

**AGREEMENT
BETWEEN
HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY
AND
LIMOUSINES OF SOUTH FLORIDA, INC.
FOR
THE TRI-RAIL TO TROLLEY CIRCULATOR SHUTTLE SERVICE**

This Agreement made and entered into this 9th day of January, 2014⁵ by and between the Hollywood, Florida Community Redevelopment Agency, (hereinafter "CRA") and Limousines of South Florida, Inc., a Florida corporation authorized to do business in the State of Florida (hereinafter "LSF").

WHEREAS, the CRA issued Request for Proposal No. RFP-003-14-CRA (hereinafter the "RFP") seeking proposals from vendors to provide transportation services along a set route with various stops between Hollywood Tri-Rail and Downtown Hollywood and connecting with the Hollywood Trolley (known as the Tri-Rail to Trolley Circulator Shuttle Service); and

WHEREAS, on September 3, 2014, the CRA Board passed and adopted Resolution No. R-CRA-2014-037 which authorized CRA Officials to execute an agreement with the highest ranked firm, LSF;

NOW, THEREFORE, in consideration of the mutual promises and understandings set forth herein, the parties hereto agree as follows:

**ARTICLE I
INCORPORATION OF DOCUMENTS**

The RFP, including any addenda thereto, and the proposal submitted by LSF, (hereinafter, collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

**ARTICLE II
TERM**

This Agreement shall commence upon execution of this Agreement by the CRA and shall expire on the 9th day of January, 2016. This Agreement may be renewed for two (2) additional two (2) year periods by the parties contingent upon the CRA determining it is in the best interest of the CRA to renew and LSF agrees to renew in writing.

ARTICLE III SCOPE OF SERVICES

LSF shall provide Tri-Rail to Trolley Circulator Shuttle Services in accordance with RFP-003-14, LSF's response and this Agreement.

ARTICLE IV COMPENSATION

The CRA shall remit payment to LSF for services provided in the total amount not to exceed \$219,648.00 per year, contingent upon an annual appropriation by the CRA Board. The not to exceed amount is based upon the scope of services hours of Monday through Friday 7 a.m. – 7 p.m., Friday 7 a.m. – 10 p.m., Saturday 10 a.m. – 11 p.m., and Sunday 10 a.m. – 10 p.m. The rate for services will be at hourly rate of \$48.00 per service hour.

ARTICLE V INDEMNIFICATION

The parties hereby agree that the following indemnification provision shall govern this Agreement:

LSF agrees to indemnify and hold harmless the CRA, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities, installation of technology or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by LSF, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and the RFP Document.

ARTICLE VI REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise hereof.

ARTICLE VII
SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law

ARTICLE VIII
ENTIRETY OF CONTRACTUAL AGREEMENT

This Agreement, the RFP Documents, together with the attachments hereto, sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms or conditions contained in this Agreement, or the RFP Documents, may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE IX
NOTICE

All notices required shall be sent by certified mail, return receipt requested. If sent to City, such notices shall be mailed to:

CRA Executive Director
Hollywood, Florida Community Redevelopment Agency
330 North Federal Highway
Hollywood, Florida 33021

with a copy to:

General Counsel for the CRA
2600 Hollywood Boulevard, Rm. 407
Hollywood, Florida 33020,

and if sent to LSF, such notices shall be mailed to:

Limousines of South Florida, Inc
3300 SW 11th Ave
Fort Lauderdale, FL 33315

ARTICLE X
THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than City and LSF.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the day and year first above written.

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY


ATTEST:

By: 
Peter Bober, Chair


Phyllis Lewis, Secretary

APPROVED AS TO FORM & LEGALITY
for the use and reliance of the Hollywood,
Florida Community Redevelopment Agency,
only.

Approved by: 
Yvette Scott-Phillip
Budget Manager


Jeffrey P. Sheffel, General Counsel

Attest:


Corporate Secretary
Print Name: Rene Gonzalez

Limousines of South Florida, Inc.

By: 

Print Name Mark Levitt
Title: V.P.