement. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of FTA's enabling legislation currently in effect.

The Applicant also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all Federal laws, regulations, and directives that may apply to the Applicant or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the FTA Master Agreement MA(17) for Federal Fiscal Year 2011 at the FTA Web site http://www.fta.dot.gov/documents/17-Master.pdf. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of an Applicant, we strongly recommend that each Applicant, including a State, that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the Grant Agreement or Cooperative Agreement for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Applicant is ultimately responsible for compliance with the provisions of the certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient. The Applicant understands and agrees that when it applies for FTA assistance on behalf of a consortium, joint venture, partnership, or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Applicant selects.

FTA strongly encourages each Applicant to submit its certifications and assurances through TEAM-Web, FTA's electronic award and management system, at http://ftateamweb.fta.dot.gov. Twenty-four (24) Categories of certifications and assurances are listed by numbers 01 through 24 in the TEAM-Web "Recipients" option at the "Cert's & Assurances" tab of "View/Modify Recipients." Should the Applicant choose not to submit its certifications and assurances through TEAM-Web, the Applicant may submit its certifications and assurances on paper by submitting the Signature Page(s) at the end of this document, indicating the certifications and assurances it is making on one side of the document or on one page, and signing its affirmation and that of its attorney on the other side or other page.

01. ASSURANCES REQUIRED FOR EACH APPLICANT

Each Applicant for FTA assistance must provide all assurances in this Category "01." Except to the extent that FTA expressly determines otherwise in writing, FTA may not award any Federal assistance until the Applicant provides the following assurances by selecting Category "01."

A. Assurance of Authority of the Applicant and Its Representative

The authorized representative of the Applicant and the attorney who sign these certifications, assurances, and agreements affirm that both the Applicant and its authorized representative have adequate authority under applicable State, local, or Indian tribal law and regulations, and the Applicant's by-laws or internal rules to:

(1) Execute and file the application for Federal assistance on behalf of the Applicant;
(2) Execute and file the required certifications, assurances, and agreements on behalf of the Applicant binding the Applicant; and
(3) Execute grant agreements and cooperative agreements with FTA on behalf of the Applicant.

B. Standard Assurances

The Applicant assures that it will comply with all applicable Federal statutes and regulations in carrying out any project supported by an FTA grant or cooperative agreement. The Applicant agrees that it is under a continuing obligation to comply with the terms and conditions of the FTA grant agreement or cooperative agreement, including the FTA Master Agreement that is incorporated by reference and made part of the latest amendment to its grant agreement or cooperative agreement with FTA issued for its project. The Applicant recognizes that Federal laws and regulations may be modified from time to time and those modifications may affect project implementation. The Applicant understands that Presidential executive orders and Federal directives, including Federal policies and program guidance may be issued concerning matters affecting the Applicant or its project. The Applicant agrees that the most recent Federal laws, regulations, and directives will apply to the project, unless FTA issues a written determination otherwise.

C. Intergovernmental Review Assurance

Except if the Applicant is an Indian tribal government seeking assistance authorized by

49 U.S.C. 5311(c)(1), the Applicant assures that each application for Federal assistance it submits to FTA has been submitted or will be submitted for intergovernmental review to the appropriate State and local agencies as determined by the State. Specifically, the Applicant assures that it has fulfilled or will fulfill the obligations imposed on FTA by U.S. Department of Transportation (U.S. DOT) regulations, "Intergovernmental Review of Department of Transportation Programs and Activities," 49 CFR part 17. This assurance does not apply to Applicants for Federal assistance under FTA's Tribal Transit Program, 49 U.S.C. 5311(c)(1).

D. Nondiscrimination Assurance

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), by Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and by U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act," 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA.

Specifically, during the period in which Federal assistance is extended to the project, or project property is used for a purpose for which the Federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Applicant retains ownership or possession of the project property, whichever is longer, the Applicant assures that:

(1) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project;

(2) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these provisions;

(3) It will include in each subagreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d and 49 CFR part 21 to other parties involved therein including any subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project;

(4) Should it transfer real property, structures, or improvements financed with Federal assistance provided by FTA to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which

the Federal assistance is extended or for another purpose involving the provision of similar services or benefits;

(5) The United States has a right to seek judicial enforcement with regard to any matter arising under Title VI of the Civil Rights Act, U.S. DOT implementing regulations, and this assurance; and

(6) It will make any changes in its Title VI implementing procedures as U.S. DOT or FTA may request to achieve compliance with the requirements imposed by or issued pursuant to 49 U.S.C. 5332, 42 U.S.C. 2000d, and 49 CFR part 21.

E. Assurance of Nondiscrimination on the Basis of Disability

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Applicant assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Applicant assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any other applicable Federal laws that may be enacted or Federal regulations that may be promulgated.

F. Suspension and Debarment

In accordance with the terms of U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 CFR Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 CFR Part 180:

(1) The Applicant (Primary Participant) certifies to the best of its knowledge and belief, that it and its principals, including its first tier subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding its latest application or proposal been convicted of or had a civil judgment rendered against any of them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction, or contract under a public transaction; violation of any Federal or State antitrust statute; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making any false statement, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a

governmental entity (Federal, State, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification;

(d) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) The Applicant (Primary Participant) certifies that it and its principals, including its first tier subrecipients, will treat each lower tier contract or lower tier subcontract under the Project that (a) equals or exceeds $25,000, (b) is for audit services, or (3) requires the consent of a Federal official, as a covered contract for purposes of 2 CFR Part 1200 and 2 CFR Part 180, and will otherwise comply with the Federal requirements of 2 CFR Part 1200 and 2 CFR Part 180, and will assure that the each lower tier participant involved in the Project is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded or disqualified from participation in this transaction by any Federal department or agency;

(3) The Applicant (Primary Participant) certifies that if, later, it or its principals, including any of its first tier subrecipients, become aware of any information contradicting the statements of subparagraphs (1)(a) through (d) above, it will promptly provide any necessary information to FTA;

(4) If the Applicant (Primary Participant) or any of its principals, including any of its first tier subrecipients or lower tier participants, is unable to certify to the statements within paragraphs (1), (2), and (3) above, the Applicant shall indicate so on its Signature Page or a Page attached in FTA's TEAM system providing a written explanation to FTA.

