

Kanefsky Michael

From: JARC-NF
Sent: Friday, October 07, 2011 12:57 PM
To: Kanefsky Michael
Subject: FW: JARC Application- City of Opa-Locka Bus Shuttle
Attachments: Limousines of South Florida, Inc Contract.pdf

Supplemental to CD #14

Natalie Yesbeck Pustizzi
Transportation Planner
South Florida Regional Transportation Authority
800 NW 33rd St., Suite 100
Pompano Beach, FL 33064
954-788-7957
954-942-3325 (fax)
yesbeckn@sfrta.fl.gov
Website: www.sfrta.fl.gov , www.tri-rail.com

From: Charmaine Parchment [<mailto:cparchment@Opalockafl.gov>]
Sent: Wednesday, October 05, 2011 5:24 PM
To: JARC-NF
Subject: RE: JARC Application- City of Opa-Locka Bus Shuttle

Natalie,

Attached is the contract we have with Limousines of South Florida.

Charmaine Parchment
Grant Writer/Coordinator
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054
Ph: (305) 953-2868 ext 1209
Fax: (305) 953-2900
cparchment@opalockafl.gov
www.opalockafl.gov

From: JARC-NF [<mailto:JARC-NF@sfrta.fl.gov>]
Sent: Wednesday, October 05, 2011 11:43 AM
To: Charmaine Parchment
Cc: Jarman Marie; McKeever Carla
Subject: RE: JARC Application- City of Opa-Locka Bus Shuttle

Charmaine,

Thank you for submitting the requested information. I have one additional piece of information that would be helpful. Could you please provide the contract you have with Limousines of South Florida?

Thank you,

Natalie Yesbeck Pustizzi
Transportation Planner
South Florida Regional Transportation Authority
800 NW 33rd St., Suite 100

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954-788-7957
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Website: www.sfrta.fl.gov , www.tri-rail.com

From: Charmaine Parchment [<mailto:cparchment@Opalockafl.gov>]
Sent: Tuesday, October 04, 2011 4:26 PM
To: JARC-NF; Yesbeck Natalie; McKeever Carla
Cc: Kathy Phillips; David Chiverton; City_Manager; Fritz Armand; Mohammad Nasir
Subject: RE: JARC Application- City of Opa-Locka Bus Shuttle

Dear Ms. Pustizzi,

Per your email of September 30, 2011, enclosed is the response to your request for additional information.

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

Sincerely,

Charmaine Parchment
Grant Writer/Coordinator
City of Opa-Locka
780 Fisherman Street, 4th Floor
Opa-Locka, FL 33054
Ph: (305) 953-2868 ext 1209
Fax: (305) 953-2900
cparchment@opalockafl.gov
www.opalockafl.gov

From: JARC-NF [<mailto:JARC-NF@sfrta.fl.gov>]
Sent: Friday, September 30, 2011 11:58 AM
To: City_Manager
Cc: McKeever Carla
Subject: JARC Application- City of Opa-Locka Bus Shuttle
Importance: High

Dear Mr. Finnie,

The South Florida Regional Transportation Authority (SFRTA) has received your JARC application for the City of Opa-Locka Bus Shuttle. In order to fully evaluate your application, we ask that you please provide the following information:

- Please provide a detailed cost estimate. We would like to see how the numbers in Question #29 were derived.
- A rationalization as to why the cost increases in the second year- Question #29.

This is a time sensitive request. We ask that you please submit this information, **via email only**, by close of business (5 pm) on Tuesday, October 4, 2011.

Sincerely,

Natalie Yesbeck Pustizzi

Transportation Planner
South Florida Regional Transportation Authority
800 NW 33rd St., Suite 100
Pompano Beach, FL 33064
954-788-7957
954-942-3325 (fax)
yesbeckn@sfrta.fl.gov
Website: www.sfrta.fl.gov , www.tri-rail.com

**Agreement
By and Between
City of Opa Locka
&
Limousines of South Florida, Inc.
For
Operation and Maintenance of Transit Bus Service**

THIS AGREEMENT dated 26th day of Jan, 2011 by and between the City of Opa Locka (herein, the "City"), a Florida Municipal Corporation, and Limousines of South Florida, Inc., a Florida corporation, hereinafter "Contractor".

