

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

THIS AGREEMENT dated as of the 27<sup>th</sup> 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 3<sup>rd</sup>, 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 1<sup>st</sup> 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 or 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.

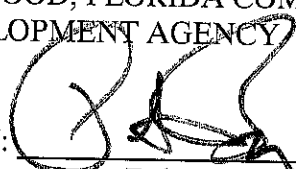
CIRCULATOR TRANSPORTATION SERVICE BY MARUTI

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

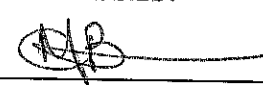
APPROVED AS TO FORM AND  
LEGALITY for the use and reliance  
of the Hollywood, Florida Redevelopment  
Agency, only.

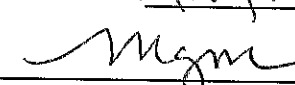
APPROVED BY:   
Jorge Camejo, CRA Executive Director

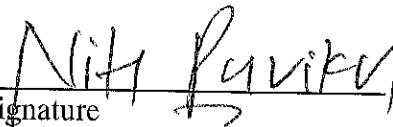
  
Jeffrey P. Sheffel, CRA General Counsel

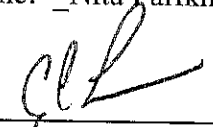
MARUTI FLEET AND MANAGEMENT  
LLC. .

WITNESSES:

  
Signature  
Print Name: Marilyn da Bissod

  
Signature  
Print Name: Markus G. Moore

BY:   
Signature  
Title: President  
Print Name: Nita Parikh

BY:   
Signature  
Title: Vice-President  
Print Name: Eduardo Carrion

**EXHIBIT "A"**  
**ROUTE DESIGNATION**

<b>Beach Line</b>
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

<b>Downtown/Beach- South</b>
1. TAYLOR STREET (closing summer 2015)
2. Arizona Street
3. 13 <sup>th</sup> Avenue (North Side)
4. 19 <sup>th</sup> Avenue Parking Garage
5. Anniversary Park
6. 20 <sup>th</sup> Avenue Parking Garage
7. Arts Park at Young Circle
8. 13 <sup>th</sup> 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)

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