G. U.S. OMB Assurances

Consistent with U.S. OMB assurances set forth in SF-424B and SF-424D, the Applicant assures that, with respect to itself or its project, the Applicant:

(1) Has the legal authority to apply for Federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay the non-Federal share of project cost) to assure proper planning, management, and completion of the project described in its application;

(2) Will give FTA, the Comptroller General of the United States, and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(3) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(4) Will initiate and complete the work within the applicable project time periods following receipt of FTA approval;

(5) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

(a) Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;

(b) Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the

Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR part 25, which prohibit discrimination on the basis of sex;

(c) Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;

(d) The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;

(e) The Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101 *et seq.*, relating to nondiscrimination on the basis of drug abuse;

(f) The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, as amended, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(g) The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd through 290dd-2., relating to confidentiality of alcohol and drug abuse patient records;

(h) Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing; and

(i) Any other nondiscrimination statute(s) that may apply to the project;

(6) To the extent applicable, will comply with, or has complied with, the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (Uniform Relocation Act) 42 U.S.C. 4601 *et seq.*, which, among other things, provide for fair and equitable treatment of persons displaced or persons whose property is acquired as a result of federally assisted programs. These requirements apply to all interests in real property acquired for project purposes and displacement caused by the project regardless of Federal participation in any purchase. As required by sections 210 and 305 of the Uniform Relocation Act, 42 U.S.C. 4630 and 4655, and by U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR 24.4, the Applicant assures that it has the requisite authority under applicable State and local law to comply with the requirements of the Uniform Relocation Act, 42 U.S.C. 4601 *et seq.*, and U.S. DOT regulations, "Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR part 24, and will comply with that Act or has complied with that Act and those implementing regulations, including but not limited to the following:

(a) The Applicant will adequately inform each affected person of the benefits, policies, and procedures provided for in 49 CFR part 24;

(b) The Applicant will provide fair and reasonable relocation payments and assistance as required by 42 U.S.C. 4622, 4623, and 4624; 49 CFR part 24; and any applicable FTA procedures, to or for families, individuals, partnerships, corporations, or associations displaced as a result of any project financed with FTA assistance;

(c) The Applicant will provide relocation assistance programs offering the services described in 42 U.S.C. 4625 to such displaced families, individuals, partnerships, corporations, or associations in the manner provided in 49 CFR part 24;

(d) Within a reasonable time before displacement, the Applicant will make available comparable replacement dwellings to displaced families and individuals as required by 42 U.S.C. 4625(c)(3);

(e) The Applicant will carry out the relocation process in such manner as to provide displaced persons with uniform and consistent services, and will make available

replacement housing in the same range of choices with respect to such housing to all displaced persons regardless of race, color, religion, or national origin;

(f) In acquiring real property, the Applicant will be guided to the greatest extent practicable under State law, by the real property acquisition policies of 42 U.S.C. 4651 and 4652;

(g) The Applicant will pay or reimburse property owners for their necessary expenses as specified in 42 U.S.C. 4653 and 4654, with the understanding that FTA will provide Federal financial assistance for the Applicant's eligible costs of providing payments for those expenses, as required by 42 U.S.C. 4631;

(h) The Applicant will execute such amendments to third party contracts and subagreements financed with FTA assistance and execute, furnish, and be bound by such additional documents as FTA may determine necessary to effectuate or implement the assurances provided herein; and

(i) The Applicant agrees to make these assurances part of or incorporate them by reference into any third party contract or subagreement, or any amendments thereto, relating to any project financed by FTA involving relocation or land acquisition and provide in any affected document that these relocation and land acquisition provisions shall supersede any conflicting provisions;

(7) To the extent applicable, will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, at 18 U.S.C. 874, and at 40 U.S.C. 3145, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.,* regarding labor standards for federally assisted projects;

(8) To the extent applicable, will comply with the flood insurance purchase requirements of section 102(a) of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4012a(a), requiring the Applicant and its subrecipients in a special flood hazard area to participate in the program and purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;

(9) To the extent applicable, will comply with the Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4831(b), which prohibits the use of lead-based paint in the construction or rehabilitation of residence structures;

(10) To the extent applicable, will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities on which a construction project supported with FTA assistance takes place without permission and instructions from FTA;

(11) To the extent required by FTA, will record the Federal interest in the title of real property, and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project;

(12) To the extent applicable, will comply with FTA provisions concerning the drafting, review, and approval of construction plans and specifications of any construction project supported with FTA assistance. As required by U.S. DOT regulations, "Seismic Safety," 49 CFR 41.117(d), before accepting delivery of any building financed with FTA assistance, it will obtain a certificate of compliance with the seismic design and construction requirements of 49 CFR part 41;

(13) To the extent applicable, will provide and maintain competent and adequate engineering supervision at the construction site of any project supported with FTA assistance to assure that the complete work conforms with the approved plans and specifications, and will furnish progress reports and such other information as may be required by FTA or the State;

(14) To the extent applicable, will comply with any applicable environmental standards that may be prescribed to implement the following Federal laws and executive orders:
   (a) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, as amended, 42 U.S.C. 4321 through 4335 and Executive Order No. 11514, as amended, 42 U.S.C. 4321 note;
   (b) Notification of violating facilities pursuant to Executive Order No. 11738, 42 U.S.C. 7606 note;
   (c) Protection of wetlands pursuant to Executive Order No. 11990, 42 U.S.C. 4321 note;
   (d) Evaluation of flood hazards in floodplains in accordance with Executive Order No. 11988, 42 U.S.C. 4321 note;
   (e) Assurance of project consistency with the approved State management program developed pursuant to the requirements of the Coastal Zone Management Act of 1972, as amended, 16 U.S.C. 1451 through 1465;
   (f) Conformity of Federal actions to State (Clean Air) Implementation Plans under section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 through 7671q;
   (g) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, 42 U.S.C. 300f through 300j-6;
   (h) Protection of endangered species under the Endangered Species Act of 1973, as amended, 16 U.S.C. 1531 through 1544; and
   (i) Environmental protections for Federal transportation programs, including, but not limited to, protections for parks, recreation areas, or wildlife or waterfowl refuges of national, State, or local significance or any land from a historic site of national, State, or local significance to be used in a transportation project as required by 49 U.S.C. 303(b) and 303(c);
   (j) Protection of the components of the national wild and scenic rivers systems, as required under the Wild and Scenic Rivers Act of 1968, as amended, 16 U.S.C. 1271 through 1287; and
   (k) Provision of assistance to FTA in complying with section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470f; with the Archaeological and Historic Preservation Act of 1974, as amended, 16 U.S.C. 469 through 469c ; and with Executive Order No. 11593 (identification and protection of historic properties), 16 U.S.C. 470 note;

