



**Town of Surfside
Town Commission Meeting
AGENDA**

November 13, 2012

7 p.m.

Town Hall Commission Chambers - 9293 Harding Ave, 2nd Floor
Surfside, FL 33154

SUPPLEMENTAL # 1

1. Opening

- A. Call to Order**
- B. Roll Call of Members**
- C. Pledge of Allegiance**
- D. Mayor and Commission Remarks** – Mayor Daniel Dietch
- E. Agenda and Order of Business** Additions, deletions and linkages
- F. Community Notes** – Mayor Daniel Dietch
- G. Dr. Rodriguez, Ruth K. Broad Principal** – Roger M. Carlton, Town Manager
- H. Certificate of Achievement for Excellence in Financial Reporting** – Don Nelson,
Finance Director **Page 1 - 2**

2. Quasi-Judicial Hearings (None)

3. Consent Agenda (*Set for approximately 7:30 p.m.*)

All items on the consent agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the Consent Agenda and discussed separately.

Recommended Motion: To approve all consent agenda items as presented below.

**** Denotes agenda items as “must haves” which means there will be significant impacts if the item is not addressed tonight. If these items have not been heard by 10 p.m., the order of the agenda will be changed to allow them to be heard.***

- *A. **Minutes** - October 15, 2012 – Special Commission Meeting **Page 3 - 17**
- B. Budget to Actual Summary as of August 31, 2012** – Donald Nelson, Finance Director **Page 18 - 19**
- *C. **Town Manager’s Report (Points of Light)** – Roger M. Carlton, Town Manager **Page 20 - 52**
- *D. **Town Attorney’s Report** – Lynn M. Dannheisser, Town Attorney **Page 53 - 59**
- *E. **Projects Progress Report** – Calvin, Giordano and Associates, Inc. **Page 60 - 62**
- F. Committee Reports** – Roger M. Carlton, Town Manager (*Note: Vice Mayor Karukin has requested that Committee minutes appear on the Consent Agenda. The most recent approved minutes have been included*)
 - September 20, 2012 – Parks and Recreation Committee Meeting **Page 63-64**
 - September 12, 2012 - Tourist Board Meeting **Page 65 - 67**

4. Ordinances

(Set for approximately 8:50 p.m.) (*Note: Good and Welfare must begin at 8:15*)

A. Second Readings (Ordinances and Public Hearing)

- *1. **Reduced Rate for Solid Waste Removal** – Donald Nelson, Finance Director **Page 68 - 71**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING SECTION 66-35, “SCHEDULE OF FEES” OF THE CODE OF ORDINANCES TO ESTABLISH A NEW RATE FOR SOLID WASTE REMOVAL TO DOWNTOWN BUSINESSES ABOVE STREET LEVEL WITH A 25% FEE REDUCTION WHICH SHALL BE EFFECTIVE OCTOBER 1, 2012; PROVIDING FOR INCLUSION IN THE CODE BY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- 2. **Maximum Continuous Wall Frontage Ordinance** – Vice Mayor Michael Karukin **Page 72**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING THE TOWN OF SURFSIDE CODE OF ORDINANCES BY AMENDING CHAPTER 90 ZONING; SECTION 90-51 MAXIMUM FRONTAGE OF BUILDINGS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance deferred to December 11, 2012 Town Commission Meeting at 7:00PM]

3. Elimination of DRB – Lynn Dannheisser, Town Attorney Page 73

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” BY DISSOLVING THE DESIGN REVIEW BOARD AND CONSOLIDATING THE DESIGN REVIEW FUNCTION INTO THE EXISTING FUNCTIONS OF THE PLANNING AND ZONING BOARD, CHANGING MEMBERSHIP REQUIREMENTS FOR PLANNING & ZONING BOARD; AND PROVIDING FOR FILLING OF VACANCIES; INCLUDING A TRANSITIONAL PROVISION; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

[Ordinance deferred to December 11, 2012 Town Commission Meeting at 7:00PM]

(Set for approximately 9:00 p.m.) (Note: Good and Welfare must begin at 8:15)

B. First Reading Ordinances

1. Pension Amendment – Roger M. Carlton, Town Manager Page 74

[This item will be delivered under separate cover if the Davis case is settled prior to trial]

***2. FEMA Reinsertion of Section 42-92 (6) CCCL Elevation of Construction – Lynn Dannheisser, Town Attorney Page 75 - 89**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 42 AND SPECIFICALLY SECTION 42-41 “DEFINITIONS”; SECTION 42-76 “PERMIT PROCEDURES”; SECTION 42-77 “DUTIES AND RESPONSIBILITIES OF THE FLOODPLAIN ADMINISTRATOR”; SECTION 42-91 “GENERAL STANDARDS”; SECTION 42-92 “SPECIFIC STANDARDS” INCLUDING RE-INSERTION OF SUBPARAGRAPH (6) RELATING TO THE CCCL; AND SECTION 42-95 COASTAL HIGH HAZARD AREAS (V-ZONES) OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE

