

**AGREEMENT BETWEEN
CITY OF LAUDERHILL
AND
LIMOUSINES OF SOUTH FLORIDA, INC.
FOR OPERATION AND MAINTENANCE OF
COMMUNITY SHUTTLE BUS SERVICE**

This Agreement between the City of Lauderhill, a municipal corporation, whose address is 5581 W. Oakland Park Boulevard, Lauderhill FL 33313 and Limousines of South Florida, Inc., a Florida corporation, whose address is 2000 N. State Road 7, Lauderdale Lakes, FL 33313, shall be effective on the date of the last party to sign below:

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

WHEREAS, City advertised RFP 2020-015 for Community Shuttle Bus Service, a copy of which is attached hereto and incorporated by reference as Exhibit "A"; and

WHEREAS, Contractor responded to RFP 2020-015 for Community Shuttle Bus Service timely submitting Contractor's proposal, a copy of which is attached hereto and incorporated by reference as Exhibit "B"; and

WHEREAS, on February 24, 2020 the City Commission passed Resolution 20R-02-54 and ranked Limousines of South Florida, Inc. number one for negotiation; Said resolution is attached hereto and incorporated by reference as Exhibit "C"; and

WHEREAS, City and Contractor mutually agree that the operation and continuation of the community transportation service is contingent upon the receipt of funds from Broward County.

IN CONSIDERATION of the mutual terms, condition, promises, covenants and payments hereinafter set forth, City and Contractor 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 Broward County, a political subdivision of the State of Florida.

1.4 "City" means the City of Lauderhill, a municipal corporation of the State of Florida.

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 Lauderdale transit routes consistent with the interlocal agreement between County and City, a copy of which is attached to this agreement and incorporated by reference as Exhibit "D", including all of the City's legal holidays as indicated in Exhibit "E".

2.2 Contractor shall provide free public transportation services (until such time as the City determines a charge for service is appropriate), within the city at the locations and according to the schedules set forth in Exhibit "F". In addition, Contractor shall provide free shuttle transportation to the City on an as needed basis from time to time to include shuttles during City sponsored special events and passenger pickup at the local airports.

2.3 The established services shall be on a fixed-route basis with designated intermediate stops a minimum of sixty (60) hours per week and a minimum of five (5) days per week, provided however, the minimum hours of operation shall be reduced by the number of days observed by the City as a legal holiday that falls on a weekday. The public transportation service shall connect with Regular County bus routes, as set forth on Exhibit "E". The hours of operation may be amended from time to time at the discretion of the City and County to respond to the needs of the community.

2.4 The Contractor shall maintain a minimum average of seven point one (7.1) passengers per revenue hour on each route operated by the City and Contractor. In the event that the Contractor does not maintain such minimum average of passengers, County shall assist City and Contractor to increase ridership which may include modification of the route, as set forth in Exhibit "F".

2.5 Vehicle(s) shall be operated by properly licensed operators ("vehicle chauffeurs") employed by Contractor. On a quarterly basis, the Contractor shall provide the City with updated background checks and license checks. These employees shall provide full utilization of vehicles(s) to disabled passengers while in service.

2.6 Vehicle chauffeurs employed by Contractor shall issue City bus route timetable or other transit information to any passenger requesting such material.

2.7 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.

2.8 Contractor shall maintain the vehicle(s) provided by County in accordance with manufacturer's standards and keep vehicle(s) in proper operating and appearance condition at all times. If a shuttle bus is out of service for any reason, it shall be the obligation and responsibility of the Contractor to provide a replacement bus at no cost to the City.

2.9 Contractor shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the

extent that any terms of this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.

2.10 Contractor shall at all times during this Agreement comply with the requirements of Broward County Ordinance 92-8, pertaining to the maintenance of a Drug Free Work Place Program.

2.11 Contractor shall at all times during this Agreement 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 requirement of the United States Department of Transportation shall control.

2.12 Contractor agrees that throughout the terms of this Agreement that the City of Lauderdale seal or logo and the County assigned identification number shall be conspicuously displayed on the rear of the vehicle(s) at all times.