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

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

WHEREAS, City has selected Contractor for the operation and maintenance of the transit bus system which shall be known as the "Opa Locka Shuttle Bus Routes" and described herein.

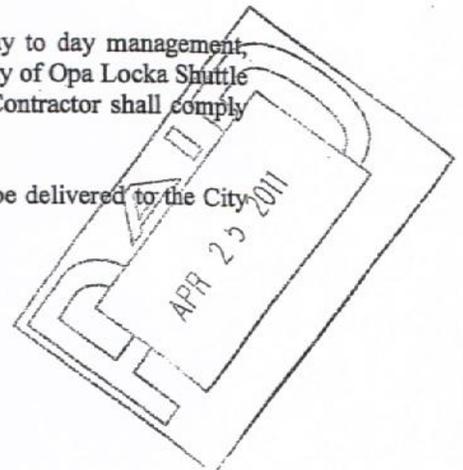
IN CONSIDERATION of mutual terms, conditions, promises, covenants and payments hereinafter set forth, City of Opa Locka and Contract agree as follows:

**ARTICLE 1
DEFINITIONS**

- 1.1 "Agreement" means this Agreement as it may be modified from time to time.
- 1.2 "Contractor" means Limousines of South Florida, Inc., a Florida corporation.
- 1.3 "County" means Miami-Dade County, a political subdivision of the State of Florida.
- 1.4 "City" means the City of Opa Locka, a municipal corporation of the State of Florida.
- 1.5 "Revenue Hours" means the time between the first bus route stop and the last scheduled bus route stop, rounded to the nearest hour, as set by the City from time to time.

**ARTICLE 2
CONTRACTOR'S SERVICES**

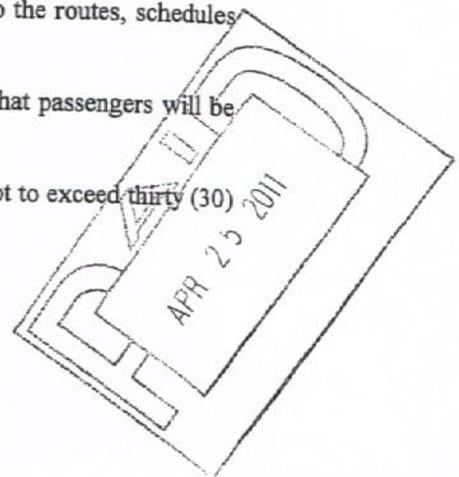
- 2.1 Contractor agrees to provide all services necessary to provide for the day to day management, operation and maintenance of the public transportation services for the "City of Opa Locka Shuttle Routes" according to any future Agreements between County and City. Contractor shall comply with every term; condition; duty and obligation set forth in this agreement.
- 2.2 Any and all fares collected will belong to the City and fare canister will be delivered to the City Finance Department for the City to count and reconcile.



- 2.3 Established service shall be on fixed routes with designated intermediate stops. The hours of operation shall be initially fixed by the City and may be changed from time to time at the absolute discretion of the City.
- 2.4 Contractor shall keep records concerning the number of passengers per revenue hour on each route operated by the Contractor.
- 2.5 Contractor will provide the City with one (1) 16-passenger minibuses that will be in service a minimum of thirteen hours per day, five days per week.
- 2.6 Vehicles shall be operated by properly licensed operators employed by Contractor. These employees shall provide full utilization of vehicles to disabled passengers while in service.
- 2.7 Contractor shall maintain the vehicle provided by the City in accordance with manufacturer's standards and keep vehicles in a reasonable and safe condition at all times.
- 2.8 Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) as amended at all times.
- 2.9 Contractor shall at all times during this Agreement comply with the requirements of the Miami-Dade County Ordinance pertaining to the maintenance of a Drug Free Work Place Program.
- 2.10 Contractor at all times during this Agreement shall comply with all applicable requirements of the United States Department of Transportation and the Federal Transit Administration, which shall include, but not be limited to, regulations for drug and alcohol testing. To the extent that any terms of this Agreement are inconsistent with the United States Department of Transportation regulations, the requirements of the United States Department of Transportation shall control.
- 2.11 Contractor agrees that if the City specifies a City logo for the buses, it shall be placed on the vehicle in the manner specified by the City. Contractor shall not place any advertising or other graphics or lettering on (or within) the bus except what is required by law or ordinance. City may elect to wrap buses at their sole cost and expense.
- 2.12 Contractor shall maintain certain records of information and data in the format prescribed by the City and shall furnish such records to the City on a monthly basis.

