

AGREEMENT

Between

CITY of HALLANDALE BEACH, FLORIDA

and

LIMOUSINES OF SOUTH FLORIDA, INC.

for

RFP # FY 2020-2021-006
COMMUNITY SHUTTLE
MAINTANENANCE AND OPERATION
SERVICES

This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH, a Florida municipal corporation located at 400 S. Federal Highway, Hallandale Beach, FL 33009 (the "CITY"),

AND

LIMOUSINES OF SUTH FLORIDA, INC. , a Florida Corporation located at 200 North State Road 7, Lauderdale Lakes, Florida 33313 , (the "CONTRACTOR.")

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE 1

1.1 At the February 16th, 2022 City Commission Meeting, the City Commission adopted Resolution # 2022-015 awarding RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTANENANCE AND OPERATION SERVICES.

1.2 TERM

1.2.1 - The Term will commence upon the issuance by City of a written Notice to Proceed with a maximum term of two (2) years plus one (1) renewal of one (1) year (the "Term").

1.2.2 The above renewal terms are at the option of the City and contingent upon satisfactory performance of the CONTRACTOR's services and available funding.

ARTICLE 2

SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

2.1 The work to be provided includes the scope of work in RFP # FY 2020-2021-006 COMMUNITY SHUTTLE MAINTANENANCE AND OPERATION SERVICES, and Proposal submitted by CONTRACTOR, which are hereby incorporated and made part of this Agreement by reference.

- 2.2 CONTRACTOR shall be solely responsible to provide, during the term of this Agreement, a high-quality community shuttle/bus service which shall include, but not be limited to, all vehicle and equipment maintenance, personnel, training, labor, software, hardware, and materials necessary to provide the transportation, scheduling, dispatching, reporting, tracking, and monitoring of the community shuttle/bus service required herein throughout the term of this Agreement.
- 2.3 CONTRACTOR shall operate the service subject to Broward County Transit's ("BCT") Community Shuttle Bus Program and agree to be governed by the terms of the inter-local agreement between City and County in effect at the time of the award of the contract and as amended from time to time; said inter-local agreement is attached herein as Exhibit E – Interlocal Agreement Between Broward County and City of Hallandale Beach for Community Shuttle Service.
- 2.4 CONTRACTOR shall operate the shuttle service as a free fare public transportation service. The Routes, which are subject to change from time to time, are attached herein as Exhibit A – COHB Community Shuttle Route 1, Exhibit B – COHB Community Shuttle Route 2, Exhibit C – COHB Community Shuttle Route 3, and Exhibit D – Community Shuttle Route 4.
- 2.4.1 Service will be provided at a minimum of six (6) days per week (Monday-Saturday) for COHB Community Shuttle Services Routes 1, 2 and 3; and seven (7) days for COHB Community Shuttle Service Route 4; with a minimum of seventy-two (72) hours for COHB Community Shuttle Services Routes 1, 2 and 3; and eighty-four (84) hours for COHB Community Shuttle Service Route 4. Routes 3 and 4 may be merged at a future date, subject to approval of the City and the County. Routes and Service Schedule are subject to change.
- 2.5 The City reserves the right to make adjustments (such as service hours, frequencies, days of operation, service areas, etc.) to the routes within 10% of the total annual service hours, in an effort to enhance the level of service. A minimum of two weeks' notice will be provided to the Contractor. Major changes to routes may be made during declared states of emergency.

