

RESOLUTION NO. R-CRA-2016-10

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE CIRCULAR SHUTTLE AGREEMENT BETWEEN MARUTI FLEET AND MANAGEMENT, INC. AND THE CRA.

WHEREAS, the CRA issued RFP-0005-14-CRA seeking proposals from qualified vendors to provide transportation services along a set route with various stops between Hollywood Beach and Downtown Hollywood; and

WHEREAS, on December 3, 2014, the CRA Board passed and adopted Resolution No. R-CRA-2014-28 which awarded the contract for transportation services to Maruti Fleet and Management, LLC ("Maruti") and authorized the appropriate CRA officials to negotiate an agreement for consideration by the CRA Board; and

WHEREAS, on June 3, 2015, the CRA Board passed and adopted Resolution No. R-CRA-2015-29 which authorized the appropriate CRA officials to execute an agreement for Circular Shuttle Services ("Agreement"); and

WHEREAS, on July 27, 2015, the CRA and Maruti executed the Agreement for transportation services to commence on October 1, 2015; and

WHEREAS, Broward County requires that the Agreement contain certain provisions between the CRA and its subcontractors; and

WHEREAS, the CRA and Maruti wish to execute the attached First Amendment to the Agreement to provide for the additional provisions;

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That it hereby approves and authorizes the execution, by the appropriate CRA Officials, of the attached First Amendment to the Agreement between Maruti Fleet and Management, Inc. and the CRA together with such non material changes as may be subsequently agreed to by the CRA Executive Director and approved as to form and legality by the CRA General Counsel.

RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE CIRCULAR SHUTTLE AGREEMENT BETWEEN MARUTI FLEET AND MANAGEMENT, INC. AND THE CRA

Section 2: That this Resolution shall be in full force and effect immediately upon its passage and adoption.


PASSED AND ADOPTED this 6th day of April, 2016.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY



PHYLLIS LEWIS, BOARD SECRETARY



PETER BOBER, CHAIR

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



JEFFREY P. SHEFFEL, GENERAL COUNSEL *one*

**HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY
FIRST AMENDMENT TO
CIRCULATOR SHUTTLE AGREEMENT**

THIS AMENDMENT dated as of the ____ day of _____, 2016, (the "Execution Date") by and between Maruti Fleet and Management, LLC, a Florida corporation authorized to do business in the State of Florida, ("Contractor") and the Hollywood, Florida Community Redevelopment Agency, ("CRA").

W I T N E S S E T H :

WHEREAS, the CRA issued RFP-0005-14-CRA seeking proposals from qualified vendors to provide transportation services for the CRA's Beach and Downtown Circulator Shuttle Service; and

WHEREAS, on December 3, 2014, the CRA Board passed and adopted Resolution CRA-2014-38 which selected a Contractor to provide transportation services and authorized the appropriate CRA Officials to negotiate an agreement for consideration by the CRA Board; and

WHEREAS, on June 3, 2015, the CRA Board passed and adopted Resolution No. R-CRA-2015-29 which authorized the execution of an Agreement for transportation services (the "Agreement");

WHEREAS, the parties executed the Agreement on July 27, 2015 (the "Agreement");

WHEREAS, the parties wish to amend the Agreement based on standards set forth in the Interlocal Agreement between the CRA and City as well as the Interlocal Agreement between the City and County; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Section 5, Vehicle Operation shall be revised to include the following:

(h) Contractor agrees that throughout the term of this Agreement the City of Hollywood official logo(s), the Broward County official logo(s) when applicable, the logo of any Grantors funding the service, and Broward County-assigned identification number shall be conspicuously displayed on the rear of the vehicle(s) at all times.

(i) 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. In the event that 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, in time for the passenger to request a stop at the announced location:

- (1) transfer points with other fixed-routes; and
- (2) other major intersections and destination points; and
- (3) intervals along a route to orient individuals with visual impairments or other disabilities to his or her location, especially if there is a long distance between other announcements; and
- (4) any stop requested by a passenger with a disability, even if it does not meet any of the other criteria for announcement.

(j) Maintenance of Vehicle(s). Contractor shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the vehicle(s). Contractor, or its subcontractor, shall perform 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, or its subcontractor, agrees to maintain all vehicle(s) in first class appearance and mechanical condition throughout the duration of this Agreement.

(k) Daily Cleaning. Contractor shall perform daily cleaning of the Vehicle(s) prior to beginning Community Bus Service each day as follows:

- Exterior Wash
- Interior windows cleaned
- Mopping of non-carpeted floors with clean water and appropriate cleaning solution
- Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
- Vacuuming of upholstered seats
- Pest control
- Wiping down of all hand rails with clean water and appropriate cleaning solution

Refuse, newspapers and other recyclable material remaining on board shall become the property of the Contractor. However, items found that are the belongings of customers shall be maintained and made available consistent with CRA's Lost and Found Policy which policy shall comply with Florida law. CRA's Lost and Found Policy must be approved by the City.