(15) To the extent applicable, will comply with the requirements of the Hatch Act, 5 U.S.C. 1501 through 1508 and 7324 through 7326, which limit the political activities of State and local agencies and their officers and employees whose primary employment activities are financed in whole or part with Federal funds including a Federal loan, grant agreement, or cooperative agreement except, in accordance with 49 U.S.C. 5307(k)(2) and 23 U.S.C. 142(g), the Hatch Act does not apply to a nonsupervisory employee of a public transportation system (or of any other agency or entity performing related functions) receiving FTA assistance to whom that Act does not otherwise apply;

(16) To the extent applicable, will comply with the National Research Act, Pub. L. 93-348, July 12, 1974, as amended, 42 U.S.C. 289 *et seq.*, and U.S. DOT regulations, "Protection of Human Subjects," 49 CFR part 11, regarding the protection of human subjects involved in research, development, and related activities supported by Federal assistance;

(17) To the extent applicable, will comply with the Animal Welfare Act, as amended, 7 U.S.C. 2131 *et seq.*, and U.S. Department of Agriculture regulations, "Animal Welfare," 9 CFR subchapter A, parts 1, 2, 3, and 4, regarding the care, handling, and treatment of warm blooded animals held or used for research, teaching, or other activities supported by Federal assistance;

(18) Will have performed the financial and compliance audits as required by the Single Audit Act Amendments of 1996, 31 U.S.C. 7501 *et seq.*, U.S. OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," Revised, and the most recent applicable U.S. OMB A-133 Compliance Supplement provisions for the U.S. DOT; and

(19) To the extent applicable, will comply with all applicable provisions of all other Federal laws or regulations, and follow Federal directives governing the project, except to the extent that FTA has expressly approved otherwise in writing.

02. LOBBYING CERTIFICATION

An Applicant that submits or intends to submit an application to FTA for any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding $100,000 is required to provide the following certification. FTA may not award Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance exceeding $100,000 until the Applicant provides this certification by selecting Category "02."

A. As required by 31 U.S.C. 1352 and U.S. DOT regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Applicant's authorized representative certifies to the best of his or her knowledge and belief that for each application to U.S. DOT or FTA for a Federal grant, loan (including a line of credit), cooperative agreement, or a commitment that the Federal Government to guarantee or insure a loan exceeding $100,000:

(1) No Federal appropriated funds have been or will be paid by or on behalf of the Applicant to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, or the extension, continuation, renewal, amendment, or modification of any Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance;

(2) If any funds other than Federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance, the Applicant assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(3) The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, subagreements, and contracts under grants, loans (including a line of credit), cooperative agreements, loan guarantees, and loan insurance).

B. The Applicant understands that this certification is a material representation of fact upon which reliance is placed by the Federal government and that submission of this certification is a prerequisite for providing a Federal grant, loan (including a line of credit), cooperative agreement, loan guarantee, or loan insurance for a transaction covered by 31 U.S.C. 1352. The Applicant also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

03. PROCUREMENT COMPLIANCE

In accordance with 49 CFR 18.36(g)(3)(ii), each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance to acquire property or services in support of its project is requested to provide the following certification by selecting Category "03." FTA also requests other Applicants to provide the following certification. An Applicant for FTA assistance to acquire property or services in support of its project that fails to provide this certification may be determined ineligible for award of Federal assistance for the project, if FTA determines that its procurement practices and procurement system fail to comply with Federal laws or regulations in accordance with applicable Federal directives.

The Applicant certifies that its procurements and procurement system will comply with all applicable Federal laws and regulations in accordance with applicable Federal directives, except to the extent FTA has expressly approved otherwise in writing.

04. PROTECTIONS FOR PRIVATE TRANSPORTATION PROVIDERS

Each Applicant that is a State, local, or Indian tribal government that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any property or an interest in the property of a private provider of public transportation or to operate public transportation equipment or facilities in competition with, or operate public transportation equipment or facilities in addition to, transportation service provided by an existing private provider of public transportation is required to provide the following certification. FTA may not award Federal assistance for such a project until the Applicant provides this certification by selecting Category "04."

As required by 49 U.S.C. 5323(a)(1), the Applicant certifies that before it acquires the property or an interest in the property of a private provider of public transportation or operates public transportation equipment or facilities in competition with, or in addition to, transportation service provided by an existing public transportation company, it has or will have:

A. Determined that the assistance is essential to carrying out a program of projects as required by 49 U.S.C. 5303, 5304, and 5306;
B. Provided for the participation of private companies engaged in public transportation to the maximum extent feasible; and
C. Paid just compensation under State or local law to the company for any franchise or property acquired.

05. PUBLIC HEARING

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 for a capital project that will substantially affect a community or a community's public transportation service is required to provide the following certification. FTA may not award Federal assistance for a capital project of that type until the Applicant provides this certification by selecting Category "05."

As required by 49 U.S.C. 5323(b), for a proposed capital project that will substantially affect a community, or the public transportation service of a community, the Applicant certifies that it has, or before submitting its application, it will have:

A. Provided an adequate opportunity for public review and comment on the proposed project;
B. After providing notice, including a concise description of the proposed project, published in a newspaper of general circulation in the geographic area to be served, held a public hearing on the project if the project affects significant economic, social, or environmental interests;
C. Considered the economic, social, and environmental effects of the proposed project; and
D. Determined that the proposed project is consistent with official plans for developing the community.

06. ACQUISITION OF ROLLING STOCK FOR USE IN REVENUE SERVICE

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 to acquire any rolling stock for use in revenue service is required to provide the following certification. FTA may not award any Federal assistance to acquire such rolling stock until the Applicant provides this certification by selecting Category "06."

As required by 49 U.S.C. 5323(m) and implementing FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR part 663, at 49 CFR 663.7, the Applicant certifies that it will comply with the requirements of 49 CFR part 663 as modified by amendments authorized by section 3023(k) of SAFETEA-LU when procuring revenue service rolling stock. Among other things, the Applicant agrees to conduct or cause to be conducted the requisite pre-award and post delivery reviews, and maintain on file the certifications required by 49 CFR part 663, subparts B, C, and D.

07. ACQUISITION OF CAPITAL ASSETS BY LEASE

An Applicant that intends to request the use of Federal assistance authorized under 49 U.S.C. chapter 53 to acquire capital assets by lease is required to provide the following certifications. FTA may not provide Federal assistance to support those costs until the Applicant provides this certification by selecting Category "07."