- 2.6 CONTRACTOR will not be allowed to pursue shuttle/bus advertising inside or outside the shuttle/bus.
- 2.7 ADA Compliance - CONTRACTOR is 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, while providing the community shuttle bus activities addressed herein, shall comply and assure compliance with the applicable state and federal laws and regulations relating to nondiscrimination on the basis of disability.
- 2.8 Contractor shall provide the City with all reports and documents necessary to satisfy the terms of the most current inter-local agreement between City and County.
- 2.9 CONTRACTOR agrees to prepare, maintain and submit annual reports to COUNTY summarizing its drug and alcohol testing program results from the previous year of all drivers on a form required by the COUNTY. The annual reports covering the prior calendar year must be submitted to COUNTY by a date determined by the COUNTY Contract Administrator, but no later than February 15th of each year. Additionally, CONTRACTOR shall provide quarterly reports to COUNTY summarizing its drug and alcohol testing results and shall permit County to inspect its records during site visits, to ensure compliance with program requirements.
- 2.10 CONTRACTOR shall maintain for five (5) years complete and accurate records of all operator services and other agreement activities carried out during the agreement period.
- 2.11 Contractor shall maintain records of all maintenance of Vehicles used to provide the work and shall on an annual basis provide the City with a digital file of all maintenance records. CONTRACTOR shall supply the reports listed below to City pursuant to the schedules as set forth below. Reports shall be transmitted to City in a format that can be read and updated using standard software tools compatible with County's system, such as Microsoft Excel, Microsoft Word, and Acrobat Reader. City will inform and report to County.
- a. Immediately
 - i. Loss of life or property, injuries, stoppage, or major disruption of service.

- ii. Any order imposed by a competent regulatory authority which prevents the continuation of service.
 - iii. Vehicle breakdown (within 15 minutes of the Vehicle being taken out of service).
 - iv. Service advisories to be posted on the City Tracker App dashboard, or such dashboard program as required by the County from time to time, for any changes in service (including without limitation additional Holiday service, changes in route times/scheduling, detours, and emergency service.)
 - v. After each route cycle, drivers shall complete a visual inspection and report to the Project Manager any damage, lost and found items or other irregularities.
- b. Daily
- i. Provide a "Pull-out Report" confirming identity of which vehicles are presently on the street by 9am each morning.
 - ii. "Vehicle Down List" indicating each Vehicle, if any, currently out of service, the reason why, and an estimated date when it will return to regular services.
 - iii. Provide copy of the "Pre-Trip/Post-Trip" Inspection form signed by driver, and supervisor for the preceding day.
- c. Weekly
- i. Contractor must enter "Repair Logs" into a form acceptable by the COHB (i.e. Broward County's Asset Works online database) for the prior week.
 - ii. CONTRACTOR must take count of passengers manually and complete Driver's Per Route Passenger Count Forms for each route and each cycle provided by the County and submit the forms to the City for each preceding week. County to provide Driver's Per Route Passenger Count Forms.

- d. Monthly (by the tenth (10th) day of each month)
 - i. Contractor must record the Vehicle name, beginning and ending odometer reading, number of passengers entering and exiting the Vehicle at each Bus-Stop, total passengers transported each day, and total monthly passengers.
 - ii. Contractor must provide this information in an electronic spreadsheet format for the previous month.
 - 1) Total monthly revenue miles per route.
 - 2) Total monthly deadhead miles per route.
 - 3) Starting and ending odometer reading for each Vehicle for the month
 - 4) List of operators' names, hire date, date of birth, applicable license number, license expiration date, and most recent training date
 - 5) Signed Safety & Security report
 - 6) Results of any drug and alcohol tests
 - 7) Down time displayed in a table format to include Date, Time, and Reason as columns
 - 8) Total fuel usage per Vehicle, paid by CONTRACTOR and included as part of the Operational Maintenance Cost
 - 9) Any requested information for new vehicles for testing purposes.
- e. Yearly (by October 15th of each year, unless otherwise noted below)
 - i. Vehicle inventory including year-end odometer readings for each Vehicle.
 - ii. National Transit Database reporting requirements, including:
 - iii. Detailed inventory and odometer reading on each revenue service vehicle.
 - iv. Annual report of system statistic including ridership, vehicle and revenue service hours, and miles, City demographics/census, expenses

and revenue reported annually by January 31st for the previous fiscal year

- v. Signed Safety & Security Plan
- vi. Safety and Security Certificate
- vii. Annual Certificate of Insurance
- f. CONTRACTOR agrees to list City as administrator or co-administrator able to receive full daily reports from AVL (automatic vehicle locator)/GPS tracking software to be installed by the City on the Vehicle Fleets or such program that is installed by County or City from time to time, which City may update directly with information.
- g. Drivers' medical examination certificates must be provided to the County according to Chapter 14-90.0041 regulations.
- h. Inspection and Maintenance Records to be provided to fulfill requirements accordingly to 3.9 Broward County and City ILA.