(l) Installation of Equipment. CRA may, and reserves the right to, install equipment (hardware or software) determined necessary by COUNTY, including, but not limited to, automatic vehicle locators (AVL), computer aided dispatching (CAD) global positioning systems (GPS), mobile data computers (MDC) collectively referred to as "AVL/MDC Equipment", in Vehicle(s) and at Contractor facilities. Contractor agrees to make Vehicle(s) and facilities available for the installation of any equipment and to

operate such equipment in compliance with all direction from County. Equipment shall be installed in accordance with the Interlocal Agreement between City and Broward County.

2. Section 6, Personnel shall be revised to include the following:

(e) All vehicles(s) shall be operated by properly licensed operators (Florida Commercial Driver's License minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida Commercial Driver's License Class B with a passenger endorsement) employed by Contractor. These employees shall provide full utilization of vehicle(s) to disabled passengers. Contractor shall obtain driving and level one criminal background checks for all vehicle operators from the State of Florida Department of Law Enforcement or other sources approved by the CRA. Contractor shall require its vehicle operators performing the services hereunder to notify CRA within 24 hours of any conviction for any traffic violation (except parking). Contractor shall not employ a vehicle operator to perform Community Bus Service that does not meet the requirements of Florida law.

Contractor shall not employ or retain, or allow to be employed or retained any vehicle operators or supervisors, whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, contains a conviction or plea of nolo contendere regardless of whether adjudication was withheld, for any of the following:

- (1) More than one (1) moving violation in the last three (3) years*.
- (2) An at-fault accident in the last three (3) years*.
- (3) A Failure to Appear or a Failure to Pay in the last three (3) years*.
- (4) A Reckless Driving in the last seven (7) years*.
- (5) A Driving Under the Influence (DUI) in the last seven (7) years*.

Two convictions (lifetime) for DUI is automatic disqualification.

(6) A suspension within the last three (3) years*. One suspension for PIP permitted.

- (7) A Manslaughter resulting from the operation of a motor vehicle.
- (8) A Hit and Run or Hit and Run with Property Damage.
- (9) A Reckless Driving causing injury.
- (10) A DUI causing injury.
- (11) Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

*All time periods shall be rolling.

(f) In accordance with Broward County Ordinance 92-8, Contractor shall have a Drug-Free Workplace Program which must comply with Broward County's Drug-Free Workplace Program requirements. Contractor agrees 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 shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or County, it

inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR 655 and review the testing process.

(g) During the term of this Agreement, Contractor shall be required to use the U.S. Department of Homeland Security's E-Verify system to verify the employment, eligibility of all new employees and subcontractors hired by the Contractor.

3. Section 9, Weekly Reports, Record Keeping and Auditing shall be revised to include the following:

The Contractor shall report or provide to CRA *Annually*:

- (1) Vehicle inventory and mileage on each vehicle.
- (2) Current insurance certificate in accordance with Broward County requirements.
- (3) National Transit Database Operating Expenses Summary Form.
- (4) Safety Certification no later than February 08th for the prior calendar year period. The certification shall attest to compliance with the adopted System Safety Security Program Plan (SSPP), and the performance of safety inspections on all vehicles operated by CRA or its contractors. The Safety Certifications shall comply with the standards set forth in Rule 14-90, Florida Administrative Code, Equipment and Operation Safety Standards for Bus Transit Systems as currently is enacted or as may be amended from time to time.

4. Section 13, Miscellaneous Provisions, shall be revised to include the following:

(h) No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement.

5. A new Section shall be created as follows:

Section 15: Minimum Ridership.

For services currently provided and within twelve (12) months after the start of any new service, CRAr shall maintain a minimum average of 7.1 passengers per revenue service hour per vehicle. It is understood and agreed that a minimum average of 7.1 passengers per revenue service hour, per vehicle, during any rolling twelve (12) month period is required by Broward County. In the event ridership falls below the minimum acceptable levels, Contractor and CRA will work together to review routes and measures to increase ridership.

6. A new Section shall be created as follows:

Section 16: Minimum Standards.

Contractor agrees to comply with the following minimum standards:

(a) Contractor, as a contracted public transit provider, shall comply with the requirements of Rule 14-90, "Equipment and Operation Safety Standards for Bus Transit Systems" Florida Administrative Code, as currently enacted or as may be amended from time to time, (Rule 14-90).

(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 complies 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 CRA.

(3) Permit inspections, safety and security review by CRA, City of Hollywood, or Broward County and/ or the State of Florida.

(4) Comply with CRA'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 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) Advertising, if allowed by Broward County and CRA on any vehicle, shall not obstruct the driver's view and shall not obstruct the vehicle's top lights or other lights. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips. Contractor shall not place any advertising of any kind or nature on any vehicle without the prior written approval of the CRA. In the event that advertisements are allowed, all advertising shall conform to the BCT Advertising Guidelines and Regulations.

