

REQUESTED COMMISSION ACTION:

     Consent        X   Ordinance           Resolution           Consideration           Workshop

SHORT TITLE OR MOTION: An Ordinance of the City Commission of the City of Pompano Beach, Florida, approving and authorizing the proper City officials to execute an Agreement for transportation services between the City of Pompano Beach and Limousines of South Florida, Inc. to provide a Community Bus Service; providing an effective date, for a total cost of \$288,787

(Fiscal impact: \$16,640)

Summary of Purpose and Why:

The City of Pompano Beach has had a free Community Bus Program since 2003, which has been operated by Limousines of South Florida. This year, however, an RFP was sent out in order to solicit competitive bids from different vendors. Only two vendors replied and Limousines of South Florida, Inc. was selected to continue running the program; this selection was approved at the May 12th, 2015 City Commission meeting. Furthermore, staff received authorization to negotiate a contract with the highest ranked firm.

Accordingly, attached is a proposed Agreement between the City of Pompano Beach and Limousines of South Florida, Inc. for operation of the City's Community Bus Program. The proposed Agreement is very similar in language and scope compared to the 2009 Agreement. The only material differences that exist are as follows:

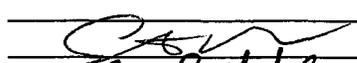
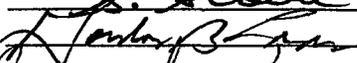
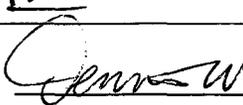
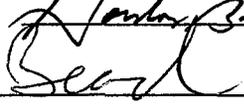
\* Price – The price of operating the program will be \$34.71/hr, which is an increase of \$2.00. The annual impact of this increase will be \$4,160/vehicle; this cost increase will be covered by the Local Option Transit Gas Tax that is remitted to the City each year by the State. Additionally, the annual Capital Allowance will increase by \$1,295.2 from \$12,000 per vehicle to \$13,295.20 per vehicle. There is no impact on the City as the Capital Allowance is paid for by Broward County. In addition to the annual Capital Allowance, the City will continue to be reimbursed \$15/hr by the County.

Ridership Per Hour – Under the Inter-local Agreement between the City and Broward County, the City and Contractor are required to maintain an average ridership of 7.1 passengers per hour.

The total annual net cost to the City (including price increase) is \$16,640; again, this cost will be covered by the annual Transit Tax collected on gas consumption. Staff recommends approval of attached Agreement.

QUESTIONS TO BE ANSWERED BY ORIGINATING DEPARTMENT:

- (1) Origin of request for this action: Budget Office
- (2) Primary staff contact: Ernesto Reyes, Assistant to the City Manager for Budget and Strategic Planning Ext. 4601
- (3) Expiration of contract, if applicable: June 2018
- (4) Fiscal impact and source of funding: \$16,640; this cost is paid for by the Local Option Transit Gas Tax that is annually remitted to the City.

DEPARTMENTAL COORDINATION	DATE	DEPARTMENTAL RECOMMENDATION	DEPARTMENTAL HEAD SIGNATURE
Budget Office	6/2/15	Approval	
Finance	6/3/15	Approval	
City Attorney	6/3/15		
<u>X</u> City Manager			

ACTION TAKEN BY COMMISSION:

<u>Ordinance</u>	<u>Resolution</u>	<u>Consideration</u>	<u>Workshop</u>
1st Reading <u>6/23/15-</u>	1st Reading _____	Results: _____	Results: _____
2nd Reading <u>Adopted-6/9/15- Ord.15-57</u>			

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## MEMORANDUM

**DATE:** May 28<sup>th</sup>, 2015

**TO:** Gordon Linn, City Attorney

**FROM:** Ernesto Reyes, Assistant to the City Manager for Budget & Strategic Planning  
City Manager's Office

**SUBJECT:** Community Bus Service

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Please prepare an ordinance for the City Commission to authorize staff to execute a service agreement between Limousines of South Florida, Inc. and the City of Pompano Beach. It will be place on the June 9<sup>th</sup> City Commission meeting. Thanks.

If you need additional information or have any questions, please contact me at ext. 4049.

Thank you.



