

RESOLUTION NO. R-CRA-2017-30

A RESOLUTION OF THE HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY ("CRA"), AUTHORIZING THE APPROPRIATE CRA OFFICIALS TO EXECUTE THE ATTACHED FIRST AMENDMENT TO THE TRI-RAIL TO TROLLEY CIRCULATOR SHUTTLE SERVICE AGREEMENT BETWEEN LIMOUSINES OF SOUTH FLORIDA, INC. AND THE CRA IN ORDER TO RENEW FOR A TWO (2) YEAR PERIOD IN AN AMOUNT NOT TO EXCEED \$219,648.00 UNDER THE SAME TERMS AND CONDITIONS AS THE EXISTING AGREEMENT.

WHEREAS, on September 3, 2014, the CRA Board passed and adopted Resolution No. R-CRA-2014-037, which authorized the Hollywood, Florida Community Redevelopment Agency Tri-Rail to Trolley Circulator Shuttle Service Agreement ("Agreement") between Limousines of South Florida, Inc. ("Contractor") and the CRA; and

WHEREAS, the start date of the contract was delayed to October 12, 2015 to coincide with the start of the new trolley service; and

WHEREAS, the initial term on the Agreement was for a two (2) year period and is scheduled to expire on October 11, 2017; and

WHEREAS, the Agreement may be renewed for two (2) additional two (2) year terms by the parties, contingent upon the CRA's determining it is in the best interest of the CRA to renew and the Contractor's agreeing to renew in writing; and

WHEREAS, CRA staff has determined that it is in the best interest of the CRA to renew the agreement for a two (2) year term and the Contractor has agreed to the renewal in writing; and

WHEREAS, the attached First Amendment to the Agreement will renew the Agreement for a two (2) year term expiring on October 11, 2019; and

WHEREAS, funding for this project has been provided for in the Fiscal Year 2018 budget in account number 66.0186.00150.552.004806 and will be appropriated in the subsequent fiscal year;

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

Section 1: That it hereby authorizes and approves the execution, by the appropriate CRA Officials, of the attached First Amendment to the Hollywood, Florida Community Redevelopment Agency Tri-Rail to Trolley Circulator Shuttle Service Agreement between Limousines of South Florida, Inc. 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.

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 September, 2017.

ATTEST:



PHYLLIS LEWIS
BOARD SECRETARY

HOLLYWOOD, FLORIDA
COMMUNITY REDEVELOPMENT
AGENCY



JOSH LEVY, CHAIR

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



ALAN FALLIK, ACTING GENERAL COUNSEL *DM*

**FIRST AMENDMENT TO THE HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY TRI-RAIL TO TROLLEY CIRCULATOR SHUTTLE
SERVICE AGREEMENT**

THIS AMENDMENT to that certain January 9, 2015 Circulator Shuttle Agreement (the "Agreement"), is dated effective as of the ____ day of _____, 2017, (the "Effective Date") and is agreed to between the HOLLYWOOD COMMUNITY REDEVELOPMENT AGENCY, ("CRA"), and LIMOUSINES OF SOUTH FLORIDA, INC., a Florida corporation authorized to do business in the State of Florida ("Contractor"). It is hereby mutually covenanted and agreed by and between the parties hereto that said Agreement is amended upon the terms, covenants, and conditions hereinafter set forth.

1. Article II of the Agreement entitled "Term" is hereby amended as follows:

This Agreement shall commence upon execution of the agreement by the CRA and shall expire on September 30, 2019. This Agreement may be renewed for one (1) additional two (2) 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.

2. All other provisions of the January 9, 2015 Agreement shall be and remain the same and in full force and effect.

(THIS SPACE INTENTIONALLY LEFT BLANK)

EXECUTION

IN WITNESS WHEREOF, CRA and Contractor, intending to be legally bound, have executed this First Amendment to the Agreement as of the day and year first above written.

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:

By: _____
Josh Levy, 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

Alan Fallik, Acting General Counsel

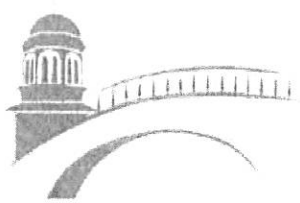
Attest:

Limousines of South Florida, Inc.

By: _____

Corporate Secretary
Print Name: _____

Print Name
Title: _____



HOLLYWOOD FLORIDA

COMMUNITY REDEVELOPMENT AGENCY

August 14, 2017

Mr. Mark Levitt
Limousines of South Florida
330 SW 11th Avenue
Fort Lauderdale, FL 33315

Dear Mr. Levitt:

Our agreement with your company to provide Tri-Rail to Trolley shuttle service expires October 11, 2017.

The Hollywood CRA would like to renew the agreement for a two (2) year period under the terms, conditions and pricing as the current contract (copy attached).

If you are willing to honor your bid pricing and renew this agreement, please sign below. If you are not, please sign and explain the reason(s) in a separate letter.

Renewal is subject to the receipt of all required insurance certificate(s). If you have not already done so, please forward updated certificates directly to the Hollywood CRA.