(9) All vehicle(s) shall be equipped with rearview mirror and side mirrors on driver's and passenger's sides.

(10) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).

(11) The interior of the vehicle(s) 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) Vehicle(s) 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 vehicle(s) shall be free from cracks, breaks and dents, and painted.

(15) Vision shall be unobstructed on all four (4) sides of the vehicle(s).

7. A new section shall be created as follows:

Section 17: Audit Right and Retention of Records.

COUNTY shall have the right to audit the books, records, and accounts of CITY and its subcontractors that are related to this Project. CITY 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 CITY 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, CITY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form. CITY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, 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, 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. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

8. A new section shall be created as follows:

Section 18: Lobbying.

The CRA Certifies that:

(a) The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), if the procurement contract amount is in excess of \$100,000. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with

non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

(b) No federal appropriated funds have been paid or will be paid, by or on behalf of CRA, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

(c) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal agreement, grant, loan, or cooperative agreement, CRA will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

9. A new section shall be created as follows:

Section 19: Federal Requirements.

At all times during this Agreement Contractor shall comply with all applicable Federal requirements, including, without limitation:

(a) 49 U.S.C. 5323(d) and 49 CFR Part 604, which provide that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions set forth in 49 CFR Part 604. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

(b) 69 U.S.C. 5323(f) and 49 CFR Part 605, and may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

(c) HIPAA Compliance. It is expressly understood by the parties that CRA personnel and/or its agents have access to protected health information (hereinafter known as "PHI") that is subject to the requirements of 45 CFR 164.502 and related regulations. In the event Contractor is considered by CRA to be a covered entity or business associate and/or is required to comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter known as "HIPAA"), Contractor shall fully protect individually identifiable health information as required by HIPAA and, if requested by CRA, shall execute a Business Associate Agreement in the form attached

hereto as Exhibit "H" for the purpose of complying with HIPAA. Where required, Contractor shall handle and secure such PHI in compliance with HIPAA and its related regulations and, if required by HIPAA or other laws, include in its "Notice of Privacy Practices" notice of Contractor's and CRA's uses of client's PHI. The requirement to comply with this provision and HIPAA shall survive the expiration or earlier termination of this Agreement. Contractor hereby authorizes the CRA to sign Business Associate Agreements on its behalf.

(d) Americans with Disabilities Act of 1990 (ADA): Execution of this Agreement constitutes a certification that the Contractor will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.) the regulations of the federal government issued thereunder, and the assurance by the Contractor pursuant thereto.

(e) Section 504 of the Rehabilitation Act of 1973, as amended (Section 504), 29 U.S. C. Section 794, prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

(f) DOT Public Transportation Regulations implementing Section 504 and the ADA. These regulations include DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," 49 CFR Part 27, DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Architectural and Transportation Barriers Compliance Board (ATBCB)/DOT regulations, "Americans With Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38, all as currently enacted or as may be amended from time to time.

10. A new Section shall be created as follows:

Section 20: Compliance with Agreements.

Contractor agrees to comply with all applicable standards as set forth in the Interlocal Agreement between CRA and the City of Hollywood for Community Bus Service Financial Assistance Only and all applicable standards in the Interlocal Agreement between Broward County and the City of Hollywood.

(HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY FIRST
AMENDMENT TO CIRCULATOR SHUTTLE AGREEMENT)

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

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

Phyllis Lewis, Secretary

BY: _____
Peter Bober, Chair

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

APPROVED BY: _____
Yvette Scott-Phillips

Jeffrey P. Sheffel, CRA General Counsel

MARUTI FLEET AND MANAGEMENT
LLC.

WITNESSES:

Signature
Print Name: _____

Signature
Print Name: _____

BY: _____
Signature
Title: President
Print Name: _____

BY: _____
Signature
Title: Vice-President
Print Name: _____

EXHIBIT "A"
ROUTE DESIGNATION

Beach Line
1. TAYLOR STREET (closing summer 2015)
2. Arizona Street
3. The Summit (West Side)
4. Magnolia Terrace (West Side)
5. Crowne Plaza Hollywood Beach
6. The Westin Diplomat
7. Magnolia Terrace (East Side)
8. Hollywood Beach Culture & Community Center
9. Hollywood Beach Resort
10. Margaritaville Resort (not open till summer 2015)
11. Hollywood Beach Marriott
12. North Beach Park

Downtown/Beach- South
1. TAYLOR STREET (closing summer 2015)
2. Arizona Street
3. 13 th Avenue (North Side)
4. 19 th Avenue Parking Garage
5. Anniversary Park
6. 20 th Avenue Parking Garage
7. Arts Park at Young Circle
8. 13 th Avenue (South Side)
9. The Summit (West Side)
13. Magnolia Terrace (West Side)
14. Crowne Plaza Hollywood Beach
15. The Westin Diplomat
16. Magnolia Terrace (East Side)
17. Hollywood Beach Culture & Community Center
18. Hollywood Beach Resort
19. Margaritaville Resort (not open till summer 2015)