As required by FTA regulations, "Capital Leases," 49 CFR part 639, at 49 CFR 639.15(b)(1) and 49 CFR 639.21, if the Applicant acquires any capital asset by lease financed with Federal assistance authorized under 49 U.S.C. chapter 53, the Applicant certifies as follows:

(1) It will not use Federal assistance authorized under 49 U.S.C. chapter 53 to finance the cost

of leasing any capital asset until it performs calculations demonstrating that leasing the capital asset would be more cost-effective than purchasing or constructing a similar asset; and it will complete these calculations before entering into the lease or before receiving a capital grant for the asset, whichever is later; and

(2) It will not enter into a capital lease for which FTA can provide only incremental Federal assistance unless it has adequate financial resources to meet its future obligations under the lease if Federal assistance is not available for capital projects in the subsequent years.

08. BUS TESTING

An Applicant for Federal assistance appropriated or made available for 49 U.S.C. chapter 53 to acquire any new bus model or any bus model with a new major change in configuration or components is required to provide the following certification. FTA may not provide Federal assistance for the acquisition of any new bus model or bus model with a major change until the Applicant provides this certification by selecting Category "08."

As required by 49 U.S.C. 5318 and FTA regulations, "Bus Testing," at 49 CFR 665.7, the Applicant certifies that, before expending any Federal assistance to acquire the first bus of any new bus model or any bus model with a new major change in configuration or components, or before authorizing final acceptance of that bus (as described in 49 CFR part 665):

A. The bus model will have been tested at FTA's bus testing facility; and

B. The Applicant will have received a copy of the test report prepared on the bus model.

09. CHARTER SERVICE AGREEMENT

An Applicant seeking Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, to acquire or operate any public transportation equipment or facilities is required to enter into the following Charter Service Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 (except as permitted by 49 CFR 604.2), or under 23 U.S.C.133 or 142, for such projects until the Applicant enters into this Charter Service Agreement by selecting Category "09."

A. As required by 49 U.S.C. 5323(d) and (g) and FTA regulations at 49 CFR 604.4, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may provide charter service for transportation projects that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws (except as permitted by 49 CFR 604.2), or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "Charter Service," 49 CFR part 604, the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands and agrees that:

(1) The requirements of FTA regulations, "Charter Service," 49 CFR part 604, will apply to any charter service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;

(2) The definitions of FTA regulations, "Charter Service," 49 CFR part 604, will apply to this Charter Service Agreement; and

(3) A pattern of violations of this Charter Service Agreement may require corrective measures and imposition of remedies, including barring the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has engaged in that pattern of violations from receiving FTA financial assistance, or withholding an amount of Federal assistance as set forth in FTA regulations, "Charter Service," 49 CFR part 604, Appendix D.

10. SCHOOL TRANSPORTATION AGREEMENT

An Applicant that is seeking Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C.133 or 142 to acquire or operate public transportation facilities and equipment is required to enter into the following School Transportation Agreement. FTA may not provide Federal assistance authorized under 49 U.S.C. chapter 53 or under 23 U.S.C.133 or 142 for such projects until the Applicant enters into this School Transportation Agreement by selecting Category "10."

A. As required by 49 U.S.C. 5323(f) and (g) and FTA regulations at 49 CFR 605.14, the Applicant understands and agrees that it and each subrecipient, lessee, third party contractor, or other participant in the project at any tier may engage in school transportation operations in competition with private school transportation operators that uses equipment or facilities acquired with Federal assistance authorized under the Federal transit laws or under 23 U.S.C. 133 or 142, only in compliance with those laws and FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), the terms and conditions of which are incorporated herein by reference.

B. The Applicant understands and agrees that:
   (1) The requirements of FTA regulations, "School Bus Operations," 49 CFR part 605, to the extent consistent with 49 U.S.C. 5323(f) or (g), will apply to any school transportation service it or its subrecipients, lessees, third party contractors, or other participants in the project provide;
   (2) The definitions of FTA regulations, "School Bus Operations," 49 CFR part 605 will apply to this School Transportation Agreement; and
   (3) If there is a violation of this School Transportation Agreement, FTA will bar the Applicant, subrecipient, lessee, third party contractor, or other participant in the project that has violated this School Transportation Agreement from receiving Federal transit assistance in an amount FTA considers appropriate.

11. DEMAND RESPONSIVE SERVICE

An Applicant that operates demand responsive service and applies for direct Federal assistance authorized under 49 U.S.C. chapter 53 to acquire non-rail public transportation vehicles is required to provide the following certification. FTA may not award direct Federal assistance authorized under 49 U.S.C. chapter 53 to an Applicant that operates demand responsive service to acquire non-rail public transportation vehicles until the Applicant provides this certification by selecting Category "11."

As required by U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," at 49 CFR 37.77(d), the Applicant certifies that its demand responsive service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities. Viewed in its entirety, the Applicant's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

12. ALCOHOL MISUSE AND PROHIBITED DRUG USE

If the Applicant is required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, to provide the following certification concerning its activities to prevent alcohol misuse and prohibited drug use in its public transportation operations, FTA may not provide Federal assistance to that Applicant until it provides this certification by selecting Category "12."

As required by FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," at 49 CFR part 655, subpart I, the Applicant certifies that it has established and implemented an alcohol misuse and anti-drug program, and has complied with or will comply with all applicable requirements of FTA regulations, "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations," 49 CFR part 655.

13. INTEREST AND OTHER FINANCING COSTS

An Applicant that intends to request the use of Federal assistance for reimbursement of interest or other financing costs incurred for its capital projects financed with Federal assistance under the Urbanized Area Formula Program, the Capital Investment Program, or the Paul S. Sarbanes Transit in Parks Program is required to provide the following certification. FTA may not provide Federal assistance to support interest or other financing costs until the Applicant provides this certification by selecting Category "13."

As required by 49 U.S.C. 5307(g)(3), 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), 5309(i)(2)(C), and 5320(h)(2)(C), the Applicant certifies that it will not seek reimbursement for interest or other financing costs unless it is eligible to receive Federal assistance for those costs and its records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

14. INTELLIGENT TRANSPORTATION SYSTEMS

An Applicant for FTA assistance for an Intelligent Transportation Systems (ITS) project, defined as any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture," is requested to provide the following assurance. FTA strongly encourages any Applicant for FTA financial assistance to support an

ITS project to provide this assurance by selecting Category "14." An Applicant for FTA assistance for an ITS project that fails to provide this assurance, without providing other documentation assuring its commitment to comply with applicable Federal ITS standards and protocols, may be determined ineligible for award of Federal assistance for the ITS project.