ARTICLE 3 CITY'S SERVICES

- 3.1 City shall review all policies established by the Contractor relative to the public transportation services.
- 3.2 City shall be responsible for the service planning, including adjustments to the routes, schedules and such other factors that affect the quality of service provided.
- 3.3 City shall be responsible for designation of transit stops. It is understood that passengers will be able to board and depart at designated stops.
- 3.4 City will be responsible for payment to the Contractor in a timely period, not to exceed thirty (30) days from time of invoice being submitted to the City.



ARTICLE 4
TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall begin on February 1, 2011 and shall remain in effect until January 31, 2012. The parties may agree to extend this Agreement for an additional one (1) year term. The City or the Contractor is under no obligation to extend or renew this Agreement after its expiration.
- 4.2 The City shall be entitled to terminate this Agreement for any reason during the term hereof upon thirty (30) days prior written notice to Contractor. The Contractor shall be paid all compensation through the effective date of such termination."

ARTICLE 5
COMPENSATION

- 5.1 In return for services provided by Contractor and specified in this Agreement, the City agrees to pay Contractor Forty-Six dollars ~~(\$44.60)~~ per hour, per vehicle in revenue service. The City shall not be responsible for payment of any other monies to Contractor under this Agreement.
- 5.2 City shall pay Contractor invoices monthly. Contractor shall submit invoices to the City documenting hours of service provided by the Contractor during the preceding month together with such additional documentation, which may be required by the City (e.g., ridership statistics). Within thirty (30) days of receipt of such invoices, City shall compensate Contractor pursuant to the terms set forth herein.

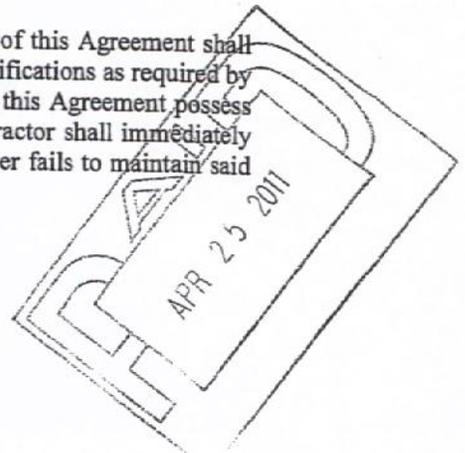
ARTICLE 6
PERFORMANCE STANDARDS

- 6.1 The public transportation service described in this Agreement must begin operations on February 1, 2011 and such service shall run according to the schedule set forth in Exhibit A. The schedule shall be followed unless otherwise agreed upon in writing by the parties.
- 6.2 Contractor shall complete one hundred percent (100%) of all scheduled trips on a daily basis, subject only to delays, which are attributable to vehicular accidents or mechanical breakdowns.

ARTICLE 7
PERSONNEL REQUIREMENTS

- 7.1 Contractor shall designate a Project Manager who will oversee the complete operation of the public transportation service and who will serve as the day-to-day liaison with the City.
- 7.2 Vehicle chauffeurs employed by the Contractor during the term of this Agreement shall be properly licensed operators. The vehicle chauffeurs shall have the qualifications as required by the State of Florida and the County. All drivers shall, during the term of this Agreement possess the following qualifications and adhere to the following standards. Contractor shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards as listed below:

- 7.2.1 Minimum age for driver shall be 21 years.