- 2. Amendment to Lobbyist Registration and Adoption of Forms – Lynn Dannheisser, Town Attorney Page 90 - 100**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AMENDING SECTION 2-235 OF THE CODE OF THE TOWN OF SURFSIDE RELATING TO LOBBYIST REGISTRATION AND; PROVIDING FOR DEFINITIONS; PROVIDING FOR ANNUAL EXPIRATION AND RENEWAL FOR LOBBYIST REGISTRATIONS; REQUIRING REGISTRATION OF PRINCIPALS; REQUIRING DISCLOSURE OF ANNUAL LOBBYIST EXPENDITURE BY JANUARY 15TH OF EACH YEAR; PROVIDING FOR PENALTIES AND ENFORCEMENT; PROVIDING FOR REPEALER, CODIFICATION, SEVERABILITY AND AN EFFECTIVE DATE.

- 3. Amendment to Short Term Rental Ordinance to Allow for Alternative Notice and Amendment to Paragraph References – Lynn Dannheisser, Town Attorney Page 101 - 105**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 90 “ZONING” AND SPECIFICALLY AMENDING SECTION 90-41.1 “SHORT TERM RENTAL OF SINGLE FAMILY DWELLINGS, TWO-FAMILY DWELLINGS, MULTI-FAMILY DWELLINGS AND TOWNHOUSES” OF THE TOWN OF SURFSIDE CODE OF ORDINANCES PROVIDING FOR INCLUSION IN THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

- 4. Delinquency Penalties and Condominium Hotel Resort Tax Ordinance – Lynn Dannheisser, Town Attorney Page 106 - 111**

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA AMENDING CHAPTER 70 AND SPECIFICALLY AMENDING SECTION 70-107 DEFINITIONS; AMENDING SECTION 70-117 DELINQUENCY PENALTIES, INTEREST; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

5. Resolutions and Proclamations

(Set for approximately 9:30 p.m.) (Note: Depends upon length of Good and Welfare)

- *A. Tourism Five Year Strategic Plan Consultant and Business Improvement District Organizational Plan – Duncan Tavares, TEDACS Director (SET FOR TIME CERTAIN 8:20 P.M.) Page 112 - 135**

[ITEM DEFERRED]

- *B. Employee Health Benefits Retroactive Contract Renewal for FY 12-13 – Yamileth Slate-McCloud, Human Resources Director (SET FOR TIME CERTAIN 8:10 P.M.) Page 136 - 328**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, RETROACTIVELY APPROVING THE GROUP HEALTH PLAN WITH UNITED HEALTHCARE / NEIGHBORHOOD HEALTH PLAN AND THE DENTAL, TERM LIFE INSURANCE, ACCIDENTAL DEATH, SHORT TERM DISABILILTY, AND LONG TERM DISABILITY WITH MUTUAL OF OMAHA; PROVIDING FOR AN EFFECTIVE DATE.

- *C. Expenditure of Forfeiture Funds – David Allen, Chief of Police Page 329 - 333**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, PROVIDING FOR THE FISCAL YEAR 2012/2013 POLICE FORFEITURE FUND EXPENDITURE IN THE AMOUNT OF SIXTY-TWO THOUSAND FOUR HUNDRED NINETY DOLLARS (\$62,490) TO BE FUNDED BY PROCEEDS OF CONFISCATED FUNDS.

- *D. Fraternal Order of Police Local 135 Collective Bargaining Agreement – Year 3 Wage Re-opener – Roger M. Carlton, Town Manager Page 334 - 349**

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA APPROVING AND RATIFYING THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER FOR THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE TOWN OF SURFSIDE AND THE FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE DATED OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013; DIRECTING THE TOWN MANAGER TO EXECUTE THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT- YEAR 3 WAGE RE-OPENER AGREEMENT ON BEHALF OF THE TOWN; AUTHORIZING THE TOWN MANAGER TO TAKE ALL ACTIONS NECESSARY TO IMPLEMENT THE TERMS OF THE FRATERNAL ORDER OF POLICE COLLECTIVE BARGAINING AGREEMENT – YEAR 3 WAGE RE-OPENER AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

- *E. Miami Dade County – Prohibition of Red Light Cameras – Roger M. Carlton,
Town Manager Page 350 - 362**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, IN SUPPORT OF THE “RED LIGHT CAMERA” PROGRAM AND IN OPPOSITION TO THE MIAMI-DADE COUNTY BOARD OF COMMISSIONERS LEGISLATIVE ITEM FILE NUMBER 121524; ORDINANCE REPEALING RESOLUTION NO. R-759-10 REPEALING DIRECTION AND AUTHORITY TO IMPLEMENT A “RED LIGHT CAMERA” PROGRAM IN MIAMI-DADE COUNTY IN THE UNINCORPORATED AREA OR ON COUNTY ROADS IF IT AFFECTS THE ABILITY OF THE TOWN OF SURFSIDE FROM MAINTENANCE OF ITS “RED LIGHT CAMERA” PROGRAM; AUTHORIZING THE TOWN MANAGER AND DIRECTING THE TOWN CLERK TO SEND A CERTIFIED COPY OF THIS RESOLUTION TO THE MUNICIPAL CLERK OF MIAMI-DADE COUNTY; AND PROVIDING FOR AN EFFECTIVE DATE.