2015 JUN -2 AM 10: 26

**City Attorney's Communication #2015-1045**

June 2, 2015

**TO:** Ernesto Reyes, Assistant to the City Manager  
**FROM:** Gordon B. Linn, City Attorney  
**RE:** Ordinance – Limousines of South Florida, Inc. / Community Bus Service

As requested in your memorandum of May 28, 2015, the following form of Ordinance, relative to the above-referenced matter, have been prepared and are attached:

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. TO PROVIDE COMMUNITY BUS SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

Please do not hesitate to contact me if I may be of further assistance.

GORDON B. LINN

/jrm  
l:cor/mgr/atcm/2015-1045

Attachment

ORDINANCE NO. 2015-\_\_\_\_\_

**CITY OF POMPANO BEACH**  
**Broward County, Florida**

**AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF POMPANO BEACH, FLORIDA, APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE A SERVICE CONTRACT BETWEEN THE CITY OF POMPANO BEACH AND LIMOUSINES OF SOUTH FLORIDA, INC. TO PROVIDE COMMUNITY BUS SERVICE; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, pursuant to law, ten (10) days' notice has been given by publication in a paper of general circulation in the City, notifying the public of this proposed ordinance and of a public hearing in the City Commission Chambers of the City of Pompano Beach; and

WHEREAS, a public hearing before the City Commission was held pursuant to the published notice described above, at which hearing the parties in interest and all other citizens so desiring had an opportunity to be and were, in fact, heard; now, therefore,

**BE IT ENACTED BY THE CITY OF POMPANO BEACH, FLORIDA:**

**SECTION 1.** That a Service Contract between the City of Pompano Beach and Limousines of South Florida, Inc. to provide community bus service, a copy of which Contract is attached hereto and incorporated herein by reference as if set forth in full, is hereby approved.

**SECTION 2.** That the proper City officials are hereby authorized to execute said Contract.

**SECTION 3.** If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of

this Ordinance that can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable.

**SECTION 4.** This Ordinance shall become effective upon passage.

**PASSED FIRST READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

**PASSED SECOND READING** this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
**LAMAR FISHER, MAYOR**

**ATTEST:**

\_\_\_\_\_  
**ASCELETA HAMMOND, CITY CLERK**

/jrm  
6/2/15  
L:ord/2015-346

# SERVICE CONTRACT

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the CITY OF POMPANO BEACH, hereinafter referred to as "City" and Limousines of South Florida, Inc., hereinafter referred to as "Contractor."

**WHEREAS**, City requires services which Contractor is capable of providing, under the terms and conditions hereinafter described or referenced; and

**WHEREAS**, Contractor is able and prepared to provide such services as City does hereinafter require, under those terms and conditions set forth.

**NOW, THEREFORE**, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit "A" – Scope of Services; Exhibit "B" insurance requirements, if needed; and all written change orders and modifications issued after execution of this Agreement. These form the Contract and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

2. Purpose. City hereby contracts with Contractor to provide Community Bus service upon the terms and conditions herein set forth

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit "A" (Scope of Services), attached hereto and by reference incorporated herein and made a part hereof.

4. Term of Contract. This Contract shall be for a term of three (3) years or less beginning with the date this Contract is fully executed by both parties.

5. Renewal. In the event City determines the Contractor to be in full compliance with this contract and Contractor's performance to be satisfactory, then City shall have the option to renew this contract for an additional period of two (2) one – year renewals, provided that City will provide notification within sixty (60) days of termination date of its intention.

6. Maximum Obligation. City agrees to pay Contractor in consideration for its services described herein. It is the intention of the parties hereby to insure that unless otherwise directed by the City in writing, Contractor will continue to provide services as specified in Exhibit "A" for the term of the contract.

7. Price Formula. City agrees to pay Contractor for performance of the services set forth in this Agreement as follows:

**Payment of a Fixed Fee of \$19.71 per hour per vehicle, excluding \$15 per revenue hour per vehicle and an annual maximum pro-rated amount of \$13,295.20 per vehicle for capital allowance.**

8. Invoices. Contractor shall submit the invoices to City, if requested by City, as follows:

Invoices shall be submitted on a monthly basis.

9. Payment. All payments by the City shall be made after the service has been provided. All invoices shall be submitted to the City for approval and payment will be issued within forty-five (45) days of submittal.