Downtown/Beach- North
10. TAYLOR STREET (closing summer 2015)
11. Garfield Street Parking Garage
12. Hollywood Beach Marriott
13. North Beach Park
14. Arizona Street
15. 13 th Avenue (North Side)
16. 19 th Avenue Parking Garage
17. Anniversary Park
18. 20 th Avenue Parking Garage
19. Arts Park at Young Circle
20. 13 th Avenue (South Side)
20. Margaritaville Resort (not open till summer 2015)

Exhibit "B"

RESOLUTION NO. R-CRA-2015-29

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE THE ATTACHED CIRCULATOR SHUTTLE AGREEMENT BETWEEN MARUTI FLEET AND MANAGEMENT, INC. AND THE CRA AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the CRA issued RFP-0005-14-CRA seeking proposals from qualified vendors to provide transportation services along a set route with various stops between Hollywood Beach and Downtown Hollywood; and

WHEREAS, on December 3, 2014, the CRA Board passed and adopted Resolution No. R-CRA-2014-28 which awarded the contract to Maruti Fleet and Management, LLC ("Maruti") and authorized the appropriate CRA Officials to negotiate an agreement for consideration by the CRA Board; and

WHEREAS, the CRA Board requested the option to select a eco-friendly vehicle for the provision of the CRA's Beach and Downtown Circulator Shuttle Service; and

WHEREAS, staff and Maruti Fleet and Management, LLC have negotiated the attached agreement that allows the CRA Board to select an option for the vehicle types to be used for the proposed service; and

WHEREAS, the different options for the type of vehicle to be utilized by Maruti are set forth in Exhibit "A" attached hereto and sets forth the hourly rates, total annual cost, and pictures of each vehicle option; and

WHEREAS, funding for this project has been provided for in the Fiscal Year 2015 Operating Budget in account number 63.0185.00150.552.004806 and will be allocated in the subsequent fiscal years;

NOW, THEREFORE, BE IT RESOLVED BY THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY:

Section 1: That it hereby authorizes the execution, by the appropriate CRA Officials, of the attached Circulator Shuttle Agreement between Maruti Fleet and Management LLC and the CRA, together with such non-material changes as may subsequently be agreed to by the Executive Director of the CRA and approved as to form and legality by the CRA General Counsel.

RESOLUTION AUTHORIZING THE EXECUTION OF ATTACHED CIRCULATOR
SHUTTLE AGREEMENT WITH MARUTI (2015)

Section 2: That this resolution shall be in full force and effect immediately
upon its passage and adoption.

PASSED AND ADOPTED this 3rd day of June, 2015.

ATTEST:

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY



PHYLLIS LEWIS, BOARD SECRETARY



PETER BOBER, CHAIR

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


JEFFREY P. SHEFFEL, GENERAL COUNSEL

**HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY
CIRCULATOR SHUTTLE AGREEMENT**

THIS AGREEMENT dated as of the 27th day of July, 2015, (the "Execution Date") by and between Maruti Fleet and Management, LLC, a Florida corporation authorized to do business in the State of Florida, ("Contractor") and the Hollywood, Florida Community Redevelopment Agency, ("CRA").

WITNESSETH:

WHEREAS, the CRA issued RFP-0005-14-CRA seeking proposals from qualified vendors to provide transportation services for the CRA's Beach and Downtown Circulator Shuttle Service; and

WHEREAS, on December 3, 2015, the CRA Board passed and adopted Resolution CRA-2014-38 which selected a Contractor to provide transportation services and authorized the appropriate CRA Officials to negotiate an agreement for consideration by the CRA Board; and

WHEREAS, on June 3rd, 2015, the CRA Board passed and adopted Resolution No. R-CRA-2015- 29 which authorized the execution of this agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1: Term of Agreement.

This Agreement shall commence upon execution of this agreement by the CRA and shall expire on September 30, 2018. This Agreement may be renewed for two (2) additional one (1) year terms by the parties contingent upon the CRA determining it is in the best interest of the CRA to renew and the Contractor agrees to renew in writing. The CRA Board is under no obligation, however, to extend or renew this Agreement and may procure any extended service from another source. It is hereby understood and agreed to by the parties that Contractor shall have the trolley services up and running on October 1, 2015. In the event that Contractor has not obtained the required alternative fuel vehicles (propane vehicles), prior to the October 1, 2015 start up date, then Contractor shall notify the CRA and shall provide circulator transportation services pursuant to Section 2. B. of this Agreement.