- F. Lease of a Four Wheel Drive Vehicle for Police Department – David Allen,
Chief of Police Page 363 - 375**

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA APPROVING AN EXPENDITURE IN THE AMOUNT OF \$31,820 OF THE PHASE TWO POLICE VEHICLE LEASE PROGRAM WITH SUNTRUST BANK FOR THE LEASE OF A FORD EXPLORER INTERCEPTOR UTILITY VEHICLE; AUTHORIZING THE TOWN MANAGER TO ENTER INTO THE AGREEMENT BY AND BETWEEN THE TOWN AND SUNTRUST BANK; AND PROVIDING FOR AN EFFECTIVE DATE.

- G. Proposed Agreement with the Miami-Dade State Attorney’s Office to
Prosecute Criminal Municipal Ordinances – David Allen, Chief of Police Page
376 - 394**

RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA AUTHORIZING THE TOWN MANAGER OF THE TOWN OF SURFSIDE TO EXECUTE AN AGREEMENT WITH THE MIAMI-DADE STATE ATTORNEY’S OFFICE TO PROSECUTE CRIMINAL MUNICIPAL ORDINANCE VIOLATIONS IN SURFSIDE; AND PROVIDING FOR AN EFFECTIVE DATE.

- *H. Surfside Community Shuttle Service Contract (Limousines of South Florida, Inc.) – Bill Evans, Public Works Director Page 395 - 396**

[Resolution and Agreement]

- *I. Miami Dade County – People’s Transportation Plan: MDTA Agreement for the Surfside Bus – Roger M. Carlton, Town Manager (SET FOR TIME CERTAIN 8:00 P.M.) Page 397 - 413**

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA (“TOWN”), AUTHORIZING AND DIRECTING THE TOWN MANAGER AND TOWN CLERK TO ENTER INTO AN AGREEMENT WITH MIAMI-DADE COUNTY TO PROVIDE PUBLIC TRANSPORTATION SERVICES TO THE RESIDENTS OF THE TOWN AND FOR THE TOWN TO PROVIDE ALTERNATIVE SUPPLEMENTAL PUBLIC TRANSIT THROUGHOUT THE TOWN ON A DESIGNATED ROUTE AND SCHEDULE AS AMENDED HEREIN; PROVIDING FOR AN EFFECTIVE DATE.

6. Good and Welfare (Set for approximately 8:15 p.m.)

Public comments for subjects or items not on the agenda. Public comment on agenda items will be allowed when agenda item is discussed by the Commission.

7. Town Manager and Town Attorney Reports

Town Manager and Town Attorney Reports have been moved to the Consent Agenda – Item 3.

All items on the Consent Agenda are considered routine or status reports by the Town Commission and will be approved by one motion. Any Commission member may request, during item 1E Agenda and Order of Business, that an item be removed from the consent agenda and discussed separately.

8. Unfinished Business and New Business

9. Mayor, Commission and Staff Communications

- *A. **Committee Appointments** – Sandra Novoa, Town Clerk **Page 414 - 415**
- *B. **Calvin Giordano & Associates (CGA) Agreement Update**- Roger M. Carlton, Town Manager (**SET FOR TIME CERTAIN 8:45 P.M.**) **Page 416 - 1584**
- *C. **Undergrounding Utilities** – Roger M. Carlton, Town Manager (**SET FOR TIME CERTAIN 7:30 P.M.**) **Page 1585 - 1610**
- *D. **Town Manager Transition Planning** – Roger M. Carlton, Town Manager **Page**
- E. Setting Priorities to Give Direction to the Town Manager and Town Attorney** – Roger M. Carlton, Town Manager **Page 1611 - 1615**
- F. Topics for a Combined Meeting of the Town Commission and Planning and Zoning Board** – Vice Mayor Michael Karukin **Page 1616 - 1619**
- G. Discussion Regarding Reports on the Commission Agenda** – Commissioner Michelle Kligman **Page 1621**
- *H. **Change of Town Commission Meetings for 2013** – Roger M. Carlton, Town Manager **Page 1622**
- * I. **Failure of the Seawall to the South of the Intersection of 88th Street and Carlyle Avenue** – Bill Evans, Public Works Director **Page 1623 - 1633**
- J. Backflow Preventers** – Commissioner Joe Graubart **Page 1634 - 1637**
- K. Setting Date to Discuss Commission Priorities** – Commissioner Kligman **Page 1638**
- L. Discussion Item Fact Sheet - Mayor Daniel Dietch** **Page 1639**
- *M. **Miami-Dade County Consent Decree Settlement Agreement** – Roger M. Carlton, Town Manager **Page 1640 - 1667**
- N. Red Cross Donation** – Commissioner Graubart **Page 1668**

10. Adjournment

Respectfully submitted,

Roger M. Carlton
Town Manager

THIS MEETING IS OPEN TO THE PUBLIC. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT OF 1990, ALL PERSONS ARE DISABLED; WHO NEED SPECIAL ACCOMMODATIONS TO PARTICIPATE IN THIS MEETING BECAUSE OF THAT DISABILITY SHOULD CONTACT THE OFFICE OF THE TOWN CLERK AT 305-893-6511 EXT. 226 NO LATER THAN FOUR DAYS PRIOR TO SUCH PROCEEDING. HEARING IMPAIRED PERSONS MAY CONTACT THE TDD LINE AT 305-893-7936.