10. Disputes.

A. Any factual disputes between City and the Contractor in regard to this Agreement shall be directed to the City Manager for the City, and such decision shall be final.

B. Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

11. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

**If to Contractor:** Limousines of South Florida, Inc.  
3300 S.W. 11<sup>th</sup> Avenue  
Fort Lauderdale, Fl 33315  
Contact: Mark Levitt

**If to City:** City of Pompano Beach  
P. O. Box 1300  
Pompano Beach, Florida 33060  
Attention: Ernesto Reyes

12. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by City, and City shall cooperate in the carrying out of the work without undue delay.

13. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

14. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake,

flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

15. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name City as additional insured on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days notice to City.

16. Indemnity. The Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the contract shall constitute specific consideration to Contractor for the indemnification to be provided under the contract.

17. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the City, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

18. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

19. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the City to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that City or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

20. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

21. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors,

subcontractors and the employees thereof, shall not in any manner be deemed to be employees of City. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any withholding for tax, social security or other purposes by City, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from City.

22. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of City. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with City and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

23. Public Records.

A. The City of Pompano Beach is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the city in order to perform the service;

2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in Chapter 199, Fla. Stat., or as otherwise provided by law;

3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the city in a format that is compatible with the information technology systems of the City.

B. The failure of Contractor to comply with the provisions set forth in this section shall constitute a Default and Breach of this Agreement and the city shall enforce the Default in accordance with the provisions set forth in this Agreement or as provided by law.

24. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

25. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not

operate to bar or prevent the City from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

26. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or 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, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

27. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

28. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The City hereby promises and agrees with the Contractor to employ and does employ the Contractor to provide the materials, if any, and to do and cause to do and be done the above-described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the City by reason of entering into this contract, except as expressly provided herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Witnesses:

**CITY OF POMPANO BEACH**

\_\_\_\_\_

By: \_\_\_\_\_  
LAMAR FISHER, MAYOR

\_\_\_\_\_

By: \_\_\_\_\_  
DENNIS W. BEACH, CITY MANAGER

Attest:

ASCELETA HAMMOND, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GORDON B. LINN, CITY ATTORNEY

STATE OF FLORIDA  
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by **LAMAR FISHER** as Mayor, **DENNIS W. BEACH** as City Manager, and **ASCELETA HAMMOND** as City Clerk of the City of Pompano Beach, Florida, a municipal corporation, on behalf of the municipal corporation, who is personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

“CONTRACTOR”

Limousines of South Florida, Inc.  
(Print or type name of company here)

Witnesses:

[Signature]  
THOMAS RAVILONE  
(Print or Type Name)

[Signature]  
Mayra L Fernandez  
(Print or Type Name)

By: [Signature]

Print Name: Mark Levitt

Title: Vice President

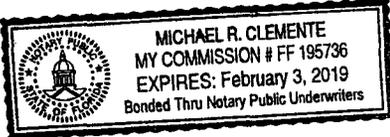
Business License No. \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of June, 2015, by Mark Levitt as Vice President of Limousines of South Florida, Inc., a Florida corporation on behalf of the corporation. He/she is personally known to me or who has produced D/L (type of identification) as identification.

NOTARY'S SEAL:



[Signature]  
NOTARY PUBLIC, STATE OF FLORIDA

Michael R Clemente  
(Name of Acknowledger Typed, Printed or Stamped)

FF 195736  
Commission Number

l:agr/genl srvs/service contract

# EXHIBIT A

## Scope of Services

The City of Pompano Beach oversees FOUR (4) bus routes under Broward County Transit's (BCT) Community Bus Program. The four routes encompass each major section of the City and interconnect with one another, allowing riders to travel throughout the City without having to utilize a different transportation service. All four of the routes connect to the Broward County's Mass Transit Center.

The vehicles and services will operate within residential and business communities. The vehicles' size, seating capacity, and other features shall be compatible with neighborhood streets that are unable to be utilized by the larger 42 passenger buses. The conduct of the operators and the vehicle's design shall be tasteful. Limousine of South Florida, Inc. will be required to operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Bus Program.