2.12 CONTRACTOR must have the capability to track the vehicles with a global positioning system (GPS). If a vehicle goes out of service and a loaner vehicle is provided by the CITY, CONTRACTOR must ensure that the loaner vehicle can be tracked via GPS and all applicable reporting requirements will apply to the loaner vehicle as they would have to the primary vehicle.

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

- a. Transfer points with other fixed-routes and
- b. Other major intersections and destination points; and

- c. Intervals along a route to orient individuals with visual impairments or other disabilities to his or her locations, especially if there is a long distance between other announcements; and
 - d. Any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.
- 2.14 CONTRACTOR shall maintain a log of rider's concerns and suggestions to be made available to the Project Manager. The log should include the name and contact information of the rider, as well as the date, time, route, and description of concern.
- 2.15 **Vehicles.** CONTRACTOR will operate a fleet of Six (6) new Gasoline/Propane fueled, ADA compliant Community Shuttle vehicles that will be provided by the CITY as loaned to the CITY from Broward County during the Term. However, it is understood that as of signature hereof, Broward County has delivered to the CITY only five (5) of such vehicles, and when it delivers the loaner / spare sixth (6th) vehicle, CONTRACTOR will operate that vehicle, as needed, as well.
- 2.16 **Maintenance of Vehicles.**
 - 2.15.1 CONTRACTOR shall provide a comprehensive maintenance plan. CONTRACTOR shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the Vehicle(s). CONTRACTOR shall perform additional cleaning and extermination for pests in the Vehicle(s). All equipment on the Vehicle(s) shall be maintained in a fully and proper operable condition at all times (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). CONTRACTOR agrees to maintain all Vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.
 - 2.15.2 CONTRACTOR shall operate under the terms and conditions specified in the RFP and Broward County Transit's Community Shuttle Program see **Exhibit E** – Interlocal Agreement between Broward County and City of Hallandale Beach for Community Shuttle for the maintenance of vehicles. CONTRACTOR shall perform all

required preventative and mechanical maintenance on vehicles, repairs as necessary (whether or not covered by an applicable warranty), fuel cost for Phase 1, and interior/exterior cleanings and sanitizing effectively during COVID19 and after, at no additional cost to the City as such items are included within the agreed rate. CONTRACTOR shall strictly follow all requirements of the manufacturer's warranty so as to keep the warranty valid during the term hereof and in order to not void the warranty for its full lifetime.

- 2.15.3 CONTRACTOR shall maintain all Vehicle(s) and equipment in accordance with a preventive maintenance schedule from the Vehicle manufacturer (Scheduled Maintenance Guide). CONTRACTOR shall conduct and document pre-trip and post-trip/Bus Defect Vehicle inspections each day. In addition, CONTRACTOR shall perform all necessary maintenance to ensure the continued and safe operation of all Vehicle (s) and shall send a copy to the City complete with all maintenance records for each vehicle at least one time a year.
- 2.16 CITY may, but is not required to, conduct periodic inspections using its own and contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufactures' specification and any Vehicle not determined by CITY to be acceptable will be removed from service by CONTRACTOR and all deficiencies corrected immediately. In such cases, at CITY's request, CONTRACTOR shall take the Vehicle(s) to a location designated by Contract Administrator for inspection.
- 2.17 In the event a vehicle becomes disabled while servicing the routes, CONTRACTOR shall contact the City immediately, arrange for the passengers, if any, to wait inside the vehicle for the spare vehicle to arrive, arrange for the disabled vehicle to be serviced or towed and shall resume the route within not more forty-Five minutes (45) using a City spare vehicle.
- 2.17.1 CITY will provide Loaner vehicles, if available, to replace a vehicle that is out of service. However, it is CONTRACTOR's responsibility to properly schedule maintenance and maintain fleet in a manner that does not interrupt service. If more than one vehicle is out of service concurrently, CONTRACTOR agrees to pay the cost incurred by the City for obtaining a loaner vehicle from the

COUNTY, if any. Such cost may be withheld from sums due to CONTRACTOR.