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

A. As provided in subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, apart from certain exceptions, "intelligent transportation system projects carried out using funds made available from the Highway Trust Fund, including funds made available under this subtitle to deploy intelligent transportation system technologies, [shall] conform to the national architecture, applicable standards or provisional standards, and protocols developed under subsection (a) [of section 5307 of SAFETEA-LU]." To facilitate compliance with subsection 5307(c) of SAFETEA-LU, 23 U.S.C. 512 note, the Applicant assures it will comply with all applicable provisions of Section V (Regional ITS Architecture) and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 FR 1455 *et seq.*, January 8, 2001, and other FTA policies that may be issued in connection with any ITS project it undertakes financed with funds authorized under Title 49 or Title 23, United States Code, except to the extent that FTA expressly determines otherwise in writing; and

B. With respect to any ITS project financed with Federal assistance derived from a source other than Title 49 or Title 23, United States Code, the Applicant assures that it will use its best efforts to assure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

15. URBANIZED AREA FORMULA PROGRAM

Each Applicant for Urbanized Area Formula Program assistance authorized under 49 U.S.C. 5307 is required to provide the following certifications on behalf of itself and any subrecipients participating in its projects. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. If, however a "Designated Recipient" as defined at 49 U.S.C. 5307(a)(2)(A) enters into a Supplemental Agreement with FTA and a Prospective Grantee, that Grantee is recognized as the Applicant for Urbanized Area Formula Program assistance and must provide the following certifications and assurances.

Each Applicant is required by 49 U.S.C. 5307(d)(1)(J) to expend at least one (1) percent of its Urbanized Area Formula Program assistance for public transportation security projects, unless

the Applicant has certified that such expenditures are not necessary. Information about the Applicant's intentions will be recorded in the "Security" tab page of the TEAM-Web "Project Information" window when the Applicant enters its Urbanized Area Formula Program application in TEAM-Web.

FTA may not award Urbanized Area Formula Program assistance to any Applicant that is required by 49 U.S.C. 5307(d)(1)(K) to expend one (1) percent of its Urbanized Area Formula Program assistance for eligible transit enhancements unless that Applicant's quarterly report for the fourth quarter of the preceding Federal fiscal year has been submitted to FTA and includes the requisite list or the Applicant attaches in TEAM-Web or includes in its quarterly report information sufficient to demonstrate that the Designated Recipients in its area together have expended one (1) percent of the amount of Urbanized Area Program assistance made available to them for transit enhancement projects.

FTA may not award Federal assistance for the Urbanized Area Formula Program to the Applicant until the Applicant provides these certifications and assurances by selecting Category "15."

As required by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of Project equipment and facilities;
C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the Project equipment and facilities;
D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized for 49 U.S.C. 5307, not more than fifty (50) percent of the peak hour fare;
E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5307: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Urbanized Area Formula Program, 49 U.S.C. 5307, and the program of projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, a proposed program of projects for

activities to be financed; (3) has published or will publish a proposed program of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed program and submit comments on the proposed program and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed program of projects; (5) has assured or will assure that the proposed program of projects provides for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final program of projects; and (7) has made or will make the final program of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5307(e) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

J. In compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of its funds authorized by 49 U.S.C. 5307 for public transportation security projects, unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of existing or planned public transportation; and

K. In compliance with 49 U.S.C. 5307(d)(1)(K), if the Applicant is a Designated Recipient serving an urbanized area with a population of at least 200,000, (1) the Applicant certifies either that it has expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the amount of the Urbanized Area Formula Assistance it receives this Federal fiscal year, or that at least one Designated Recipient in its urbanized area has certified or will certify that the Designated Recipients within that urbanized area together have expended or will expend for transit enhancements as defined at 49 U.S.C. 5302(a)(15) not less than one (1) percent of the total amounts the Designated Recipients receive each Federal fiscal year under 49 U.S.C. 5307, and (2) either the Applicant has listed or will list the transit enhancement projects it has carried out with those funds, or at least one Designated Recipient in the Applicant's urbanized area has listed or

will list the transit enhancement projects carried out with funds authorized under 49 U.S.C. 5307. If the Designated Recipient's quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of transit enhancement projects the Designated Recipients in its urbanized area have implemented during that preceding Federal fiscal year using those funds, the information in that quarterly report will fulfill the requirements of 49 U.S.C. 5307(d)(1)(K)(ii), and thus that quarterly report will be incorporated by reference and made part of the Designated Recipient's and Applicant's certifications and assurances.

16. CLEAN FUELS GRANT PROGRAM

Each Applicant for Clean Fuels Grant Program assistance authorized under 49 U.S.C. 5308 is required to provide the following certifications on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the Applicant is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the Clean Fuels Grant Program until the Applicant provides these certifications by selecting Category "16."

As required by 49 U.S.C. 5308(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Clean Fuels Grant Program assistance, and 49 U.S.C. 5307(d)(1), the designated recipient or the recipient serving as the Applicant on behalf of the designated recipient, or the State or State organization serving as the Applicant on behalf of the State, certifies as follows:

A. In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

B. In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

C. In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

D. In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5308, not more than fifty (50) percent of the peak hour fare;

E. In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5308: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

F. In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, the Applicant: (1) has made available, or will make available, to the public information on the amounts available for the Clean Fuels Grant Program, 49 U.S.C. 5308, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (3) has published or will publish a list of the proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

G. In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5308(d)(2) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

H. In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

I. In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

J. The Applicant certifies it will operate vehicles purchased with Federal assistance provided under the Clean Fuels Grant Program, 49 U.S.C. 5308 only with clean fuels.

17. ELDERLY INDIVIDUALS AND INDIVIDUALS WITH DISABILITIES FORMULA GRANT PROGRAM AND PILOT PROGRAM

Before FTA may award Elderly Individuals and Individuals with Disabilities Formula Grant Program assistance and, if applicable, Elderly Individuals and Individuals with Disabilities Pilot Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5310. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications

and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C. 5310 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Elderly Individuals and Individuals with Disabilities Formula Grant Program and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by 49 U.S.C. 5310 and section 3012 of SAFETEA-LU, respectively. The State is thus requested to select Category "17."