Below is a summary of the routes:

**Red Route** The Red Route, highlighted in red on Exhibit A, is a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development. The residential communities are predominately retirees, with a few professional and working class residents. Some of the roadways within the community do not receive any type of transit service, as the roads are too narrow for larger buses to pass through. The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard. It proceeds west on Martin Luther King Jr. Boulevard to N.W. 27th Avenue where the route then heads south to Palm Aire Marketplace Plaza. From Palm Aire Marketplace Plaza the route proceeds south on Powerline Road, west on Palm Aire Boulevard North, west on Palm Aire Drive West, circles around Oaks Terrace back to Palm Aire Drive West, heads east on Palm Aire Drive West, south on Cypress Drive West towards the Palm Aire Publix where the route then heads back north on Cypress Drive West to Palm Aire Drive South, then east on Palm Aire Boulevard South passing by the Pompano Harness Track Isle of Capri Casino. The route then heads back west on Palm Aire Drive South until Powerline Road, where the route then proceeds north on Powerline Road. The route heads west on Atlantic Boulevard, north on N.W. 27th Avenue to Martin Luther King Jr. Boulevard, and then back east to the corner of Martin Luther King Jr. Boulevard.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

## Orange Route

The Orange Route, highlighted in orange on Exhibit A, is also a mix of residential and business communities. The business districts serviced by the route are a mix of new and old development along Dixie Highway and Federal Highway. The residential communities are a mix of retirees, professional and working class residents.

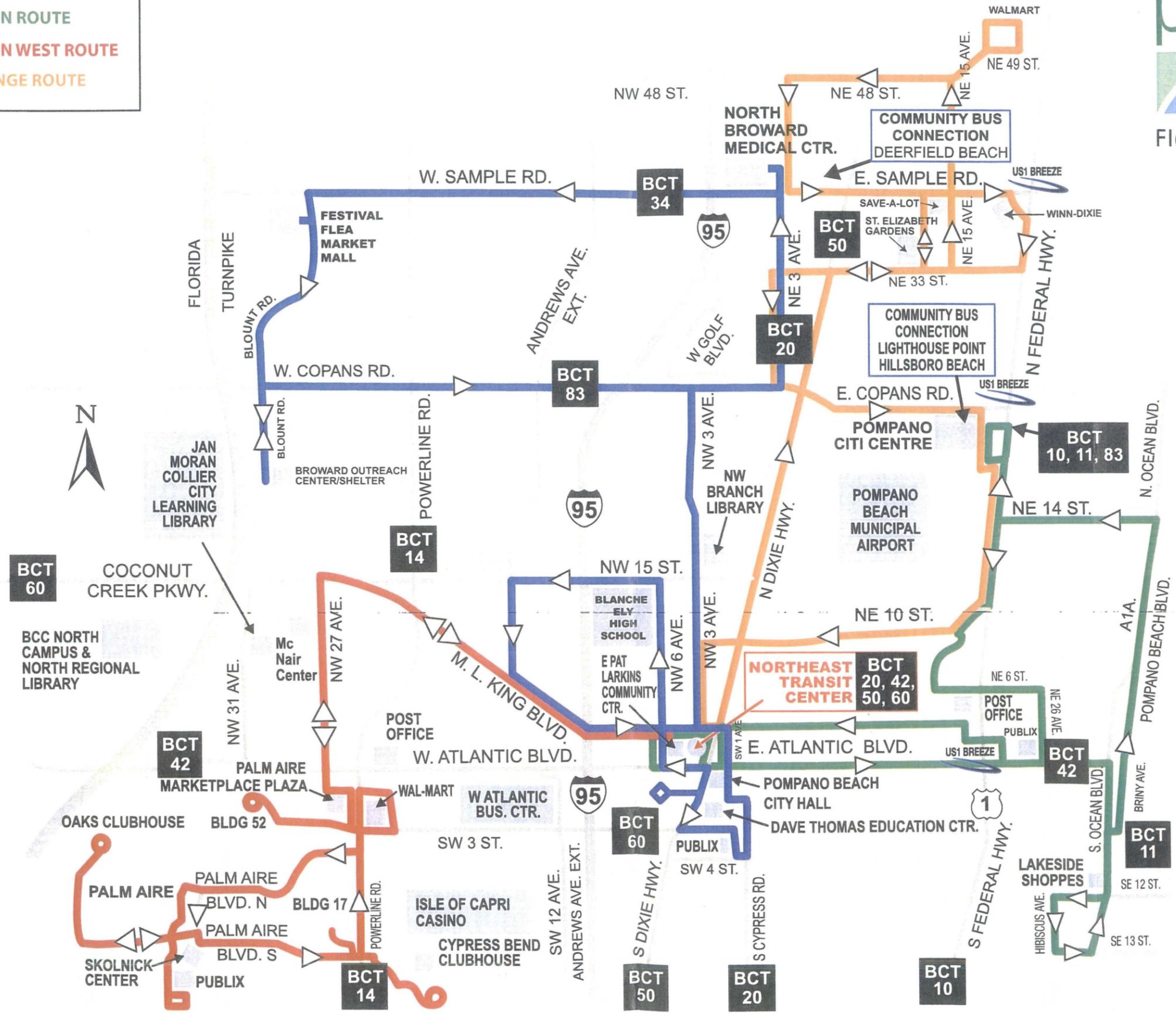
The estimated headway time is 68 minutes. The route begins on the corner of Martin Luther King Jr. Boulevard and proceeds north on Dixie Highway to N.E. 33rd Street to Saint Elizabeth Gardens and Save a Lot Sample Road. The route then heads north on N.E. 15th Avenue, circles around Walmart on