Section 2: Contractor's Scope of Services

Contractor shall provide year round circulator transportation services between Hollywood Beach and Historic Downtown for visitors and residents along the approximate route set forth in Exhibit "A" attached hereto and incorporated herein by reference. Such services shall be consistent with RFP-005-14-CRA, Contractor's response and this Agreement. Contractor will adhere to its personnel program and

policies, system safety program plan as set forth in its response to RFP-0005-14-CRA and Contractor shall provide the CRA with copies of its Operation Manual which shall include the foregoing categories. Contractor shall assist and support the CRA in marketing the circulator transportation service program. Contractor shall provide the transportation services by providing the following:

A. 1. Circulator transportation services shall be provided by the Contractor utilizing three (3) alternative fuel trolleys at a cost of \$33.01 per hour per vehicle plus a fixed cost price of \$33,894.00 per month. In the event that a trolley is out-of-service and Contractor needs to substitute the trolley with a vehicle described in B. below, then Contractor will charge the CRA the cost set forth in B. below for the time said vehicle is in operation. However, when a trolley is out-of-service due to mechanical issues, the substituted vehicle shall only be used for a period of seven (7) days and if the trolley is out-of-service due to an accident/collision then the substituted vehicle shall only be used for period of thirty (30) days.

A. 2. In the event that the Contractor utilizes energy efficient vehicles to provide circulator transportation services under this Agreement, Contractor may be entitled to a rebate offered by the state and is encouraged to obtain such rebate.

B. 1. In the event that Contractor has not obtained the required alternative fuel vehicles to provide the services on October 1, 2015, then Contractor may provide the Circulator transportation services by utilizing either a mini-bus, gas trolley vehicle or a diesel fueled vehicle wrapped with a logo or any type of wrapping that the CRA chooses at no cost to the CRA for a period no longer than thirty (30) days. If the Contractor has not obtained the alternative fuel vehicles within the thirty (30) day period for which substitute vehicles have been used, then the CRA shall have the right to immediately terminate this Agreement.

2. In the event that Contractor needs to substitute a trolley due to it being out-of-service, then Circulator transportation services shall be provided by the Contractor utilizing either : (1) one (1) mini- bus at a cost of \$33.01 per hour per vehicle; (2) a gas trolley vehicle; or (3) a diesel fueled vehicle upon the prior approval of the CRA. CRA shall have the option to have any of the substituted vehicles wrapped with a logo or any type of wrapping that the CRA chooses. The CRA shall pay the cost of \$1,000 per vehicle for the removal of the wrap which will be paid at the time of wrapping. However, if this agreement is renewed, Contractor shall waive the removal fee and refund the \$1,000 per vehicle to the CRA.

Payment for said transportation services shall be as set forth in Section 7 herein.

Section 3: Route Designation

Contractor shall adhere to the route designated and described in Exhibit "A" attached hereto and incorporated herein by reference. The route designated shall not be changed unless the parties agree in writing, and this Agreement, is amended to reflect such change.

Section 4: Hours of Operation. Contractor agrees to operate and run the three (3) vehicles designated in Section 2 above, continuously during the hours set forth below:

Monday – Thursday (2 vehicles)	7am- 9pm
Friday (3 vehicles)	7am- 11pm
Saturday	10am- 11pm
Sunday	10am- 9pm

The Contractor hereby agrees that the service route will operate on thirty (30) minute headways. Routes are subject to change depending on the needs and conditions determined by the CRA. CRA will give the Contractor 48 hours prior notice for any schedule or time change.

Section 5: Vehicle Operation.

(a) Contractor shall be responsible for day to day management, operation, maintenance and storage of the vehicles, inclusive of all costs and expenses related thereto. Contractor shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of all Vehicles. All equipment on the Vehicle(s) shall be maintained in a fully and proper operable condition at all times.

(b) All vehicles provided by the Contract shall meet all ADA compliance standards, comply with the applicable rules and regulations of the Department of Motor Vehicles, be in compliance with Safety Standards required by the Federal Motor Vehicle Safety Standards established by the National Traffic Safety Administration and Safety Standards required by OSHA and applicable ANSI Standards, be air conditioned and be equipped with bicycle racks.

(c) All vehicles during the term of this Agreement must be consistent and identifiable with the appropriate Hollywood signage program.

(d) The vehicle operator will ensure that the vehicle is operated safely while maintaining the schedule and route compliance.

(e) The Contractor shall ensure that survey cards provided by the CRA are distributed to all passengers and shall collect such cards from the passengers prior to disembarking.

(f) The CRA will provide Contractor with a promotional video to be played in all vehicles. This promotional video can only be utilized for CRA or City sponsored events.

(g) Advertising. Prior to any and all advertising to be placed on the vehicles providing circulator transportation services under this Agreement, the Contractor must obtain the CRA's approval. The CRA shall have the right to advertise on the vehicles and will be given the right of first refusal for any available space on the vehicles. When there are CRA sponsored special events, the CRA will coordinate with Contractor to place advertisements on the vehicles to promote said events.

Section 6: Personnel

(a) Contractor shall provide professional, experienced, well-groomed hospitality-oriented personnel and resources to communicate knowledgeably about the City of Hollywood as a visitor destination with the passengers. The ability to converse in foreign languages (French, Spanish, and German) is encouraged. Contractor is responsible for training of its vehicle operators.

(b) All personnel must have the required up-to-date chauffeur license, have a clean driving record.