2.13 Contractor shall maintain certain records of information and data in the format prescribed by County and shall furnish such records to County, with a copy to City, on a monthly basis.

2.14 Contractor specifically agrees that during the term of this agreement, Contractor will expressly comply with the terms and conditions of this Article 2 and Articles 6, Article 7 and Article 8. Failure to comply can cause the immediate termination of this agreement for cause.

ARTICLE 3 **CITY'S SERVICES**

3.1 City shall review and approve all policies established by the Contractor related to the public transportation services.

3.2 City shall review and approve the services planning, including adjustment to the routes, schedules and such other factors that affect the quality of service provided.

3.3 City shall provide Contractor with bus route timetables prepared by Broward County Mass Transit Division sufficient to inform City and County residents, visitors and passengers of service to be made available.

3.4 City, in coordination with County, shall be responsible for designation of transit stops. It is understood that passengers will be able to board or depart from anywhere along the route as well as designated stops.

3.5 City shall lease to contractor seven (7) wheelchair accessible, passenger vehicles, obtained from County, to be used in regular route service. Such vehicle shall comply with Americans with Disabilities Act of 1990 and all applicable federal and state regulations. The vehicle shall be leased to the Contractor for Ten Dollars (\$10.00) per year. Prior to acceptance of the vehicle by Contractor, Contractor, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designed by the Contractor. All repairs and upkeep shall be the responsibility of the contractor.

3.6 City shall provide the manufacturer's warranty and maintenance shop manual to the Contractor.

ARTICLE 4 **TERMS AND TIME OF PERFORMANCE**

The term of this Agreement shall begin on **October 1, 2020** and shall remain in effect until **September 30, 2023** so long as funds are provided by Broward County and the services provided by Contractor remain satisfactory to the City. This City is under no obligation to continue, extend or renew this Agreement if funds are not provided by Broward County. However, the terms may be extended for up to two (2) years if funding is available and at the sole discretion of the City.

ARTICLES 5 **COMPENSATION**

5.1 In return for services provided by Contractor and specified in this Agreement, the City agrees to pay Contractor **\$45.00** per vehicle per operating hour beginning **October 1, 2020** through **September 30, 2023**. The funds shall be used by Contractor solely for the purpose of maintaining, operating and properly equipping the vehicle(s) and for no other purpose other than profit. City shall not be responsible for payment of any other monies to Contractor under this Agreement.

5.2 City shall hold the funds distributed by County to support the public transportation service and remit the applicable amount of such funds monthly to Contractor as they become due. 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 **October 1, 2020** , and such service shall run according to the scheduled set forth in Exhibit "F". The schedule shall be followed unless otherwise agreed upon in writing by the parties.

6.2 Contractor shall complete one hundred percent of all scheduled trips on a daily basis, subject to delays which are attributable to vehicle crashes or mechanical failure.

6.3 Contractor shall be subject to minimum charge of \$200.00 for each complaint investigated by the City whereas the City can determine and substantiate in writing that the complaint was in fact legitimate and the Contractor or Contractor's employee was determined to be found at fault or the cause of the complaint.

6.4 Contractor shall submit a written response to each complaint within 24 hours.

6.5 Contractor shall provide driver route sheets to the City each and every Monday or the first day the City is open for business each week.

6.6 Contractor shall pay for routine phantom rider checks as requested by the City from time to time and all required certifications and background checks.

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 and serve as the emergency contact for the contractor.

7.2 Vehicle chauffeurs employed by the Contractor during the terms of this Agreement shall be properly licensed operators. The vehicle chauffeur shall process the qualifications as required by the State of Florida and the County. The vehicle chauffeurs shall be required to attend and successfully complete the County's training program prior to operating the vehicles. All drivers shall, during the term of this Agreement, possess the following qualifications and adhere to the following standards. Contractor shall immediately dismiss any chauffeur that does not meet the qualifications and standards.

7.2.1 Minimum age for drivers shall be 21 years.

7.2.2 Drivers must possess a valid Florida license and attain a valid Commercial Driver's license as required by law. On a quarterly basis, the Contractor shall provide the City with updated background checks and license checks.