# Pompano Beach Community Bus System Map



**LEGEND**

- BLUE ROUTE
- GREEN ROUTE
- GREEN WEST ROUTE
- ORANGE ROUTE



N.E. 49th Street, and then heads west on N.E. 49th Street. The route turns south on N.E. 3rd Avenue, east on Sample Road and south on Federal Highway, and back on N.E. 33rd Street west, and on N.E. 3rd Avenue south. The route proceeds east on Copans Road towards Pompano Beach City Center and then heads south on Federal Highway, west on N.E. 10th Street, and then back south on N.W. 3rd Avenue to the corner of Martin Luther King Jr. Boulevard.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:57 p.m.

### **Green Route**

The area's residents are a mix of professionals and retirees. However, the City's Coastal Area is a popular destination for both residents and visitors alike, especially between the months of November and April. Accordingly, transit users consist of a mix of local residents and those who reside outside the Coastal Community, whom utilize public transportation to travel to popular destinations along the City's beaches. Some of the roadways within the community do not receive transit service since they are narrow and difficult to navigate with the 42-passenger buses. Thus, those desiring to travel to certain destinations east of Federal Highway are forced to walk on side streets to access certain destinations. The Green Route, highlighted in green on Exhibit A (attached), has an estimated headway of sixty (68) minutes. The route begins at the E. Pat Larkins Community Center. The route heads east on Martin Luther King Jr. Boulevard towards Dixie Highway, where the route then turns south on Dixie Highway towards East Atlantic Boulevard. The route proceeds east on East Atlantic Boulevard, south towards Lakeside Shoppes before heading north on Pompano Beach Boulevard on to A1A North. The route heads east on N.E. 14th Street, north on North Federal Highway towards Pompano Citi Centre before heading south on North Federal Highway, turns west on N.E. 10th Street, south on N.E. 18th Avenue, east on N.E. 6th Street going towards N.E. 26th Avenue, where the route then goes south on N.E. 26th Avenue and back west on East Atlantic Boulevard. The route turns north on N.E. 24th Avenue and heads west on N.E. 2nd Street, north on N.E. 19th Avenue and then west on N.E. 4th Street and back to the E. Pat Larkins Community Center.

Hours of operation: Monday – Friday from 9:00 a.m. to 4:52 p.m.

### **Blue Route**

The Blue route, highlighted in blue on Exhibit A, mainly targets the City's working class residents. The route passes predominantly through residential sections of the City, as a number of the residents encompassed by the route rely on public transportation as their main mode of transportation.