(c) CRA reserves the right to require the immediate dismissal of any personnel who fail to meet the standards outlined herein.

(d) Uniforms/Dress Code. The Contractor will ensure that all personnel adhere to the following dress code:

- Collared shirt with the City of Hollywood tourism logo
- Black full length work pants. No jean material is permitted.
- Dark socks
- Black leather shoes, closed toe, and heel must be less than one inch.
- A dark colored sweater, jacket, or coat may be worn as needed.

All uniforms shall be in good repair, stain-free pressed, and freshly laundered. Shoes will also be in good repair and reasonably polished.

Section 7: Payment Schedule

7.1 The CRA agrees to pay Contractor for services rendered at the rate set forth in Section 2 above. Said payments shall be on a monthly basis upon receipt of an invoice from Contractor. Upon review and approval of said invoice by the Executive Director of the CRA, payment shall be made within 45 days of receipt of the invoice.

7.2 Cost Adjustments. The costs for all services under this Agreement shall remain firm for the 1st year of this Agreement. Costs for subsequent years and extension term

years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U). All items, as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase or decrease in the CPI shall be that latest index published and available prior to the end of the Agreement year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the CRA at least ninety (90) days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Agreement. In the event the CPI or industry costs decline, the CRA shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry. The CRA may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered excessive, or decreases are considered to be insufficient. In the event the CRA does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CRA, the Agreement may be cancelled by the CRA upon giving thirty (30) days written notice to the Contractor.

7.3 In the event that the Contractor is requested to provide transportation services beyond the normal hours of operation set forth in Section 4 above, Contractor shall submit a separate invoice which shall include the date, event and hours of service provided. The parties hereby agree that the rate for such services shall be consistent with the hourly rates under Section 2 of this Agreement. The CRA shall remit payment to the Contractor within 45 days of receipt of said invoice unless there is a dispute as to the invoice amount.

7.4 The total amount of for this Agreement shall not exceed \$ 895,000.00.

Section 8: Fare Collection.

The Contractor shall be responsible for managing the fare collection process and have appropriate safeguards and auditing procedures in place to insure the proper handling and reporting of such fare collection. The fare amount shall be \$1.00. CRA shall have the right to adjust the fare amount and shall notify the Contractor within five (5) days of the new fare fee. All fare revenues collected by the Contractor shall be remitted to the CRA on a weekly basis along with any and all documentation substantiating the fare receipts. Such information shall be delineated on the weekly report required under Section 9.

Section 9: Weekly reports, record keeping and auditing.

The Contractor shall submit a weekly report to the CRA's designated representative which shall be due no later than following Wednesday of each week. The weekly report shall include the following:

- a. A chart detailing ridership numbers for the week by day and hour.

- b. All survey cards collected for the week.
- c. All tickets sold for the week in numerical order per vehicle.
- d. A check equal to the fare revenue collected for the week, along with fare receipts or other documentation substantiated the fare revenue
- e. Any incidents, disruption in service, late service, vehicle breakdowns, accidents, vehicles out of service/commission or any other problems that occurred during the week which affect service.
- f. Contractor shall document passenger complaints and describe any actions taken to resolve such complaints on a weekly basis.

Contractor shall permit authorized representatives of the CRA to examine all data and records related to the transportation services and fare collection.

Section 10: Indemnification. Contractor, its officers and representatives, do hereby indemnify and hold harmless the CRA, its agents, employees, officers, and directors from or on account of any injuries or damages, received or sustained by a person or persons during or on account of any operations connected with the Transportation Services provided by Contractor; or by or in consequence of any negligence, or omission of, in connection with same; or by use of any improper materials or equipment or by or on account of any act or omission of Contractor, or its agents or employees. Contractor further agrees to indemnify and hold harmless the CRA, its agents, employees, officers and directors, against any and all claims, suits, actions or liability arising from or based upon the violation of any federal, state, county or city laws, by-laws, ordinances or regulations by Contractor, or its agents or employees. The provisions and obligations under this section shall survive the expiration or earlier termination of this Agreement.

The indemnification provided by Contractor shall obligate it to defend at its own expense or to provide for such defense, at the CRA's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the CRA, its officers, directors, agents or employees, which may result from the operations and activities under this Agreement whether the operations be performed by the CRA, Contractor, or by anyone directly or indirectly employed by either.

Section 11: Insurance.

11.1. Contractor shall be required to provide and maintain in full force and effect throughout the term of this Agreement, all proper insurance coverages as required herein. The CRA and the City reserve the right to require additional insurance in order to meet the full value of the Agreement.

11.2. In addition to any of the other obligations or liabilities of Contractor shall provide for, and maintain in force the insurance coverage set forth below:

a. Workers' Compensation Insurance covering the Contractor and all employees with not less than the following limits:

\$100,000/500,000/100,000 for coverage.