Thanks for your help with this matter and please feel free to contact me at (954) 924-2980 or email to yscott-phillip@hollywoodfl.org if you have questions.

Your prompt response to this matter would be appreciated.

Sincerely,


Yvette Scott-Phillip
Budget Manager

I agree: 

I disagree: _____

Name: Mark Levitt

(Typed or Printed)

Date: 8/14/17

**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, 2014 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

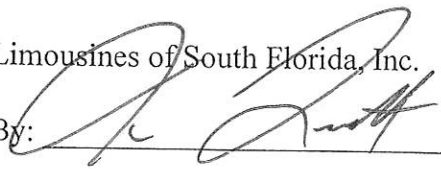

Phyllis Lewis, Secretary

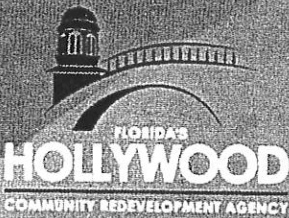
APPROVED AS TO FORM & LEGALITY
for the use and reliance of the Hollywood,
Florida Community Redevelopment Agency,
only.

Approved by: 
Yvette Scott-Phillip
Budget Manager


Jeffrey P. Sheffel, General Counsel

Attest: 
Corporate Secretary
Print Name: Rene Gorzula

Limousines of South Florida, Inc.
By: 
Print Name: Mark Levitt
Title: V.P.



WE'VE GOT *a good thing* GOING

November 16, 2015

Mark Levitt, Vice-President
Limousines of South Florida
3300 SW 11th Avenue
Fort Lauderdale, FL 33315

Dear Mr. Levitt:

As you are aware, on May 5, 2015, Limousines of South Florida agreed to delay the start of the Tri-Rail to Trolley Circulator Shuttle to coincide with the start of the new trolley program. As such, the agreement between the Hollywood, FL Community Redevelopment Agency and Limousines of South Florida will be revised to reflect a new start date of October 12, 2015 with service through October 11, 2017, and the option to renew for two (2) additional two (2) year terms.

If this is your understanding, please indicate by marking the appropriate response, signing, and returning this correspondence.


If you disagree, please explain reason(s) in a separate letter.

Thanks for your help with this matter and as always, please feel free to contact us at 954-924-2980 if you have questions.

A response as soon as possible would be appreciated.

Sincerely,

Yvette Scott-Phillip
Budget Manager

I agree:  V.P.

Name: Mark Levitt

(Typed or Printed)

Date: 11/20/15

**CITY OF HOLLYWOOD
INTEROFFICE MEMORANDUM**

TO: CRA Chair and Board Members **DATE:** August 17, 2017

FROM: Alan Fallik,
Acting CRA General Counsel

SUBJECT: Proposed First Amendment to the Tri-rail to Trolley Circulator Shuttle Service with Limousines of South Florida, Inc.

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

- 1) Department/Division involved – CRA
- 2) Type of Agreement – First Amendment to Contract
- 3) Method of Procurement (RFP, bid, etc.) – RFP No. 003-14-CRA
- 4) Term of Contract
 - a) initial – January 9, 2015 through October 11, 2017
 - b) renewals (if any) – Two additional two-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 – Not to exceed \$219,648.00
- 6) Termination rights – Either party may terminate for cause. CRA may terminate for convenience.
- 7) Indemnity/Insurance Requirements – Contractor shall comply with applicable CRA requirements.
- 8) Scope of Services – Contractor shall provide transportation services along a set route with various stops between Hollywood Tri-rail and Downtown Hollywood and connecting with the Hollywood Trolley.
- 9) Other significant provisions – n/a

cc: Jorge Camejo, Executive Director for the CRA

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

Date: August 14, 2017

File: BIS CRA 17-16

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 TRI-RAIL TO TROLLEY CIRCULATOR SHUTTLE SERVICE AGREEMENT BETWEEN LIMOUSINES OF SOUTH FLORIDA, INC. AND THE CRA IN ORDER TO RENEW FOR A TWO (2) YEAR PERIOD IN AN AMOUNT NOT TO EXCEED \$219,648.00 UNDER THE SAME TERMS AND CONDITIONS OF THE EXISTING AGREEMENT.

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:

On September 3, 2014, the CRA Board passed and adopted Resolution No. R-CRA-2014-037 which authorized the Hollywood, Florida Community Redevelopment Agency Tri-Rail to Trolley Circulator Shuttle Service Agreement ("Agreement") between Limousines of South Florida, Inc. ("Contractor") and the CRA. The initial term on the Agreement expires on October 11, 2017. The Agreement may be renewed for two (2) additional two (2) 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.

CRA staff has determined that it is in the best interest of the CRA to renew the agreement for a one year term and the Contractor has agreed to the renewal in writing.

The attached First Amendment to the Agreement will renew the Agreement for a two year term expiring on October 11, 2019.

Funding for this project has been provided for in the Fiscal Year 2018 budget in account number 66.0186.00150.552.004806 and will be appropriated in the subsequent fiscal year.

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