The Blue Route has an estimated headway of 80 minutes. The route begins by the intersection of Martin Luther King, Jr. Boulevard and Dixie Highway at the Northeast Transit Center. The route proceeds north on N.W. 6th Avenue and then goes west on N.W. 15th Street to Andrews Avenue. The route turns south on Andrews Avenue to Martin Luther King Jr. Boulevard. The route proceeds east on Martin Luther King Jr. Boulevard, south on S.W. 1st Avenue, south on Cypress Road, east on S.W. 4th Street, north on South Dixie Highway, west on S.W. 2nd Court, northeast on Avondale Drive, east on S.W. 2nd Street, north on South Dixie Highway, then north on N.W. 3rd Avenue passing by the Northwest Pompano Beach Library. The route heads east on Copans Road, then north on N.E. 3rd Avenue to the North Broward Hospital, and then back south on N.E. 3rd Avenue where it travels east along W. Sample Rd towards the Festival Flea Market Mall on Blount Rd. Afterwards, the route

continues south on Blount Rd. to the Broward Outreach Center/Shelter, then north on Blount Rd. to W. Copans Rd where it turns and heads east to NW 3rd. Ave. and back to the Northeast Transit Center.  
Hours of operation: Monday – Friday from 8:40 a.m. to 4:37 p.m.

Note: The City reserves the right to make minor adjustments (hours, frequency, days of operation, service areas, etc.) to these stated routes, in an effort to enhance the level of service. A minimum of two weeks' notice will be provided to the contractor, in the event minor adjustments are expected/required.

### **Tasks/Deliverables**

#### **1. Revenues:**

Contractor shall operate the bus service as a free fare public transportation service. Implementation of fares and subsequent increases will be solely at the City's discretion. Contractor will not be allowed to pursue bus advertising inside or outside the bus, unless otherwise specified by the City.

Contractor will be allowed to pursue private subsidies and joint participation with the private sector and other sources.

#### **2. Funding**

Under the terms of the County's Community Shuttle Program, the City is eligible to receive \$15 per revenue hour for the operation of each vehicle, whether the vehicles are provided by the Vendor or City. Having the vendor completely operate the Community Bus Program, in which instance the vendor would be providing their own buses, the City will be eligible to receive an annual pro-rated amount of \$13,295.20 per vehicle for capital allowance. The City will pass on County reimbursements to the contractor, subject to necessary invoicing and reimbursement procedures.

#### **3. Service Provision**

Contractor will be required to perform all services and to provide vehicles required for operating within City. Contractor will be expected to perform all required mechanical maintenance on vehicles, including fuel and interior/exterior cleanings. Provision of transportation services may be performed by contractor through the use of employees or third party contractors. Contractor may recommend methods of decreasing headway, increasing route, increasing ridership, connecting to public facilities, or any other methods of increasing service. Contractor shall be required to have the capability to provide backup vehicles, within half-hour of the time a service, if a vehicle is disabled while servicing the routes.

4. The preferred vehicles should be a new mid-sized shuttle with seating capacity of 20 to 30 passengers, and aesthetically suitable for a neighborhood shuttle. Vehicles shall be wheel chair accessible.

#### **5. Frequency Of Service**

Passengers shall have waiting intervals of no more than sixty (60) minutes during hours of operation. Service will be provided at a minimum level of 5 days per week for each route, with a minimum of 40 hours for each route.

#### 6. Drivers

Drivers are required to attend and successfully complete Broward County's training program for drivers in Broward County's Community Bus Program or an approved equivalent type of program.

#### 7. County Program

Contractor shall operate the service subject to Broward County's Community Bus Program and agree to be governed by terms of inter-local agreement between City and County.

#### 8. ADA Compliance And Drug Free Workplace

Contractor and all vehicles are required to comply with all applicable requirements of the Americans with Disabilities Act at all times while vehicles are being used for public transportation. Contractor will be required to provide certification of a Drug Free Workplace Program; and contractor is required to comply with all applicable requirements of the US DOT regulations, including regulations for drug and alcohol testing.

#### 9. Silence Of Specifications

The apparent silence of the foregoing specifications as to any detail, or omission from it as a detailed description, concerning any specifics shall be regarded as meaning that only the best commercial practices are to prevail and that only equipment and workmanship of first quality are to be used. All interpretations of these specifications shall be made upon the basis of this statement.

#### **Term of Contract**

The initial contract period shall be three years, commencing on April 30, 2015, or upon award by the appropriate City officials.

The City reserves the right to renew this agreement for two (2) additional one-year periods subject to vendor acceptance, satisfactory performance, and determination that renewal will be in the best interest of the City.