A. As required by 49 U.S.C. 5310(d), which makes the requirements of 49 U.S.C. 5307 applicable to the Elderly Individuals and Individuals with Disabilities Formula Grant Program to the extent that the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the State or State organization serving as the Applicant (State) and that administers, on behalf of the State, the Elderly Individuals and Individuals with Disabilities Program authorized by 49 U.S.C. 5310, and, if applicable, the Elderly Individuals and Individuals with Disabilities Pilot Program authorized by subsection 3012(b) of SAFETEA-LU, 49 U.S.C. 5310 note, certifies and assures on behalf of itself and its subrecipients as follows:
   (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
   (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
   (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
   (4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
   (5) The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5310(c), and if applicable by subsections 3012(b)(3) and (4) of SAFETEA-LU, for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
   (6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. The State assures that each subrecipient either is recognized under State law as a private nonprofit organization with the legal capability to contract with the State to carry out the proposed project, or is a public body that has met the statutory requirements to receive Federal assistance authorized for 49 U.S.C. 5310;

C. The private nonprofit subrecipient's application for 49 U.S.C. 5310 assistance contains information from which the State concludes that the transit service provided or offered to be provided by existing public or private transit operators is unavailable, insufficient, or inappropriate to meet the special needs of the elderly and persons with disabilities;

D. In compliance with 49 U.S.C. 5310(d)(2)(A) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services under 49 U.S.C. 5310;

E. In compliance with 49 U.S.C. 5310(d)(2)(C), the State certifies that allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5310 or subsection 3012(b) of SAFETEA-LU will be distributed on a fair and equitable basis; and

F. In compliance with 49 U.S.C. 5310(d)(2)(B) and subsection 3012(b)(2) of SAFETEA-LU, the State certifies that: (1) projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public.

18. NONURBANIZED AREA FORMULA PROGRAM FOR STATES

The provisions of 49 U.S.C. 5311 establishing the Nonurbanized Area Formula Program for States do not impose, as a pre-condition of award, any explicit certification or assurance requirements established specifically for that program. Only a State or a State organization acting as the Recipient on behalf of a State (State) may be a direct recipient of this Nonurbanized Area Formula Program assistance. Separate certifications and assurances have been established in Category 22 for an Indian tribe that is an Applicant for Tribal Transit Program assistance authorized by 49 U.S.C. 5311(c)(1).

Before FTA may award Nonurbanized Area Formula Program assistance to a State, the U.S. Secretary of Transportation or his or her designee is required to make the pre-award determinations required by 49 U.S.C. 5311. Because certain information is needed before FTA can make those determinations, each State is requested to provide the following certifications and assurances on behalf of itself and its subrecipients. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. A State that fails to provide these certifications and assurances on behalf of itself and its subrecipients may be determined ineligible for a grant of Federal assistance under 49 U.S.C.

5311 if FTA lacks sufficient information from which to make those determinations required by Federal laws and regulations governing the Nonurbanized Area Formula Program authorized by 49 U.S.C. 5311. The State is thus requested to select Category "18."

The State or State organization serving as the Applicant and that administers, on behalf of the State (State) the Nonurbanized Area Formula Program for States authorized by 49 U.S.C. 5311, assures on behalf of itself and its subrecipients as follows:

A. The State has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
B. The State has or will have satisfactory continuing control over the use of project equipment and facilities;
C. The State assures that the project equipment and facilities will be adequately maintained;
D. In compliance with 49 U.S.C. 5311(b)(2)(C)(i), the State's program has provided for a fair distribution of Federal assistance authorized for 49 U.S.C. 5311 within the State, including Indian reservations within the State;
E. In compliance with 49 U.S.C. 5311(b)(2)(C)(ii), the State's program provides or will provide the maximum feasible coordination of public transportation service to receive assistance under 49 U.S.C. 5311 with transportation service assisted by other Federal sources;
F. The projects in the State's Nonurbanized Area Formula Program are included in the Statewide Transportation Improvement Program and, to the extent applicable, the projects are included in a metropolitan Transportation Improvement Program;
G. The State has or will have available and will provide the amount of funds required by 49 U.S.C. 5311(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
H. In compliance with 49 U.S.C. 5311(f), the State will expend not less than fifteen (15) percent of its Federal assistance authorized under 49 U.S.C. 5311 to develop and support intercity bus transportation within the State, unless the chief executive officer of the State, or his or her designee, after consultation with affected intercity bus service providers, certifies to the Federal Transit Administrator, apart from these certifications and assurances herein, that the intercity bus service needs of the State are being adequately met.

19. JOB ACCESS AND REVERSE COMMUTE FORMULA GRANT PROGRAM

Each Applicant for Job Access and Reverse Commute (JARC) Formula Grant Program assistance authorized under 49 U.S.C. 5316 is required to provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the JARC

Formula Grant Program until the Applicant provides these certifications by selecting Category "19."

A. As required by 49 U.S.C. 5316(f)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Job Access and Reverse Commute (JARC) formula grants, and 49 U.S.C. 5307(d)(1), the Applicant for JARC Formula Program assistance authorized under 49 U.S.C. 5316, certifies on behalf of itself and its subrecipients, if any, as follows:
   (1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;
   (2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;
   (3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;
   (4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 49 U.S.C. 5316 not more than fifty (50) percent of the peak hour fare;
   (5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5316: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;
   (6) In compliance with 49 U.S.C. 5316(f)(1) and 49 U.S.C. 5307(d)(1)(F), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316, it will conduct a statewide solicitation for applications, and make awards on a competitive basis; and that these activities will be carried out in a manner that complies with or will comply with 49 U.S.C. 5307(c);
   (7) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5316(h) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and
   (8) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); and (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. In compliance with 49 U.S.C. 5316(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5316(c)(1)(B) or 49 U.S.C. 5316(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5316(f)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5316 will be distributed on a fair and equitable basis;

D. In compliance with 49 U.S.C. 5316(g)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;

E In compliance with 49 U.S.C. 5316(g)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and participation by the public; and

F. In compliance with 49 U.S.C. 5316(c)(3), before the Applicant uses funding apportioned under 49 U.S.C. 5316(c)(1)(B) or (C) for projects serving an area other than that specified in 49 U.S.C. 5316(2)(B) or (C), the Applicant certifies that the chief executive officer of the State, or his or her designee will have certified to the Federal Transit Administrator, apart from these certifications herein, that all of the objectives of 49 U.S.C. 5316 are being met in the area from which such funding would be derived.

20. NEW FREEDOM PROGRAM

Each Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 must provide the following certifications on behalf of itself and any subrecipient that may be implementing its project. Unless FTA determines otherwise in writing, the Applicant itself is ultimately responsible for compliance with its certifications and assurances even though a subrecipient, lessee, third party contractor, or other participant may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its prospective subrecipients, the Applicant is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from each subrecipient, to assure the validity of all certifications and assurances the Applicant has made to FTA. FTA may not award Federal assistance for the New Freedom Program until the Applicant provides these certifications by selecting Category "20."