- 7.2.2 Drivers must possess a valid Florida commercial driver's license as required by law.
- 7.2.3 Drivers shall have no more than three (3) moving violations or accidents (counted individually or combined) within a five (5) year period. Drivers shall have no history of a conviction for a DUI, DWI, or possession, control, or distribution of an illegal substance. Additionally, drivers shall have no history of felony convictions. Finally, in the event a law enforcement agency charges a driver with any of the foregoing, upon receipt of knowledge of such fact, the driver involved shall be suspended.
- 7.2.4 Drivers must be capable of speaking, writing and understanding the English language fluently.
- 7.2.5 Drivers shall operate the vehicle in a safe and timely manner.
- 7.2.6 Drivers shall be courteous to all passengers and the general public at all times and shall respond to passenger questions regarding the use of the subject service.
- 7.2.7 At all times while on duty, drivers shall wear clean and presentable uniforms which include a company shirt, appropriate length shorts, skirt or pants and closed toe shoes. Torn, frayed, stained, or severely faded uniforms shall not be considered "presentable".
- 7.2.8 Drivers shall distribute or collect flyers, handouts, surveys, etc., as City may request from time to time.
- 7.2.9 Drivers shall not accept gratuities.
- 7.2.10 Drivers shall assist passengers with disabilities with entering and exiting the vehicles in accordance with safe practice.
- 7.2.11 Drivers shall not permit passengers to smoke or play a radio in the vehicles (unless the passenger is using headphones with the radio).
- 7.2.12 Drivers shall not be convicted of a crime during the term of this Agreement.
- 7.2.13 Drivers shall not test positive for drug use on a drug test administered by a responsible testing facility or in cooperation with the drug-testing program.
- 7.2.14 City may request immediate removal of any driver who fails to comply with any provision of this section.

ARTICLE 8
CONDITION AND MAINTENANCE OF THE VEHICLES

- 8.1 Contractor shall maintain the vehicles in accordance with manufacturer's standards.
- 8.2 Contractor shall supply any additional vehicles to provide back-up service within one hour in the event that one or more vehicles are out of service. Contractor shall provide ADA accessible back-up vehicles should they be necessary to continue service as outlined in this contract.

8.3 Vehicles shall be maintained in good condition, both operationally and in their appearance, and in accordance with any County requirements or any City requirements. All vehicles shall be kept in good repair and condition, satisfactory to the City at a minimum.

ARTICLE 9
RECORD KEEPING, REPORTING AND AUDITING

9.1 Contractor shall record on a daily basis and report weekly to the City all disruptions in service, late service vehicle breakdowns, accidents, vehicles out of service and any other incident affecting service.

9.2 Contractor shall maintain daily records of total passenger utilization and total mileage logged on the vehicles by route while performing the services under this Agreement. Project Manager shall provide accurate reports on ridership by route and by trip to City on a monthly basis.

9.3 City shall approve Contractor's forms that may be required in addition to those required by the County.

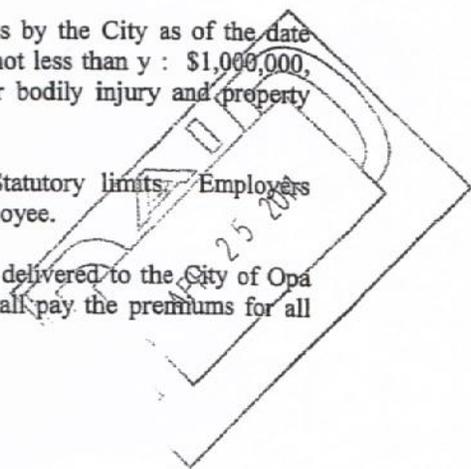
ARTICLE 10
INSURANCE REQUIREMENTS

The Contractor will comply with insurance requirements as set forth below and shall not commence performance of duties until all certificates of insurance have been approved by the City's Risk Management Department.