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 286.0105, FLORIDA STATUTES, ANYONE WISHING TO APPEAL ANY DECISION MADE BY THE TOWN OF SURFSIDE COMMISSION, WITH RESPECT TO ANY MATTER CONSIDERED AT THIS MEETING OR HEARING, WILL NEED A RECORD OF THE PROCEEDINGS AND FOR SUCH PURPOSE, MAY NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS MADE WHICH

RECORD SHALL INCLUDE THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

AGENDA ITEMS MAY BE VIEWED AT THE OFFICE OF THE TOWN CLERK, TOWN OF SURFSIDE TOWN HALL, 9293 HARDING AVENUE. ANYONE WISHING TO OBTAIN A COPY OF ANY AGENDA ITEM SHOULD CONTACT THE TOWN CLERK AT 305-861-4863. A COMPLETE AGENDA PACKET IS ALSO AVAILABLE ON THE TOWN WEBSITE AT www.townofsurfsidefl.gov

TWO OR MORE MEMBERS OF OTHER TOWN BOARDS MAY ATTEND THIS MEETING.

THESE MEETINGS MAY BE CONDUCTED BY MEANS OF OR IN CONJUNCTION WITH COMMUNICATIONS MEDIA TECHNOLOGY, SPECIFICALLY, A TELEPHONE CONFERENCE CALL. THE LOCATION 9293 HARDING AVENUE, SURFSIDE, FL 33154, WHICH IS OPEN TO THE PUBLIC, SHALL SERVE AS AN ACCESS POINT FOR SUCH COMMUNICATION.

RESOLUTION NO. 12 - ____

A RESOLUTION OF THE TOWN COMMISSION FOR THE TOWN OF SURFSIDE, FLORIDA, AUTHORIZING THE TOWN TO ENTER INTO AN AGREEMENT WITH THE TOWN OF SURFSIDE, FLORIDA AND LIMOUSINES OF SOUTH FLORIDA, INC.; PIGGYBACKING OFF THE COMPETITIVELY BID CONTRACT AWARDED BY THE TOWN OF BAY HARBOR ISLANDS; AUTHORIZING THE TOWN MANAGER AND TOWN ATTORNEY TO DO ALL THINGS NECESSARY TO IMPLEMENT THE TERMS OF THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Commission of the Town of Surfside, Florida wishes to enter into an agreement with Limousines of South Florida, Inc. (hereinafter "Limousines), by piggybacking off a competitively bid contract awarded by the Town of Bay Harbor Islands, Florida to provide transportation services for the same price per unit of service; and

WHEREAS, the Town Commission believes that it is in the best interest of the Town to enter into the agreement attached as Exhibit "A";

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF SURFSIDE, FLORIDA, AS FOLLOWS:

Section 1. Recitals. The above and foregoing recitals are true and correct and are incorporated herein by reference.

Section 2. Authorization to enter into an agreement. The Town Commission hereby authorizes the Town Manager to enter into the Agreement by and between Limousines and the Town of Surfside attached as Exhibit "A."

Section 3. Implementation. The Town Manager and the Town Attorney are hereby authorized to take any and all action necessary to implement this Resolution and Agreement in accordance with the terms, conditions and purposes of this Resolution and Agreement.

Section 3. Effective Date. This Resolution shall become effective immediately upon its adoption.

PASSED and ADOPTED on first reading this ____ day of _____, 2012.

PASSED and ADOPTED on second reading this ____ day of _____, 2012.

Daniel Dietch, Mayor

ATTEST:

Sandra Novoa, M.M.C., Town Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**



Lynn M. Dannheisser, Town Attorney

On First Reading Moved by: _____

On Second Reading Seconded by: _____

Vote:

Mayor Dietch

yes _____ no _____

Vice Mayor Karukin yes _____ no _____
Commissioner Graubart yes _____ no _____
Commissioner Kligman yes _____ no _____
Commissioner Olchyk yes _____ no _____

TOWN OF SURFSIDE, FLORIDA

CONTRACT AMENDMENT NO. 1

THIS AMENDMENT TO THE CONTRACT (this "AMENDMENT") dated this ____ day of _____, 20__ (the "Effective Date"), by and between the Town of Surfside, a Florida municipal corporation (the "Town"), and Limousines of South Florida, Inc., supplements the contract dated _____ (the "Contract" alternatively referred to as "Agreement"). The Amendment and Contract shall collectively be referred to herein as the "Contract". In the event of any conflict between this Amendment and the Contract, it is agreed that this Amendment shall control.