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 arrest on a conviction for DUI.

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, closed toe shoes and identification badges.

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 vehicle in accordance with the American with Disabilities Act.

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 sting program at Broward County or the City of Lauderhill.

7.2.14 Drivers shall be trained, know the designated route at all times and shall not alter the route without prior written approval from the City.

7.2.15 Contractor shall insure that drivers are on time and are available to service all routes.

ARTICLE 8

CONDITION AND MAINTENANCE OF THE VEHICLES

8.1 Contractor shall maintain the vehicles in accordance with the manufacturer's standards.

8.2 Contractors shall supply any additional vehicles to provide back-up service within forty-five (45) minutes in the event that one or more vehicles are out of service. Contractor shall provide ADA accessible back-up vehicles should they be necessary to continue service as outlined in this contract.

8.3 Vehicles shall be maintained in good condition, both operationally and in their appearance, and in accordance with the County's requirements. All vehicles shall be kept in good repair and condition, satisfactory to the City at a minimum to the standards listed below:

8.3.1 All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).

8.3.2 All vehicles shall be equipped with all appropriate safety equipment to be provided by contractor.

8.3.3 All vehicles shall be equipped with two-way communications to be provided by Contractor.

8.3.4 All vehicles shall have heating and air conditioning systems that are fully operative every day the vehicle is in service.

8.3.5 All vehicle seats shall be kept clean and free of insects and other pest at all times.

8.3.6 The interiors of the vehicles shall be cleaned at least once each day and the exterior of the vehicles shall be cleaned at least once per week. The vehicles shall be exterminated for pests at least once a week. Contractor shall have a continuing obligation to ensure cleanliness of the vehicles, and Contractor shall perform additional cleaning and extermination for pest as circumstances may warrant.

8.3.7 All vehicles and equipment on vehicles shall be maintained in fully operational condition at all times during the term of this Agreement. Contractor shall cause all components of each vehicle, including its body, frame, graphic wrap, and furnishings, mechanical, electrical, hydraulic, or other operating systems to be maintained according to manufacturer's recommendation. Contractor shall cause any vehicle damaged in an accident or otherwise to be repaired, or to be replaced immediately, including the graphic wraps. Contractor shall, at its sole cost and expense, provide fuel, lubricants, parts and supplies required for the maintenance and operation of all vehicles.

8.3.8 All vehicles shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rule Chapter 14-90, "minimum requirements for Transit Coaches and System Equipment". All parts of the vehicles and equipment mounted on or in the vehicle shall conform at a minimum to all applicable federal motor safety standards.

8.3.9 Contractor shall initiate and maintain an effective safety and mechanical inspection program.

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

8.3.11 Upon termination of this agreement for any reason, Contractor shall return all vehicles in the same condition that they were received, normal wear and tear excepted. Brakes and tires must be road worthy. City shall withhold payment until all vehicles are repaired and returned in a satisfactory condition.

ARTICLE 9

RECORD KEEPING, REPORTING AND AUDITING

9.1 Contractor shall maintain such records and accounts including property, personnel, and financial records as are deemed necessary by City to ensure a proper accounting record. The system of accounting will be, in accordance with generally accepted accounting principles and practices. All project records prepared by contractor shall be owned by City and made available to City at no charge. City may elect to authorize representatives to inspect, audit, and analyze the records of Contractor relating to the subject service.

9.2 CITY reserves the right to audit the records of Contractor relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by City. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent

certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

9.3 CONTRACTOR agrees that it shall keep and maintain accurate and complete records with regard to all services as proposed hereunder. All original records related to the services provided under the terms of this Agreement are the property of CITY and accordingly those records are subject to the Florida Public Records Law. CONTRACTOR shall not release any CITY records without written permission from CITY except as necessary and appropriate in the performance of the duties and responsibilities required to comply with the terms of any Agreement between the parties.