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

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

- 1) A fatality of any rider, including suicides, or deaths by natural or unnatural causes, though driver must stop at nearest bus stop and release passengers to a spare vehicle, call to report such instances immediately to 911, and notify the Project Manager immediately
- 2) Injuries requiring immediate medical attention away from the scene for one or more persons
- 3) Total property damage is equal to or in excess of \$25,000.00
- 4) An evacuation due to life safety reasons

b. CONTRACTOR agrees to comply with the following minimum standards:

1. Develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that compiles, with the safety standards set forth in Rule 14-90.
2. Make the SSPP and SPP available for review and/or inspection at least annually and upon request of CITY.
3. Permit inspections, safety and security review by CITY, the County, and state or federal agencies.
4. Comply with CITY's adopted SSPP and ensure that safety inspections have been performed no less than annually on all vehicle(s) operated pursuant to the provisions of this Agreement by person meeting the requirements of Rule 14-90.

5. All vehicle(s) shall be kept clean and orderly during all times of active service.
 6. All accidents shall be reported immediately to the police.
 7. Vehicle(s) shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a Vehicle shall not be driven unless the brakes, steering mechanism, tires horn, windshield wipers, and side and rearview mirrors are in good working order.
 8. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
 9. All vehicles shall be equipped with rearview mirror and side mirrors on driver's and passenger's side.
 10. Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passengers.
 11. The interior of the vehicles shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
 12. Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
 13. Vehicles shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
 14. The body, fenders, doors trim and grill of the Vehicles shall be free from cracks, breaks and dents, and painted.
 15. Vision shall be unobstructed on all four (4) sides of the Vehicles.
- 2.19 CONTRACTOR will be responsible for the wrapping of CITY provided Vehicles with a design provided by the CITY, as approved by the COUNTY.
- 2.20 A Loaner Vehicle may be provided by the CITY for use when a bus is out of service, which CONTRACTOR shall temporarily label with the City's name and the route number in front of the shuttle, with the information visible to riders as the shuttle approaches the stop.

- 2.21 Vehicles shall be equipped with an area to post informational flyers, brochures, and bus schedules.
- 2.22 CONTRACTOR may recommend methods of decreasing headway, adjusting route, increasing ridership, connecting to public Facilities, or any other methods of increasing service.
- 2.23 Passengers shall have waiting intervals for during the Term of no more than sixty (60) to sixty-five (65) minutes during hours of operation.

ARTICLE 3

INDEMNIFICATION

- 3.1 Indemnification of City. To the fullest extent permitted by law, CONTRACTOR agrees to indemnify, hold harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend City, their officers, agents, servants and employees (collectively, as used hereafter for the purposes of this paragraph, "CITY") against any and all claims, losses, liabilities, damages, losses, costs and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused in whole or in part, by the negligence, error or omission, recklessness or intentionally wrongful conduct of CONTRACTOR, any sub-contractors, employees, agents, servants, or officers, accruing, resulting from, or related to the performance of this Agreement. CONTRACTOR further agrees to indemnify and save harmless the CITY, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of CITY.

- 3.1.1 In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

- 3.1.2 To the extent considered necessary by the CITY any sums due CONTRACTOR under this Agreement may be retained by CITY until all of CITY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject

to payment of interest by CITY.

- 3.2 INDEMNIFICATION of COUNTY. CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CITY's contractor, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, CITY's contractor shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney any sums due CITY's contractor under this Agreement may be retained by COUNTY until all of COUNTY'S claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

ARTICLE 4
PERSONNEL

- 4.1 The provision of transportation services may be performed by CONTRACTOR through the use of qualified employees, or independent contractors, if independent contractors or subcontractors are approved by CITY, which determination shall be at the sole discretion of CITY.
- 4.2 CONTRACTOR shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and county regulations, laws, and Licensing

requirements prior to and at all times while operating Vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.