Sections 6, Section 7, Section 9, Section 12, and Section 15 are to be replaced with the below provisions, Section 16 shall be added and all below provisions shall be made a part of this Contract:

SEC. 6 COMPLIANCE WITH LAWS: It is understood and agreed that any and all services rendered and all equipment used or furnished to render such services, and any and all personnel employed by CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations of any kind, which is applicable, in any manner, to CONTRACTOR'S services and operations. CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, pertaining to employment practices, including, but not limited to wage and hour, occupational hazards, and worker's compensation insurance. CONTRACTOR understands the Town is subject to Florida's Public Records Act, Chapter 119, Fla. Stat. and that such books, records, documents and data maintained by the Town are public records unless expressly exempted by general law.

SEC. 7 ASSUMPTION OF RISK: Contractor shall defend, indemnify, and hold harmless the Town, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Contractor and third parties made pursuant to this Agreement. Contractor shall reimburse the Town for all its expenses including reasonable attorney's fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Contractor's performance or non-performance of this Agreement.

The Contractor shall be held responsible for any violation of laws, rules, regulations or ordinances affecting in any way the conduct of all persons engaged in or the materials or methods used by him, on the Work. Contractor shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work under this Agreement. Contractor shall secure all permits, fees, licenses, and inspections necessary for the execution of the Work, and upon termination of this Agreement for any reason, Contractor shall transfer such permits, if any, and if allowed by law, to the Town.

The Contractors shall defend, indemnify and hold the Town, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the Town.

SEC. 9 BREACH OF AGREEMENT: In the event that CONTRACTOR breaches this Contract by failing to fulfill responsibilities set forth herein as required by the Contract, other than for reasons beyond its control or for reasons permitted hereby, the TOWN shall withhold payment of the funds which would otherwise have incurred to the benefit of CONTRACTOR as a direct result of such breach, and should breach not be cured within thirty (30) days of written notice by the TOWN to the CONTRACTOR, the

TOWN may, at its discretion, elect to cancel this Contract.

SEC. 12 TERM: The initial contract shall commence upon execution by both parties and shall be effective for a three (3) year term. The contract may be extended for two (2) additional one (1) year terms if mutually agreed to in writing. The Town shall have the option of terminating the contract, for any reason, by giving the CONTRACTOR sixty (60) days written notice.

SEC. 15 LAWS OF FLORIDA: This Contract has been and shall be construed as having been made and delivered within the State of Florida and it is agreed by each party hereto that this Contract shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Miami-Dade County, Florida.

SEC. 16 SOVEREIGN IMMUNITY: Nothing in this agreement shall be deemed or otherwise interpreted as waiving the Town's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

IN WITNESS WHEREOF, the parties have executed this Contract Amendment at the Town of Surfside, Florida as of the day and year first above written.

**TOWN OF SURFSIDE,
A Florida municipal corporation**

By: _____
Roger M. Carlton, Town Manager

Attest:

By: _____
Sandra Novoa, CMC, Town Clerk

By: _____
Authorized Representative of Luke's Landscaping, Inc.

STATE OF FLORIDA)
 SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__,
by _____, who (check one) are [] personally known to me or [] have

produced _____ as identification.

Notary Public, State of Florida

My commission expires:
(NOTARY SEAL)

Print Name



September 6, 2012

Bill Evans
Public Works Director
Town of Surfside
9293 Harding Avenue
Surfside, FL 33154

RE: Town of Surfside Bus Contract

Dear Mr. Evans:

Pursuant to our telephone conversation on September 6, 2012, we are willing to enter into an agreement with the Town of Surfside and piggyback off the Town of Bay Harbor Island as attached, which will take effect October 1, 2012. The contract will include one new bus (see spec attached) and Surfside logo will be on the bus. If the town prefers to wrap the bus it will be at the town's expense. Once we have a commitment from the town, we will order the bus which will take ninety to hundred and twenty days to receive. We will honor the current rate until such time the new bus is in service.

Thank you once again for allowing us the opportunity to service your community. If you have any questions or concerns please feel free to contact me (954) 523-2254

Sincerely,

A handwritten signature in black ink, appearing to read "Vasti Amaro".