9.4 The public shall be provided access to records regarding the services provided under the terms of this Agreement in the same manner that the CITY fulfills all public records requests. CONTRACTOR shall not disclose any public records that are exempt or confidential and exempt from public records disclosure requirements except as authorized in writing by CITY and authorized by law.

9.5 CONTRACTOR shall preserve and make available for inspection by CITY personnel, or by personnel duly authorized by CITY, computer data and other records related to the services provided under this Agreement. The records will be made available during normal business, hours upon twenty-four hours notice by the CITY. Contractor shall retain all public records and transfer, at no cost, to the CITY all records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

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

9.7 Contractor's Project Manager shall also document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis. Contractor agrees to submit copies of such documentation to City on a weekly basis. Complaints must be forwarded immediately to the City.

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

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

9.10 In the event funds paid to Contractor pursuant to the Agreement are subsequently disallowed by City because of accounting errors or changes not in conformity with this Agreement, Contractor shall refund promptly to the City such disallowed funds, or such disallowed funds will be withheld or disallowed until

City has given Contractor written notice of the reason therefore and ten (10) days to correct, cure or otherwise reasonably satisfy City. No more than the disputed amount will be withheld. Both City and Contractor shall diligently pursue the resolution of any dispute regarding the accounting or charges referred to in this paragraph.

ARTICLE 10 PRE- SERVICE REQUIREMENTS

The following items shall be provided to the City by Contractor at least two (2) days prior to the start of service and are subject to approval by the City.

10.1 An operations manual for the subject services which describes all operations procedures and policies, including but not limited to the following:

10.1.2 Vehicle operating procedures;

10.1.3 Communications operating procedures;

10.1.4 Drivers conduct rules and regulations;

10.1.5 Safety procedures;

10.1.6 Crash procedures;

10.1.7 Administration and reporting procedure;

10.1.8 and other operating procedures and policies as required for proper operating of the subject service.

10.1.9 Job description for drivers and administrative personnel.

10.1.10 Maintenance procedures for all vehicles.

10.1.11 Final system schedules.

10.1.12 Training procedures for drivers

ARTICLE 11 INSURANCE

11. Contractor will comply with insurance requirements as set forth below:

11.1 Proof of insurance must be provided for Worker's Compensation, commercial, commercial general Liability and business Auto Liability. The Contractor shall carry at all times the insurance coverage required below and the City and Broward County will be included as "additional insured's". Insurance requirements are as follows:

A. Worker's Compensation ---statutory

Policy must include Employer's Liability: \$100,000 for each accident, \$500,000

disease (policy limit), and \$100,000 disease (each employee).

B. Commercial General Liability: \$1,000,000 per occurrence combined Single Limit for bodily injury and property damage. Policy shall include coverage for premises/operations; contractual liability; and independent contractors.

C. Business Auto Liability: \$1,000,000 per occurrence Combined Single Limit for bodily injury and property damage. Policy shall include coverage for owned autos; hired autos; and non-owned autos.

11.2 Original certificates of insurance required herein shall be delivered to City and County prior to the commencement of contractor's performance. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at any time the insurance protection required by this Agreement shall continuously exist. The policy shall not be cancelled or materially changed without the giving of at least thirty (30) days prior written notice to the City and County, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 12 INDEMNIFICATION

12.1 As to City:

Contractor agrees to indemnify, reimburse, defend and hold harmless the City and at City's option, defend or pay for an attorney selected by the City to defend the City and City's officers, agents and employees for, from and against all claims, actions or causes of actions, losses, damages, liabilities, cost and expenses, including reasonable cost, attorney's and paralegals' fees, imposed on or incurred by the City in connection with any and all loss of life, bodily injury, personal injury and damage to property which arises or relates, directly or indirectly, to the Contractor's use of any vehicle provided for in this Agreement and the Contractor's performance of the services set forth in this Agreement. To the extent considered necessary by the City, any sums due City under this Agreement may be retained by City until City'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 City. This provision is subject to the limitations of liability as provided in Section 768.28 of the Florida Statutes and does not act as a waiver of the City's entitlement to sovereign immunity as a matter of statutory and common law.