- 4.3 Drivers are required to attend and successfully complete the COUNTY's training program for drivers in Broward County's Community Shuttle Program or an approved equivalent type of program. Drivers employed by the Contractor during the term of the Agreement shall be properly State licensed operators. The Driver's shall have the qualifications as required by the State of Florida and the COUNTY. All drivers shall, during the term of the Agreement possess the following qualifications and adhere to the following standards. The CONTRACTOR shall not permit any driver to operate a Vehicle, and shall immediately dismiss any driver from performing services under the Agreement if driver fails to maintain said qualifications or standards and if Driver's driving record, as compiled by the Department of Motor Vehicles of the State of Florida, does not meet the following criteria:

- (a) Minimum age for driver shall be twenty-one (21) years.
- (b) Drivers must possess a valid Florida commercial driver's license as required by law.
- (c) Drivers shall have no more than one (1) moving violations or accidents (counted individually or combined) within a three (3) year period.
- (d) Drivers must 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. 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.
- (e) Driver must have been a licensed driver for at least three (3) years.
- (f) No more than (1) moving violation in the past three (3) years.
- (g) No AT-FAULT accidents in the last three (3) years.
- (h) No failure to Appear or Failures to Pay in the last three (3) years.
- (i) No reckless Driving within the last seven (7) years.
- (j) No suspensions within the last three (3) years (one suspension for PIP permitted).

- (k) No Manslaughter resulting from the operation of a motor vehicle.
- (l) No Hit-Run or Hit-Run Property Damage.
- (m) No reckless Driving causing injury.
- (n) No Driving under the Influence causing Injury.
- (o) No combination of any violations that indicate a pattern of irresponsibility or poor judgment

- 4.4 In addition to the required Driver Certification Training as more fully described in Section 2.6 above, during the Term, CONTRACTOR shall make Drivers available upon request of City, for Vehicle Orientation Training once the County converts the gas buses to liquid propane. CONTRACTOR shall ensure that all Drivers obtain the Vehicle Orientation Training within twenty (20) days of written notice from the CITY, unless the parties mutually agree to an extension of time.
- 4.5 Medical examinations are required for all applicants for driver positions and for all existing drivers. Medical examination requirements shall include a pre-employment examination for applicants, an examination at least once every two years for existing drivers, a return to duty examination for any driver prior to returning to duty after thirty (30) days or more of absence due to illness, medical condition, or injury. Medical examinations shall comport with all requirements set forth in Section 14-90.041, Florida Rules, "Medical Examinations for Bus Transit System Drivers."
- 4.6 Drivers must be capable of speaking, writing, and understanding the English language fluently.
- 4.7 Drivers shall keep CITY shuttle/bus timetables or other transit information provided to it in an orderly fashion on the vehicle available to any passenger requesting such material.
- 4.8 CONTRACTOR shall assign a Project Manager to oversee the complete operation of the public transportation service and the Project Manager will serve as the day-to-day liaison with the City.
- 4.9 Competence of Staff. In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if

requested by the CITY, promptly provide a replacement acceptable to the CITY.

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.

- 4.10 CONTRACTOR agrees, and shall require, independent subcontractors, if permitted by CITY, to agree to participate in BCT's drug and alcohol testing program or establish and implement subject to BCT review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. CONTRACTOR further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal transit regulations to the BCT Director.

ARTICLE 5

INSURANCE REQUIREMENTS

- 5.1 Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract, the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

5.1.1 Commercial General Liability. Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

5.1.2 Business Automobile Liability. Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

- 5.1.3 Worker's Compensation Insurance & Employers Liability.** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.
- 5.2 Additional Insured.** Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners, Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."
- 5.3 Waiver of Subrogation.** Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.
- 5.4 Certificate(s) of Insurance.** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A- Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CITY's contractor shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation. The Certificate Holder address shall

read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Hallandale Beach, FL 33009

- 5.5 Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse.

City and County as an "Additional Insured" on the Umbrella or Excess Liability unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow- Form" basis.

- 5.6 Right to Revise or Reject.** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

ARTICLE 6

COMPENSATION

- 6.1** CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of fifty-one Dollars and ninety-four cents (\$51.94) per hour for work actually and timely performed and completed pursuant to this Agreement (including, without limitation, service, operation, maintenance, repairs not covered by application warranties, fuel and energy cost), which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute

a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

- 6.2 CONTRACTOR shall be responsible to maintain timely routes for the Shuttle Service. Should there be a service disruption on any route, CONTRACTOR shall have forty-five (45) minutes to restore normal service levels. If CONTRACTOR fails to restore normal service levels as required, CITY shall reduce the next applicable invoice to reflect the missed service.