Vasti Amaro
Senior Vice President
East Region Operations

Attachments

**TOWN OF BAY HARBOR ISLANDS
REQUEST FOR PROPOSALS**

"COMMUNITY TRANSIT SERVICES"

**Proposal Submission Requirements and Informational Material
Proposal Package
April 2012**

**Ronald J. Wasson
Town Manager
Town of Bay Harbor Islands
9665 Bay Harbor Terrace
Bay Harbor Islands, FL 33154
Tel: 305-866-6241
Fax: 305-866-4863**

Table of Contents

Public Notice4

SECTION I. General Information

Legislative Authority5
Proposal Submission Date.....5
Proposal Package Content5
Agreement with Town of Bay Harbor Islands6
Pre-Proposal Conference6
Time Schedule.....6
Expense of Proposal.....6
Irrevocable Offer7
Collusion.....7
Right to Waive Informality.....7
Proposals Open to the Public.....7
Non Assignment.....7,8
Non Discrimination.....8
Options Reserved by the Town of Bay Harbor Islands.....8
Questions8
Cone of Silence.....9

SECTION II. Prospective Contractor Qualifications and Submission Requirements Related to the Qualification of Prospective Contractors

Technical Qualifications.....10,11
Criminal History and Disclosures.....11
Financial Qualifications.....11,12

SECTION III. Required Services Description and Specifications

Purpose.....13
Scope of Services13
Types of Work13,14
Alternate Bids.....14
Requirements of Vendor.....14,15
Route.....15
Maintenance.....15
Vehicle Appearance/Inspections.....17
Staff Appearance.....17
Hurricane Plan.....18

SECTION IV. Proposal Submission and Bidding Requirements

Mailing Instructions and Submission Deadlines 19
Proposal Outline 19, 20

SECTION V. Proposal Evaluation Criteria and Election/Award Process

Review of Proposals 21
Evaluation of Proposals 21
Award of Contract..... 21

ATTACHMENTS

- "A" Section 287-133(3) Statement
- "B" Mini Bus Schedule
- "C" Prospective Contractor Warranties and Representations
- "D" Proposed Schedule of Prices
- "E" Cone of Silence (County Code Provision)

**TOWN OF BAY HARBOR ISLANDS
9665 BAY HARBOR TERRACE
BAY HARBOR ISLANDS, FLORIDA 33154**

PUBLIC NOTICE AND ADVERTISEMENT

REQUEST FOR PROPOSAL

The Town of Bay Harbor Islands ("Town") requests sealed proposals from professional transit firms ("Contractor(s)", "Prospective Contractor(s)", or "Proposer(s)") interested in providing Community Transit Services throughout the community and neighboring areas ("Request for Proposals" or "RFP").

Written proposals ("Proposal(s)") in a sealed envelope shall be received in the Office of the Town Manager of Bay Harbor Islands at Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, FL 33154 until 2:00 P.M. on Friday, May 25, 2012. At that time, the Proposals shall be opened and read by the Assistant Town Manager. Proposals received after this time shall not be considered and no time extensions will be permitted. Please clearly mark proposals:

"Community Transit Services"

Copies of the Request for Proposals document may be obtained online at www.bayharborislands.org or by calling J.C. Jimenez, Assistant Town Manager or Regine Choute, Executive Assistant to the Town Manager at (305) 866-6241.

The successful Proposer shall be required to execute a written agreement ("Agreement") with the Town consistent with its Proposal and with any additional terms that may be agreed upon as conditions for selection. A performance bond for the full amount of the Agreement shall be required to assure the Contractor's performance.

All Contractors shall attend a pre-proposal conference as part of the qualification process to be held at the Town of Bay Harbor Islands, Town Hall Conference Room (2nd Floor), at 10:00 a.m., on Tuesday, May 8, 2012. For additional information on this Request for Proposals, contact J.C. Jimenez, Assistant Town Manager at (305) 866-6241.

Public notice is hereby given that this RFP process is subject to a "Cone of Silence", pursuant to Miami-Dade County Code Section 2-11.1(t)(1). The Cone of Silence generally prohibits or restricts communications between the Proposers and the Town concerning the RFP from the time of advertisement of the RFP until the beginning of the Town Council meeting at which the Town Manager makes a written recommendation to the Town Council concerning this transaction.

The Town reserves the right to select the Proposal that best serves the needs of the Town and that meets health, safety, and welfare requirements as determined by the Town. The Town reserves the right to waive any informality in any Proposal, and the Town Manager may reject any or all proposals. For information and questions regarding this notice please contact J.C. Jimenez, Assistant Town Manager, at (305) 866-6241.

SECTION I

GENERAL INFORMATION

A. Legislative Authority

As per the procedures established by the Town Charter the Town Manager is authorized to issue this Request for Proposal, the RFP for the performance of the services being requested hereunder has been deemed to be consistent with Chapter 15, Miami-Dade County Code and the selected Contractor shall comply with the applicable County Code provisions.

B. Proposal Submission Date

Sealed Proposals from any and all Prospective Contractors qualified to provide Community Transit Services for the Town of Bay Harbor Islands shall be received by the Town Manager, by 2:00 p.m. on Friday the 25th day of May, 2012, at Town Hall, 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154.

C. Proposal Package Content

Full and complete compliance with the RFP is mandatory as a condition for participation. Failure or unwillingness by Prospective Contractors to comply with any of the requirements of the RFP as set forth in this Proposal Package, or failure to supply all of the information requested herein shall constitute singly or severally, a sufficient basis for the Town to disqualify the Prospective Contractor's response to the RFP from consideration by the Town.