12.2 As to County:

Contractor agrees to indemnify and hold harmless the County and County's officers, agents, and employees as prescribed in Exhibit "B".

ARTICLE 13 TERMINATION

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

13.2 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 City as set forth in this Agreement, or breach of any of the provisions of this Agreement notwithstanding, whether any such breach was previous waived or cured.

13.3 Notice of termination shall be provided in accordance with the "Notices" section of this Agreement except that notice of termination by the City deemed 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.

13.4 In the event this Agreement is terminated for convenience, the financial assistance provide by the City shall be prorated on a daily basis to the date the Agreement is terminated. However, upon being notified of City's election to terminate, Contractor acknowledges and agrees that \$10.00 compensation paid by City, the adequacy of which is hereby acknowledged by Contractor, is given as specific consideration to Contractor for the City's right to terminate this Agreement for cause or convenience.

13.5 Upon termination of this Agreement for whatever reason, Contractor shall return the vehicle(s) leased herein to the City. Contractor shall return the vehicle(s) to the City in the condition they were received at the onset of this Agreement, normal wear and tear excepted. Any cost necessary to restore and/or prepare the vehicle(s) shall be the sole responsibility of the Contractor. City shall have the right to inspect and to approve the condition of the vehicle(s) prior to acceptance and should the City determine that the vehicle is not in the proper condition. Contractor shall at its sole cost and expense remedy any and all deficiencies identified by City.

ARTICLE 14 NOTICES

Whenever either party desires to give notice to the other, such notice must be written and sent by certified United States Mail, postage prepaid, returned receipt requested, or by hand-delivery with a request for a written receipt of acknowledgement of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the 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 Lauderhill:

City Manager
City of Lauderhill
5581 W. Oakland Park Boulevard
Lauderhill FL 33313

For Broward County:
(Courtesy copies of notices)

Director of Mass Transit Division
Broward County Mass Transit Division
One University Drive
Suite 2401 "B"
Plantation, FL 33324

For Contractor:

Limousines of South Florida
2000 N. SR 7
Lauderdale Lakes, FL 33313

ARTICLE 15 **MISCELLANEOUS**

15.1 Nondiscrimination

Contractor agrees that it will not discriminate against any employee of application 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 affirmation, 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 either a third party for this service, such third party's Affirmative Action Policy shall be furnished to City.

15.2 Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor shall be subject to the supervision of Contractor. Neither Contractor nor its agents shall at any time be, nor shall they hold themselves out to be 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.

15.3 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.

Contractor represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education or a combination thereof; to adequately and competently perform the duties, obligations, and services set forth in 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.

15.4 Waiver of Breach of Materiality

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. A waiver of any subsequent breach and shall not be constructed to be a modification of the terms of this Agreement.

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.

15.5 Compliance with Laws

Contractor shall comply with all federal, state, and local laws, codes, ordinances, rules and resolutions in performing its duties, responsibilities, and obligations related to this Agreement.

15.6 Severance

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.

15.7 Joint Preparation

Preparation if this Agreement has been a joint effort of the 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.

15.8 Priority of Provisions

If there is a conflict or inconsistency between any terms, 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 shall prevail and be given effect.

15.9 Applicable Law and Venue

This Agreement shall be interpreted and constructed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

15.10 Amendments

No modification, amendment, or alternation in 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 Contractor.

15.11 Prior Agreements

This document incorporates and includes all prior negotiations, correspondence, conversations, 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 terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 15.10 above.

15.12 Incorporation by Reference

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibit "B" is incorporated into and made a part of this Agreement. Pursuant to the provisions appearing in Exhibit "B", when any obligation or duty in that document is one which is related to the public transportation service, Contractor agrees to fully comply with each and every such obligation and duty for and on behalf of the City.

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SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the date set forth on the first page of this Agreement.

CITY

City of ~~Lauderhill~~



~~Interim~~ City Manager

Desorea Giles-Smith

25 Day of Sept 2020

CONTRACTOR:

By 

Print Name: Mark Levitt

Title: Area President

30 Day of June 2020

Approved as to Form:



W. Earl Hall, City Attorney