## EXHIBIT B

### Insurance

The insurance described herein reflects the insurance requirements deemed necessary for this contract by the City. Operations shall not commence until certification or proof of insurance, detailing terms and provisions of coverage, have been received and approved by the City of Pompano Beach Risk Manager. The following insurance coverage shall be required.

1. Worker's Compensation Insurance covering all employees and providing benefits as required by Florida Statute, Chapter 440, regardless of the size of the company (number of employees). The Contractor further agrees to be responsible for employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

### 2. Liability Insurance

a. Naming the City of Pompano Beach as an additional insured, on General Liability Insurance only, in connection with work being done under this contract.

b. Such Liability insurance shall include the following checked types of insurance and indicated minimum policy limits.

#### LIMITS OF LIABILITY

each

Type of Insurance occurrence aggregate

**GENERAL LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE**

\* Policy to be written on a claims incurred basis

XX comprehensive form

XX premises - operations bodily injury

\_\_\_ explosion & collapse hazard property damage

\_\_\_ underground hazard \_\_\_\_\_

\_\_\_ products/completed

operations hazard bodily injury and

XX contractual insurance property damage

XX broad form property combined

damage \_\_\_\_\_

XX independent contractors

XX personal injury personal injury

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**AUTOMOBILE LIABILITY: MINIMUM \$1,000,000 per OCCURRENCE/\$1,000,000 AGGREGATE**

bodily injury

(each person)

bodily injury

XX comprehensive form (each accident) \_\_\_\_\_

XX owned property damage \_\_\_\_\_

XX hired bodily injury and  
XX non-owned property damage  
combined

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**REAL & PERSONAL PROPERTY**

comprehensive form Consultant must show proof they have this coverage.

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**EXCESS LIABILITY**

bodily injury and  
XX umbrella form property damage  
 other than umbrella combined \$1,000,000. \$1,000,000.

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**PROFESSIONAL LIABILITY**

\* Policy to be written on a claims made basis

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The certification or proof of insurance must contain a provision for notification to the City, and the City's contracted law enforcement provider if applicable, thirty (30) days in advance of any material change in coverage or cancellation. The certification or proof of insurance required by the provisions set forth above shall be furnished to the City, within ten (10) days after notification of award of contract.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/20/15

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC 1060 CONNECTICUT AVENUE, SUITE 700 WASHINGTON, DC 20036-5336  615240---14 16 <b>INSURED</b> Limousines of South Florida, Inc 2766 NW 62nd Street Miami, FL 33142	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>E-MAIL</b> <b>ADDRESS:</b>  <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> National Interstate Insurance Company <b>INSURER B:</b> Scottsdale Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	<b>FAX (A/C, No):</b>  <b>NAIC #</b> 32620 41297
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COVERAGES CERTIFICATE NUMBER: CLE-004126161 C9 REVISION NUMBER: 6

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		BCS9072805	02/15/2015	02/18/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		8139733-01	12/18/2014	12/18/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
City of Pompano Beach is/are included as additional insured where required by written contract with respect to general liability

<b>CERTIFICATE HOLDER</b> City of Pompano Beach 100 West Atlantic Blvd Pompano Beach, FL 33060	<b>APPROVED</b> RISK MANAGEMENT ON: 06/02/15 BY: JFM	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/17/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eastern Insurance Group, Inc. 9570 SW 107 Avenue Suite 104 Miami FL 33176	<b>CONTACT NAME:</b> David M. Lopez <b>PHONE (A/C No. Ext.):</b> (305) 595-3323 <b>FAX (A/C No.):</b> (305) 595-7135 <b>E-MAIL ADDRESS:</b> amanda@easterninsurance.net
	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Bridgefield Employers Insuranc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
<b>INSURED</b> Limousines of South Florida, Inc. 2766 NW 62 Street Miami FL 33147	<b>PAIC #</b>

COVERAGES      CERTIFICATE NUMBER Master 15-16      REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> CCCLP  GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LCC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe Under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A 830-54214	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Transportation Provider  
 Coverage for Limousines of South Florida Inc effective 2/23/2015

## CERTIFICATE HOLDER

## CANCELLATION

City of Pompano Beach 100 West Atlantic Boulevard Pompano Beach, FL 33060  APPROVED RISK MANAGEMENT ON: 06/02/15 BY: JMS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  David Lopez/AMANDA
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