This proposal package has been organized to provide guidance and facilitate a response to the RFP. As such, it contains information concerning the following subjects:

- SECTION I General Information
- SECTION II Prospective Contractor Qualifications and Submission Requirements Related to the Qualification of Prospective Contractors
- SECTION III Description and Specifications for the Required Services
- SECTION IV Proposal Submission and Pricing Requirements
- SECTION V Proposal Evaluation Criteria and Selection/Award Process
- ATTACHMENTS

D. Agreement with the Town of Bay Harbor Islands

The successful Prospective Contractor shall execute an Agreement with the Town incorporating the requirements, terms and conditions of the RFP. The Agreement shall be in a form and substance approved by the Town Attorney as to form and legal sufficiency.

The only changes or deviations from the RFP shall be those that may result from final negotiations with the selected Contractor, unanticipated force majeure situations, or matters that must be addressed to insure compliance with legislative or legal intents and imperatives.

The Agreement shall be for an initial term of three years, with options for the Town's benefit for two additional consecutive terms of one year each under the same terms and conditions.

The RFP does not represent the actual Agreement to be executed between the parties.

The Agreement shall incorporate the RFP by reference and the Proposal selected by the Town, as approved by the Town Council.

In the event conflicting information, terms, or any items regarding the rights or responsibilities of the parties appear between the RFP, Proposal, and the Agreement, the Agreement shall prevail.

E. Pre-Proposal Conference

All Prospective Contractors shall attend a pre-proposal conference as part of the prospective Contractor qualification process. The pre-proposal conference will be held at the Town of Bay Harbor Islands, Town Hall Conference Room (2nd Floor) at 10:00 a.m. on Tuesday, May 8th, 2012.

F. Time Schedule

Preliminary time schedule for selection process and contract approval:

Advertisement of Public Notice:	April 24, 2012
Pre-proposal conference:	May 8, 2012
Deadline for receipt of sealed Proposals:	May 25, 2012
Committee Review and Recommendation	May 29, 2012
Contract Award by Town Council	June 11, 2012

The above schedule is preliminary and shall remain subject to change at the discretion of the Town Manager. All Prospective Contractors who have obtained Proposal Packages and who have registered with the Town their interest in responding the RFP will be advised in writing of any changes in the Schedule.

G. Expense of Proposal

All expenses involved with the submission of Proposals to the Town shall be borne solely by the Prospective Contractor.

H. Irrevocable Offer

Any Proposal submitted in response to the RFP shall be secured with a deposit in the form of a certified check to the order of the Town of Bay Harbor Islands. Said check shall accompany the Proposal and shall be in an amount equal to 10% of the proposed Agreement price offered for the first year of operations. The Town shall deposit the checks and hold the funds in escrow until the Town Council authorizes execution of the Agreement with the successful prospective Contractor.

A Proposal may be withdrawn prior to the day for submission of bids. Any Proposal not so withdrawn shall constitute an irrevocable offer deemed valid for a period of 90 days.

I. Collusion

In responding to the RFP, Prospective Contractors shall certify that they have not divulged to, discussed with or compared their respective proposals with any other prospective Contractor submitting Proposals or any other parties whatsoever. Prospective Contractors agree to certify, and in the case of a joint Proposal each party thereto shall certify, as follows in connection with their Proposal:

1. Any prices or cost data submitted and any matter relating to the prices or cost data has been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition with any other prospective Contractor or with any competitor;
2. Any prices or cost data quoted in the Proposal has not been knowingly disclosed and will not be knowingly disclosed by the Prospective Contractor prior to the scheduled Proposal opening, either directly or indirectly, to any other Prospective Contractor or to any competitor;
3. No attempt has been made or will be made by the Prospective Contractor to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition;
4. The only person(s) interested in the RFP as principal(s) is (are) named in the Proposal, and no person other than those mentioned, has any interest in the Proposal or in the Agreement to be entered into or in any brokerage or contingent fee arrangements.

J. Right To Waive Informality

The Town reserves the right to waive any informality in any Proposal and reject any or all Proposals.

K. Proposals Open to the Public

Prospective Contractors are hereby notified that all information submitted as part of, or in support of, their Proposals shall be available for public inspection in compliance with Chapters 119 and 286, Florida Statutes.

L. Non-Assignment

Prospective Contractors shall neither assign, transfer, convey or otherwise hypothecate any interest,

rights, duties or obligations they will have in connection with their Proposal, nor any that they will acquire under the Agreement to be awarded, without the prior written consent of the Town. The Town may, at its option, disqualify the Contractor or, as the case may be, terminate the Agreement immediately upon notice of such unauthorized action by the Contractor.

M. Non-Discrimination

Prospective Contractors shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of the employment or any matter directly or indirectly related to employment because of age, sex or physical handicap (except where based on bona fide occupational qualifications) or because of race, color, religion, national origin, ancestry or sexual orientation.

N. Options Reserved by the Town of Bay Harbor Islands

The Town reserves and holds at its sole discretion the right and option to award an Agreement for transit services in the Town.