Notice of Cancellation and/or Restriction - The policy must be endorsed to provide the CRA with thirty (30) days' notice of cancellation and/or restriction. If cancellation occurs, Contractor must cease operation of the service until such time as it provides the CRA with a copy of new insurance.

b. Commercial General Liability Insurance naming the CRA and City of Hollywood as an additional insured with not less than the following limits

1. General Aggregate \$ 500,000
2. Products-Comp/Op Aggregate \$ 500,000
3. Personal and Advertising Injury \$500,000
4. Each Occurrence \$500,000
5. Fire Damage \$ 50,000
6. Coverage shall include contractual liability assumed under this Agreement, products and completed operations, broad form property damage, and premises operations.
7. Notice of Cancellation and/or Restriction - The policy(s) must be endorsed to provide the CRA with thirty (30) days' notice of cancellation and/or restrictions.

c. Commercial Automobile Liability with minimum limits of One Million Dollars (\$1,000,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

1. Owned vehicles
2. Hired and non-hired vehicles
3. Notice of Cancellation and/or Restriction - The policy(s) must be endorsed to provide the CRA with thirty (30) days' notice of cancellation and/or restrictions.
4. Policy(s) shall name both the CRA and City of Hollywood as additional insured.

d. Contractor shall purchase and maintain, throughout the term of the Agreement and any renewal period, Employee Dishonesty Insurance which will pay for losses to CRA or City property or money caused by the fraudulent or dishonest acts of the Contractor's employees or its agents, whether acting alone or in collusion of others. The minimum limits shall be as follows:

Employee Dishonesty or Crime	\$10,000 per Occurrence
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3. Contractor shall provide the CRA with Certificates of Insurance evidencing the insurance coverage provided above. The required Certificates of Insurance shall not only name the types of policies provided, but also shall refer specifically to this Agreement and section and paragraphs in accordance with which insurance is being furnished, and shall state that such insurance is required by such paragraphs of this Agreement. The Certificates of Insurance shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the CRA and the City's Risk Manager. If the initial insurance expires prior to the completion of the work, renewal Certificates of Insurance shall be furnished thirty (30) days prior to the date of their expiration.

Section 12: Termination of Agreement. The CRA may terminate this Agreement with or without cause effective thirty (30) days from the date of written notice to the Contractor. The Contractor may terminate this agreement for cause upon thirty (30) days' written notice to the CRA.

Section 13: Miscellaneous Provisions.

(a) Contractor shall not assign, transfer or sub-contract its rights or any of the work either in whole or in part, under this Agreement without prior written consent of the CRA Board.

(b) Contractor hereby agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint venturers between the CRA and Contractor, or as constituting Contractor or any of its officers, agents, representatives or employees as employees of the CRA or the City of Hollywood, and that Contractor shall not represent to any third parties that such is the case.

(c) This Agreement shall constitute the entire Agreement among the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon the Agreement that are not expressly addressed herein.

(d) 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 heard 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 shall be 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 parties exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercise thereof. If any legal action is necessary or take to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

(e) Failure by the CRA 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.

(f) No changes, amendments or modifications of this Agreement, or any part thereof, shall be valid unless in writing, approved by the CRA Board and signed by the parties.

(g) In the event this Agreement or any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CRA 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.

Section 14: Notice. Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed.

If to CRA:

330 N Federal Highway
Hollywood, Florida
33020

If to Maruti Fleet and Management LLC.:

2301 South Division Avenue
Orlando, Florida
32805

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

CIRCULATOR TRANSPORTATION SERVICE BY MARUTI

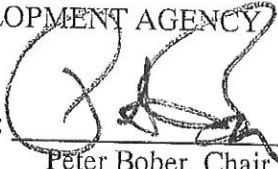
IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:


Rhylis Lewis, Secretary

BY:


Peter Bober, Chair

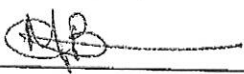
APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the Hollywood, Florida Redevelopment
Agency, only.

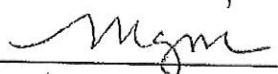

Jeffrey P. Sheffel, CRA General Counsel

APPROVED BY:


Jorge Camejo, CRA Executive Director

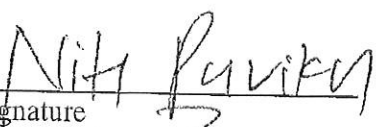
WITNESSES:


Signature
Print Name: Marilyn A. Bissod


Signature
Print Name: Marcus G. Moore

MARUTI FLEET AND MANAGEMENT
LLC. .