10.1 Proof of insurance must be provided for General Liability, Auto Liability, Workers Compensation, Employers liability. The contractor shall carry at all times the required insurance coverage and it shall name the City of Opa Locka as additional insured. The insurance requirements are as follows:

- A. General liability in such amounts as shall be requires by the City as of the date hereon as may be amended from time to time but not less than : \$1,000,000 each occurrence, \$1,000,000 for Fire, \$1,000,000 Medical Expenses, \$1,000,000 for Personal and Advertising injury, \$1,000,000 for General Aggregate, \$1,000,000 for Products and Completed Operations Aggregate.
- B. Auto Liability in such amounts as shall be requires by the City as of the date hereon as may be amended from time to time but not less than y : \$1,000,000, Any Auto, Combined Single Limit \$1,000,000 for bodily injury and property damage each accident.
- C. Workers Compensation coverage A&B Florida Statutory limits, Employers Liability \$100,000 each accident, \$100,000 per employee.

10.2 Original Certificates of Insurance required herein shall be delivered to the City of Opa Locka prior to performance of duties. The Contractor shall pay the premiums for all



insurance required by this Agreement. The Contractor shall cause all policies of insurance required by this Agreement to be reviewed annually by the City's Risk Management Department so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be cancelled or materially changed without the giving of a minimum of thirty (30) days prior written notice to the City of Opa Locka, and in such event, a policy pursuant to the above terms must be submitted.

ARTICLE 11
INDEMNIFICATION

As to City: The Contractor agrees to indemnify and hold harmless the City of Opa Locka, its officers, employees, and officials, (and at the City's discretion the Contractor will provide defense or pay for legal counsel selected by the City to represent the City and its officers, officials, and employees) for, from and against all claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including costs, attorneys' and paralegals' fees, and fees of experts, imposed on or incurred by the City of Opa Locka in connection with any and all loss of life, bodily injury and damage to property which arises, relates, or pertains to, directly or indirectly, the Contractor's acts or omissions (including negligent acts or omissions) with respect to the use of any vehicle provided for in this Agreement or with respect to the Contractor's performance of the services set forth in this Agreement. To the extent necessary by the City of Opa Locka any sums due the Contractor under this Agreement may be retained by City as a set off against City's claims for indemnification, pursuant to this Agreement and any amount withheld shall not be subject to payment of interest by City.

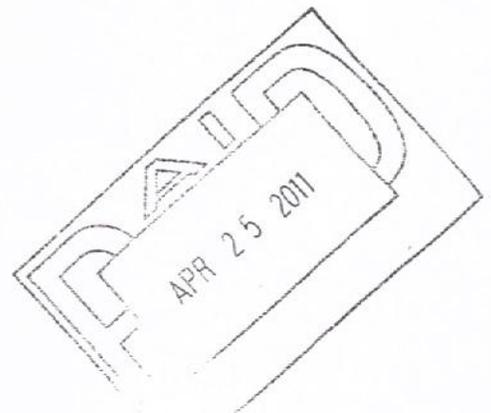
Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City. Nothing in this Agreement shall be construed as consent by the City to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 12
NOTICES

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

For the City of Opa Locka

City Manager



For Limousines of South Florida, Inc.:

Limousines of South Florida, Inc.
Attention: Mark Levitt, President
2595 Northwest 38th Street
Miami, FL 33142-5254

ARTICLE 13
MISCELLANEOUS

13.1 **NONDISCRIMINATION:** Contractor agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeships. Contractor agrees to furnish City with a copy of its Affirmative Action Policy or in the event that Contractor contracts with a third party for this service, such third party's Affirmative Action Policy shall be furnished to City.

13.2 **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be subject to the supervision of Contractor, and such services shall not be provided by Contractor or its agents as officers, employees, or agents of the City. The parties expressly acknowledge that it is not their intent to create any rights in any third person or entity under this Agreement.

13.3 **ASSIGNMENT AND PERFORMANCE:** Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party and Contractor shall not subcontract any portion of the work required by this Agreement except as authorized herein.

13.4 **QUALITY REPRESENTATIONS AND WARRANTY.** Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skill, either by training, experience, education or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in this Agreement and to provide and perform such services to City's satisfaction.

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

13.5 **NON-WAIVER OF BREACH:** Failure by City to enforce any provision or modification of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement.

13.6 **MATERIALITY.** City and Contractor agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

13.7 **CONSIDERATION ACKNOWLEDGED.** Contractor and City agree that there is sufficient and adequate consideration to support each right, duty, obligation, responsibility, and covenant of this Agreement.