A. As required by 49 U.S.C. 5317(e)(1), which makes the requirements of 49 U.S.C. 5310 applicable to New Freedom grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, by 49 U.S.C. 5310(d)(1), which makes the requirements of 49 U.S.C. 5307 applicable to Elderly Individuals and Individuals with Disabilities Formula grants to the extent the Federal Transit Administrator or his or her designee determines appropriate, and by 49 U.S.C. 5307(d)(1), the Applicant for New Freedom Program assistance authorized under 49 U.S.C. 5317 certifies and assures on

behalf of itself and its subrecipients, if any, as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5317: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) The Applicant has or will have available and will provide the amount of funds required by 49 U.S.C. 5317(g) for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law; and

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

B. In compliance with 49 U.S.C. 5317(d), the Applicant certifies that (1) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(A), it will conduct in cooperation with the appropriate MPO an areawide solicitation for applications, and make awards on a competitive basis and (2) with respect to financial assistance authorized under 49 U.S.C. 5317(c)(1)(B) or financial assistance authorized under 49 U.S.C. 5317(c)(1)(C), it will conduct a statewide solicitation for applications, and make awards on a competitive basis;

C. In compliance with 49 U.S.C. 5317(f)(2), the Applicant certifies that, before it transfers funds to a project funded under 49 U.S.C. 5336, that project has been or will have been coordinated with private nonprofit providers of services;

D. In compliance with 49 U.S.C. 5317(e)(2), the Applicant certifies that any allocations to subrecipients of financial assistance authorized under 49 U.S.C. 5317 will be distributed on a fair and equitable basis; and

E. In compliance with 49 U.S.C. 5317(f)(3), the Applicant certifies that: (1) the projects it has selected or will select for assistance under that program were derived from a locally developed, coordinated public transit-human services transportation plan; and (2) the plan was developed through a process that included representatives of public, private, and nonprofit transportation and human services providers and through participation by the public.

21. PAUL S. SARBANES TRANSIT IN PARKS PROGRAM

Each State, tribal area, or local government authority that is an Applicant for Paul S. Sarbanes Transit in Parks Program assistance (Applicant) authorized by 49 U.S.C. 5320, is required to provide the following certifications. FTA may not award assistance for the Paul S. Sarbanes Transit in Parks Program to the Applicant until the Applicant provides these certifications by selecting Category "21."

A. As required by 49 U.S.C. 5320(i), which makes the requirements of 49 U.S.C. 5307 applicable to the Paul S. Sarbanes Transit in Parks Program to the extent the Federal Transit Administrator or his or her designee determines appropriate, and 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed project, including the safety and security aspects of that project;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(E), in carrying out a procurement financed with Federal assistance authorized under 49 U.S.C. 5320, the Applicant: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(5) In compliance with 49 U.S.C. 5307(d)(1)(F) and with 49 U.S.C. 5320(e)(2)(C), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (1) has made available, or will make available, to the public information on the amounts available for the Paul S. Sarbanes Transit in Parks Program, 49 U.S.C. 5320, and the projects it proposes to undertake; (2) has developed or will develop, in consultation with interested parties including private transportation providers, projects to be financed; (3) has published or will publish a list of proposed projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (4) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (5) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (6) has considered or will consider the comments and views received, especially those of private transportation providers, in preparing its final list of projects; and (7) has made or will make the final list of projects available to the public;

(6) In compliance with 49 U.S.C. 5307(d)(1)(H), the Applicant will comply with: (1) 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and

minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements); and

(7) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation; and

B. In compliance with 49 U.S.C. 5320(e)(2)(A), (B), and (D), the Applicant assures that it will:
   (1) Comply with the metropolitan planning provisions of 49 U.S.C. 5303;
   (2) Comply with the statewide planning provisions of 49 U.S.C. 5304; and
   (3) Consult with the appropriate Federal land management agency during the planning process.

22. TRIBAL TRANSIT PROGRAM

Each Applicant for Tribal Transit Program assistance must provide all certifications and assurances set forth below. Except to the extent that FTA determines otherwise in writing, FTA may not award any Federal assistance under the Tribal Transit Program until the Applicant provides these certifications and assurances by selecting Category "22."

In accordance with 49 U.S.C. 5311(c)(1) that authorizes the Secretary of Transportation to establish terms and conditions for direct grants to Indian tribal governments, the Applicant certifies and assures as follows:

A. The Applicant assures that:
   (1) It has or will have the necessary legal, financial, and managerial capability to apply for, receive, and disburse Federal assistance authorized for 49 U.S.C. 5311; and to carry out each project, including the safety and security aspects of that project;
   (2) It has or will have satisfactory continuing control over the use of project equipment and facilities;
   (3) The project equipment and facilities will be adequately maintained; and
   (4) Its project will achieve maximum feasible coordination with transportation service assisted by other Federal sources;

B. In accordance with 49 CFR 18.36(g)(3)(ii), the Applicant certifies that its procurement system will comply with the requirements of 49 CFR 18.36, or will inform FTA promptly that its procurement system does not comply with 49 CFR 18.36;

C. To the extent applicable to the Applicant or its Project, the Applicant certifies that it will comply with the certifications, assurances, and agreements in Category 08 (Bus Testing), Category 09 (Charter Bus Agreement), Category 10 (School Transportation Agreement), Category 11 (Demand Responsive Service), Category 12 (Alcohol Misuse and Prohibited Drug Use), and Category 14 (National Intelligent Transportation Systems Architecture and Standards) of this document; and

D. If its application exceeds $100,000, the Applicant agrees to comply with the certification in Category 02 (Lobbying) of this document.

23. TIFIA PROJECTS

Each Applicant for Transportation Infrastructure Finance and Innovation Act (TIFIA) credit assistance authorized under 23 U.S.C. chapter 6, is required to provide the following certifications. FTA may not award TIFIA credit assistance to the Applicant until the Applicant provides these certifications by selecting Category "23."

A. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5307 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5307(d)(1), the Applicant certifies as follows:

(1) In compliance with 49 U.S.C. 5307(d)(1)(A), the Applicant has or will have the legal, financial, and technical capacity to carry out its proposed program of projects, including the safety and security aspects of that program;

(2) In compliance with 49 U.S.C. 5307(d)(1)(B), the Applicant has or will have satisfactory continuing control over the use of project equipment and facilities;

(3) In compliance with 49 U.S.C. 5307(d)(1)(C), the Applicant will adequately maintain the project equipment and facilities;

(4) In compliance with 49 U.S.C. 5307(d)(1)(D), the Applicant will assure that any elderly individual, any individual with disabilities, or any person presenting a Medicare card issued to himself or herself pursuant to title II or title XVIII of the Social Security Act (42 U.S.C. 401 *et seq.* or 42 U.S.C. 1395 *et seq.*), will be charged for transportation during non-peak hours using or involving a facility or equipment of a project financed with Federal assistance authorized under 23 U.S.C. chapter 6, not more than fifty (50) percent of the peak hour fare;