6.3 METHOD OF BILLING AND PAYMENT

6.3.1 Payment shall be due within forty five (45) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

- 6.4 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

- 6.5 Payment shall be made to CONTRACTOR at Limousines of South Florida, Inc., 2000 North State Road 7, Lauderdale Lakes, Florida 33313 or, at the election of City, by direct deposit.

ARTICLE 7

TERMINATION

- 7.1 City may terminate this agreement for lack of funding or for convenience with 30 days written notice to the CONTRACTOR.
- 7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City

Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

- 7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable, and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

ARTICLE 8

MISCELLANEOUS

8.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

8.2 AUDIT RIGHT AND RETENTION OF RECORDS

8.2.1 CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors, if permitted, that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may

be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

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

8.3 To the extent Contactor is acting on behalf of City as provided in Section 119.0701, Florida Statutes, Contactor shall:

- a. Keep and maintain public records required by City to perform the services under this Contract;
- b. Upon request from City, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c. Ensure that public records that are exempt or confidential and exempt from public record requirements are not disclosed except as authorized by law for the duration of this Contract and following completion or termination of this Contract if the records are not transferred to City; and
- d. Upon completion or termination of this Contract, transfer to City, at no cost, all public records in possession of Contractor or keep and maintain public records required by City to perform the services. If Contactor transfers the records to City, Contactor shall destroy any duplicate public records that are exempt or confidential and exempt. If Contactor keeps and maintains public records, Contactor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City upon request in a format that is compatible with the information technology systems of City.

8.4 The failure of Contactor to comply with the provisions of this article shall constitute a material breach of this Contract entitling City to exercise any remedy provided in this Contract or under applicable law, all of such remedies being cumulative.

8.5 A request for public records regarding this Contract must be made directly to City, who will be responsible for responding to any such public records requests. Contactor will provide any requested records to City to enable City to respond to the public records request.

8.6 Any material submitted to City that Contactor contends constitutes or contains trade secrets or contends is otherwise exempt from production under Florida public records laws (including Florida Statutes Chapter 119) ("Trade Secret Materials") must be separately submitted and conspicuously labeled "EXEMPT FROM PUBLIC RECORD PRODUCTION – TRADE SECRET." In addition, Contactor must, simultaneous with the submission of any Trade Secret Materials, provide a sworn affidavit from a person with personal knowledge attesting that the Trade Secret Materials constitute trade secrets under Florida Statutes Section 812.081 and stating the factual basis for same. In the event a third party submits a request to City for records designated by Contactor as Trade Secret Materials, City shall refrain from disclosing the

Trade Secret Materials, unless otherwise ordered by a court of competent jurisdiction or authorized in writing by Contactor. Contactor shall indemnify and defend City and its employees and agents from any and all claims, causes of action, losses, fines, penalties, damages, judgments and liabilities of any kind, including attorneys' fees, litigation expenses, and court costs, relating to the non-disclosure of any Trade Secret Materials in response to a records request by a third party.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954) 457-1340, CITYCLERKOFFICE@COHB.ORG, 400 S. FEDERAL HIGHWAY, HALLANDALE BEACH, FLORIDA 33009.

8.7 PUBLIC ENTITY CRIME ACT

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

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

8.8 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

8.9 **THIRD PARTY BENEFICIARIES**

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

8.10 **NOTICES**

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

designate the following:

City of Hallandale Beach

Earle Jeremy, City Manager
400 South Federal Highway
Hallandale Beach, FL 33009

With Copy to:

Director Vanessa Leroy
Attn: Community Enhancement and Sustainable Development Department
400 S. Federal Highway
Hallandale Beach, FL 33009

And:

Jennifer Merino
City Attorney
400 South Federal Highway
Hallandale Beach, FL 33009

And:

Procurement Department
400 South Federal Highway
Hallandale Beach, FL 33009

Contractor:

LIMOUSINES OF SUTH FLORIDA, INC.
200 North State Road 7
Lauderdale Lakes, Florida 33313

8.11 ASSIGNMENT AND PERFORMANCE. Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

8.11.1 CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and

skilled in the area(s) for which he or she will render his or her services.