BY:


Signature
Title: President
Print Name: Nita Parikh

BY:

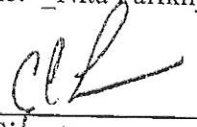

Signature
Title: Vice-President
Print Name: Eduardo Carrion

EXHIBIT "A"
ROUTE DESIGNATION

Beach Line	
1.	TAYLOR STREET (closing summer 2015)
2.	Arizona Street
3.	The Summit (West Side)
4.	Magnolia Terrace (West Side)
5.	Crowne Plaza Hollywood Beach
6.	The Westin Diplomat
7.	Magnolia Terrace (East Side)
8.	Hollywood Beach Culture & Community Center
9.	Hollywood Beach Resort
10.	Margaritaville Resort (not open till summer 2015)
11.	Hollywood Beach Marriott
12.	North Beach Park

Downtown/Beach- South	
1.	TAYLOR STREET (closing summer 2015)
2.	Arizona Street
3.	13 th Avenue (North Side)
4.	19 th Avenue Parking Garage
5.	Anniversary Park
6.	20 th Avenue Parking Garage
7.	Arts Park at Young Circle
8.	13 th Avenue (South Side)
9.	The Summit (West Side)
13.	Magnolia Terrace (West Side)
14.	Crowne Plaza Hollywood Beach
15.	The Westin Diplomat
16.	Magnolia Terrace (East Side)
17.	Hollywood Beach Culture & Community Center
18.	Hollywood Beach Resort
19.	Margaritaville Resort (not open till summer 2015)

Downtown/Beach- North	
10.	TAYLOR STREET (closing summer 2015)
11.	Garfield Street Parking Garage
12.	Hollywood Beach Marriott
13.	North Beach Park
14.	Arizona Street
15.	13 th Avenue (North Side)
16.	19 th Avenue Parking Garage
17.	Anniversary Park
18.	20 th Avenue Parking Garage
19.	Arts Park at Young Circle
20.	13 th Avenue (South Side)
20.	Margaritaville Resort (not open till summer 2015)

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: CRA Chair and Board Members **DATE:** March 24, 2016

FROM: Jeffrey P. Sheffel,
CRA General Counsel

SUBJECT: Proposed First Amendment to the Circular Shuttle Agreement with Maruti, LLC

I have reviewed the above captioned agreement for form and legality. The general business terms are as follows:

- 1) Department/Division involved – Beach District and Downtown Districts of the CRA
 - 2) Type of Agreement – First Amendment to Contract
 - 3) Method of Procurement (RFP, bid, etc.) – RFP No. 0005-14-CRA
 - 4) Term of Contract
 - a) initial – Commences upon execution and expires on September 30, 2017
 - b) renewals (if any) – Two additional one-year periods
 - c) who exercises option to renew – Contingent upon vendors acceptance and the determination that renewal is in the best interest of the CRA
 - 5) Contract Amount – No cost associated with this amendment.
(Originally approved cost of \$895,000.000 via Resolution CRA-2015-29)
 - 6) Termination rights – CRA may terminate with or without cause.
 - 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable CRA requirements.
 - 8) Scope of Services – Contractor to provide transportation for the circular shuttle services to and from assigned stops in Hollywood Beach and Downtown Hollywood.
 - 9) Other significant provisions – Contractor shall comply with requirements contained in the ILA between the City of Hollywood and the CRA as well as the ILA between the City of Hollywood and Broward County.
- cc: Jorge Camejo, Executive Director for the CRA

STATEMENT OF BUDGET IMPACT
Budgetary Review of Proposed Resolution &
Ordinances with Financial Implication.

Date: March 23, 2016

File: BIS CRA 16-06

Proposed Legislation:

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE CIRCULAR SHUTTLE AGREEMENT BETWEEN MARUTI FLEET AND MANAGEMENT, INC. AND THE CRA.

Statement of Budget Impact:

1. ☒ No Budget Impact associated with this action;
2. ☐ Sufficient budgetary resources identified/available;
3. ☐ Budgetary resources not identified/unavailable;
4. ☐ Potential increase in Revenue is possible with this action;

Explanation:

The CRA issued RFP-0005-14-CRA seeking proposals from qualified vendors to provide transportation services along a set route with various stops between Hollywood Beach and Downtown Hollywood. On December 3, 2014, the CRA Board passed and adopted Resolution No. R-CRA-2014-28 which awarded the contract for transportation services to Maruti Fleet and Management, LLC ("Maruti") and authorized the appropriate CRA officials to negotiate an agreement for consideration by the CRA Board.

On June 3, 2015, the CRA Board passed and adopted Resolution No. R-CRA-2015-29 which authorized the appropriate CRA officials to execute an agreement for Circular Shuttle Services ("Agreement"). The CRA and Maruti executed the Agreement for transportation services on July 27, 2015, with service to commence on October 1, 2015.

The City of Hollywood and Broward County (the "County") will enter into an Agreement for Community Bus Service ("County Agreement") which allows the City to contract for the operation of a portion of the community bus system with the CRA wherein the City would provide the funds received from the County to the CRA for the operation of the community bus system.

BIS CRA 16-06

Page 2 of 2

Broward County requires that the Agreement contain certain provisions between the CRA and its subcontractors. The CRA and Maruti wish to execute the attached First Amendment to the Agreement to provide for the additional provisions.

APPROVED BY: Yvette Scott-Phillip
Budget Manager
Hollywood Community Redevelopment Agency