13.8 **SERVERANCE:** In the event this Agreement or 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 City or Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

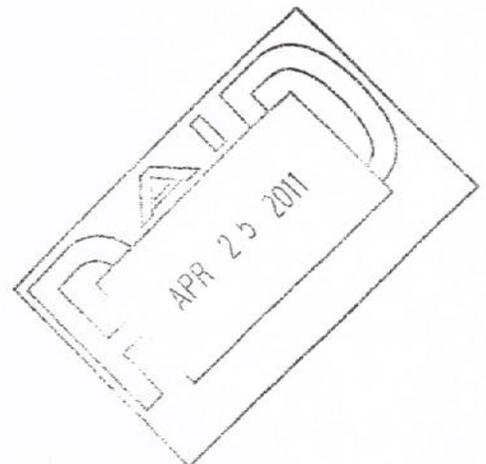
13.9 **JOINT PREPARATION:** Preparation of this Agreement has been a joint effort of City and Contractor and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.

13.10 **PRIORITY OF PROVISIONS:** If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 15 of this Agreement shall prevail and be given effect.

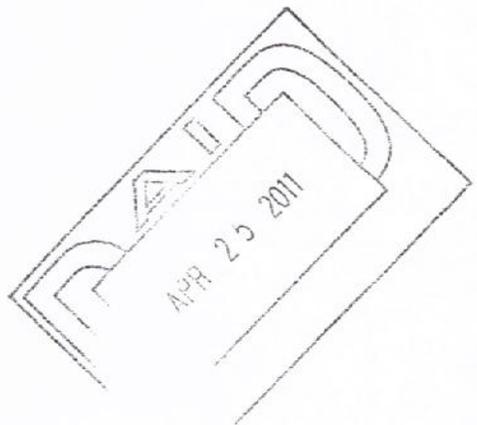
13.11 **APPLICABLE LAW AND VENUE:** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

13.12 **AMENDMENTS:** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the City and the Contractor.

13.13 **PRIOR AGREEMENTS:** This document incorporates and includes all prior negotiations, correspondence, conversation, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms or conditions contained herein shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 13.10 above.



(Intentionally Left Blank)



IN WITNESS WHEREOF, CITY OF OPA LOCKA AND Limousines of South Florida, Inc. have signed this AGREEMENT. One counterpart has been delivered to the City and Contractor.

Signed, sealed and delivered in the presence of:

Attest: [Signature]
City Clerk

CITY OF OPA LOCKA

By: [Signature]
City Manager

Witness

Typed Name of Witness

Witness

Typed Name of Witness

Approved as to terms, scope, insurance:

By: _____

Approved as to Form

By: [Signature]
City Attorney

Insurance approved:

By: _____
Risk Manager

STATE OF FLORIDA
COUNTY MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared _____, as the Mayor and City Clerk respectively, who are personally known to me to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same on behalf of the City of Opa Locka, Florida, and who did not take an oath.

WITNESS my hand and official seal this _____ day of _____, 2010.

Notary Public

My commission expires:
My commission number is:

[Signature]

Witness

[Signature]
Mark Luu.H

Typed Name of Witness

Witness

[Signature]
Edwelyn Garcia

Printed Name of Notary

(notary seal)

Limousines of South Florida, Inc.

By: [Signature]
John Busskohl - Chief
Operating Officer
2595 NW 38th Street
Miami, Florida 33142-5254



STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments appeared Mark Levitt, as President of Limousines of South Florida, Inc., who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that he executed the same, who has produced _____ as identification, and who did not take an oath.

WITNESS my hand and official seal this 17 day of JANUARY 2011

Thomas Rankine

NOTARY PUBLIC, STATE OF FLORIDA
THOMAS RANKINE

Printed Name of Notary

My commission expires:

My commission no. is:

NOTARY PUBLIC (Notary Seal)
THOMAS L. RANKINE
MY COMMISSION # DD 979188
EXPIRES: August 6, 2014
Bonded Thru Budget Notary Services