(5) In compliance with 49 U.S.C. 5307(d)(1)(E), the Applicant, in carrying out a procurement financed with Federal assistance authorized under 23 U.S.C. chapter 6: (1) will use competitive procurement (as defined or approved by FTA), (2) will not use exclusionary or discriminatory specifications in its procurements, (3) will comply with applicable Buy America laws, and (4) will comply with the general provisions for FTA assistance of 49 U.S.C. 5323 and the third party procurement requirements of 49 U.S.C. 5325;

(6) In compliance with 49 U.S.C. 5307(d)(1)(F), the Applicant has complied with or will comply with the requirements of 49 U.S.C. 5307(c). Specifically, it: (a) has made available, or will make available, to the public information on the amounts available for TIFIA credit assistance, 23 U.S.C. chapter 6, and the projects it proposes to undertake; (b) has developed or will develop, in consultation with interested parties including private transportation providers, the proposed projects to be financed; (c) has published or will publish a list of projects in a way that affected citizens, private transportation providers, and local elected officials have the opportunity to examine the proposed projects and submit comments on the proposed projects and the performance of the Applicant; (d) has provided or will provide an opportunity for a public hearing to obtain the views of citizens on the proposed projects; (e) has assured or will assure that the proposed projects provide for the coordination of transportation services assisted under 49 U.S.C. 5336 with transportation services assisted by another Federal government source; (f) has considered or will consider the comments and views received, especially

those of private transportation providers, in preparing its final list of projects; and (g) has made or will make the final list of projects available to the public;

(7) In compliance with 49 U.S.C. 5307(d)(1)(G), the Applicant has or will have available and will provide the amount of funds required for the local share, and that those funds will be provided from approved non-Federal sources except as permitted by Federal law;

(8) In compliance with 49 U.S.C. 5307(d)(1)(H), (1) the Applicant will comply with: 49 U.S.C. 5301(a) (requirements for public transportation systems that maximize the safe, secure, and efficient mobility of individuals, minimize environmental impacts, and minimize transportation-related fuel consumption and reliance on foreign oil); (2) 49 U.S.C. 5301(d) (special efforts to design and provide public transportation for elderly individuals and individuals with disabilities); and (3) 49 U.S.C. 5303 through 5306 (planning and private enterprise requirements);

(9) In compliance with 49 U.S.C. 5307(d)(1)(I), the Applicant has a locally developed process to solicit and consider public comment before raising a fare or implementing a major reduction of public transportation;

(10) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5307(d)(1)(J), each Federal fiscal year, the Applicant will spend at least one (1) percent of those funds authorized under 49 U.S.C. 5307 for public transportation security projects (this includes only capital projects in the case of a Applicant serving an urbanized area with a population of 200,000 or more), unless the Applicant has certified to FTA that such expenditures are not necessary. Public transportation security projects include increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, emergency telephone line or lines to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation; and

(11) To the extent that the Applicant will be using funds authorized under 49 U.S.C. 5307 for the project, in compliance with 49 U.S.C. 5309(d)(1)(K): (1) an Applicant that serves an urbanized area with a population of at least 200,000 will expend not less than one (1) percent of the amount it receives each Federal fiscal year under 49 U.S.C. 5307 for transit enhancements, as defined at 49 U.S.C. 5302(a), and (2) if it has received transit enhancement funds authorized by 49 U.S.C. 5307(k)(1), its quarterly report for the fourth quarter of the preceding Federal fiscal year includes a list of the projects it has implemented during that Federal fiscal year using those funds, and that report is incorporated by reference and made part of its certifications and assurances; and

B. As required by 49 U.S.C. 5323(o), which makes the requirements of 49 U.S.C. 5309 applicable to Applicants seeking TIFIA credit assistance authorized under 23 U.S.C. chapter 6, and by 49 U.S.C. 5309(g)(2)(B)(iii), 5309(g)(3)(B)(iii), and 5309(i)(2)(C), the Applicant certifies that it will not seek reimbursement for interest and other financing costs incurred in connection with the Project unless the Applicant is eligible to receive Federal assistance for those expenses and the Applicant's records demonstrate that it has used reasonable diligence in seeking the most favorable financing terms underlying those costs, to the extent FTA may require.

24. DEPOSITS OF FEDERAL FINANCIAL ASSISTANCE TO STATE INFRASTRUCTURE BANKS

The State organization that administers the State Infrastructure Bank (SIB) Program on behalf of a State (State) and that is also an Applicant for Federal assistance authorized under 49 U.S.C. chapter 53 that it intends to deposit in its SIB is requested to provide the following assurances on behalf of itself, its SIB, and each subrecipient. Unless FTA determines otherwise in writing, the State itself is ultimately responsible for compliance with its certifications and assurances even though the SIB and a subrecipient may participate in that project. Consequently, in providing certifications and assurances that involve the compliance of its SIB and prospective subrecipients, the State is strongly encouraged to take the appropriate measures, including but not limited to obtaining sufficient documentation from the SIB and each subrecipient, to assure the validity of all certifications and assurances the State has made to FTA. FTA may not award Federal assistance for the SIB Program to the State until the State provides these assurances by selecting Category "24."

The State organization, serving as the Applicant (State) for Federal assistance for its State Infrastructure Bank (SIB) Program authorized by section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, agrees and assures the agreement of its SIB and the agreement of each recipient of Federal assistance derived from the SIB within the State (subrecipient) that each public transportation project financed with Federal assistance derived from SIB will be administered in accordance with:

A. Applicable provisions of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or by section 1511 of TEA-21, 23 U.S.C. 181 note, or by section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181;
B. The provisions of the FHWA, FRA, and FTA or the FHWA and FTA cooperative agreement with the State to establish the State's SIB Program;
C. The provisions of the FTA grant agreement with the State that provides Federal assistance for the SIB, except that any provision of the Federal Transit Administration Master Agreement incorporated by reference into that grant agreement will not apply if it conflicts with any provision of section 1602 of SAFETEA-LU, now codified at 23 U.S.C. 610, or section 1511 of TEA-21, 23 U.S.C. 181 note, or section 350 of the National Highway System Designation Act of 1995, as amended, 23 U.S.C. 181 note, or Federal guidance pertaining to the SIB Program, the provisions of the cooperative agreement establishing the SIB Program within the State, or the provisions of the FTA grant agreement;
D. The requirements applicable to projects of 49 U.S.C. 5307 and 5309, as required by 49 U.S.C. 5323(o); and
E. The provisions of applicable Federal guidance that may be issued and amendments thereto, unless FTA has provided written approval of an alternative procedure or course of action.

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Selection and Signature Page(s) follow.