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

8.12 **CONFLICTS**

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

8.12.2 In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this Agreement and the ILA with the County, as such Agreements are amended from time to time, to the same extent as CONTRACTOR.

8.13 **MATERIALITY AND WAIVER OF BREACH**

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

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

8.14 **COMPLIANCE WITH LAWS**

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

8.15 SEVERANCE

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

8.16 JOINT PREPARATION

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

8.17 PRIORITY

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect. In the event of conflict between documents, the following order shall govern:

- 1) This Agreement, as amended.
- 2) County ILA, as amended from time to time.
- 3) RFP

4) Response to RFP

8.18 JURISDICTION, VENUE, WAIVER OF JURY TRIAL

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

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 pursuant to Section 768.28 Florida Statutes.

8.19 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 CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.20 PRIOR AGREEMENTS

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

or written.

8.21 **PAYABLE INTEREST**

8.21.1. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.21.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

8.22 **INCORPORATION BY REFERENCE**

The attached Exhibit A (Route 1), Exhibit B (Route 2), Exhibit C (Route 3), Exhibit D (Route 4), Exhibit E (Interlocal Agreement between City and Broward County), Exhibit F (Request for Proposal and Exhibit G (Response to Request for Proposal) are hereby incorporated into and made a part of this Agreement.

8.23 **REPRESENTATION OF AUTHORITY**

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

8.24 **MULTIPLE ORIGINALS**

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

ARTICLE 9
NONDISCRIMINATION, EQUAL OPPORTUNITY
AND AMERICANS WITH DISABILITIES ACT

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

9.1.1 CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

9.1.2 CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

9.1.3 CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

9.1.4 CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.

9.3 During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agree to the following clauses:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination: The Contractor, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate, either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontractors, including Procurements of Materials and Equipment: In all solicitations made by the Contractor, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subcontractor or supplier shall be notified by the Contractor of the subcontractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration to be

pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the City of Halladale Beach shall impose contract sanctions as appropriate, including, but not limited to:
 - a. withholding of payments to the Contractor under the contract until the Contractor complies, and/or
 - b. cancellation, termination, or suspension of the contract, in whole or in part.
6. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (1) through (6) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the City of Hallandale Beach, Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH, signing by and through its City Manager, duly authorized to execute same.

CITY

ATTEST:

CITY OF HALLANDALE BEACH

CITY CLERK

By _____
CITY MANAGER


_____ day of _____, 20____

Approved as to legal sufficiency and form

CITY ATTORNEY


IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature. Limousines of South Florida signing by and through its President, Raymond Gonzalez [TITLE AND NAME], duly authorized to execute same.

ATTEST:



Corporate Secretary
Ray Gonzalez - Secretary
(Type Name and Title Signed Above)

CONTRACTOR

By 

Ray Gonzalez - President CEO
PRINT NAME AND TITLE
11 Day of July, 2022.

(Corporate Seal) OR (NOTARIZE BELOW)

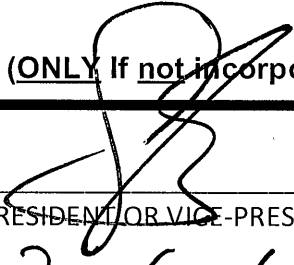
OR

(ONLY If not incorporated sign below).

WITNESSES:



(PRINT NAME)



(PRESIDENT OR VICE-PRESIDENT)



(PRINT NAME)

Ray Gonzalez - President CEO
(TYPE NAME & SIGNED ABOVE)

NOTARY SEAL

The foregoing instrument was acknowledged before me this 11 day of July, 2022, by Ray Gonzalez.



Signature of Notary

Jorge Curbelo
Name of Notary Printed, or Stamped

Personally Known x OR Produced Identification _____

Type of Identification Produced _____