The Town Manager will report to the Town Council on the selection of a Contractor and on an Agreement between the Town and the Contractor for transit services, reserving and holding at the Town's sole discretion the following rights and options:

1. To issue addenda/clarification to the RFP;
2. To reject or accept any and all Proposals;
3. To issue subsequent RFP's;
4. To enter into contract or Agreement negotiations; and
5. To waive technicalities.

O. Questions

Requests for questions and clarification regarding the RFP shall be submitted in writing to J.C. Jimenez, Assistant Town Manager at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. Interpretations or clarifications considered necessary by the Town Manager in response to such questions will be issued by means of addenda mailed or delivered by facsimile to all parties known by the Town as having received the RFP. Only questions answered by written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

In the event questions or clarifications require changes in the form and/or substance of the RFP or of the Agreement, Prospective Contractors are advised that the day which is ten days before the Proposal opening, has been established as the "Cut-Off" date beyond which no changes will be considered.

P. Cone of Silence

Pursuant to subsection (t) (1) of Section 2-11.1, Conflict of Interest and Code of Ethics Ordinance of the Miami-Dade County Code, a "Cone of Silence" is imposed upon each RFP after advertisement and terminates at the time the Town Manager makes his written recommendation to the Town Council. The

Cone of Silence generally prohibits any communication regarding this RFP between Proposers and their agents and the Town. The details of the Cone of Silence and the permitted exceptions to the Cone of Silence are set forth in subsection (t) (1) of Sec. 2-11.1 of the County Code. In reading that subsection, Proposers are advised that all references to County personnel or boards, as used therein, are construed to mean Town personnel or boards as required by Sec. 2-11.1(a) of the Miami-Dade County Code. Please contact the Town Attorney for any questions concerning the Cone of Silence. The Cone of Silence shall apply to this RFP.

Generally, except for public hearings and scheduled presentations, contact with the Town regarding this RFP or any aspect of a bid by a Proposer or any representative of a Proposer shall be limited to written communications until such time as a successful Contractor is selected by the Council. All questions or requests for additional information must be asked and answered in writing by certified mail. The request must contain the RFP title, Proponent's name, contact person name, address, phone number, and fax number. The Town will respond within 5 days. Any responses to such timely questions or requests shall be furnished to all Proponents of record in the form of an addendum to this RFP.

Please contact the Town Attorney for any questions concerning Cone of Silence compliance.

Violation of the Cone of Silence by a particular bidder or Proponent shall render any RFP award or bid award to said bidder or Proposer voidable by the Town Council and/or Town Manager.

SECTION II.

PROSPECTIVE CONTRACTOR QUALIFICATIONS AND SUBMISSION REQUIREMENTS RELATED TO THE QUALIFICATION OF PROSPECTIVE CONTRACTORS

Prospective Contractor qualifications and related submission requirements address the following three areas of concern:

- Technical qualifications of Prospective Contractors, including experience and capacity to perform the services as required by the RFP and Agreement and as specified in the Proposal.
- Absence of Criminal History and related disclosures.
- Financial Qualifications of Prospective Contractor.

A. Technical Qualifications

The Town is seeking Proposals from established businesses that can demonstrate their ability to provide the community transit services described in the RFP.

Prospective Contractors shall be required to submit with their Proposals a copy of the appropriate permit or license issued by Miami-Dade County, which authorizes the Prospective Contractor to perform the proposed services. Prospective Contractors shall furnish evidence of proper license(s) and the ability to secure permits as required by government regulations.

Preference will be given to those firms with a proven record in the field of community transit services. To this end, Prospective Contractors are required to provide a record of prior experience including the name(s) of prior or current client entities, scope of work, time frame of when services were or are being rendered, and references regarding quality of performance.

Prospective Contractors are expected to submit a complete description of the Prospective Contractor's organizational structure and how this organizational structure will be supplemented or modified if the Proposal is selected.

Prospective Contractors shall describe experience relevant to this project by providing a reference list of governmental, institutional or private entities having contracted or currently contracting with the Prospective Contractor for similar projects, including the following information:

- Title and brief description of each project
- Client and a contact name, address, and telephone number
- Start date and duration of project
- Nature of work involved (including number of customers)
- Total cost

Prospective Contractors shall submit the resumes of all supervisory personnel who will be involved

in any aspect of performance under the Agreement.

B. Criminal History and Disclosures

The Town is seeking Proposals from firms, individuals, and individuals within firms submitting Proposals that have maintained a record free from criminal or other prejudicial activities. To this end, Contractors shall provide a Section 287.133(3)(a), Statement in the form included as Attachment "A", as well as such other information that may be requested by the Town regarding this issue.

C. Financial Qualifications

The financial strength and capability of each Prospective Contractor is an important matter for the Town and, therefore, one that figures prominently in the evaluation of Proposals. Prospective Contractors shall submit the following:

- **Financial Statements**

Prospective Contractors shall submit financial statements to be analyzed by the Town as part of the qualification process. Such statements and any related information such as credit standing, credit history, cash position (i.e., liquidity), and long term debt shall be audited if possible or, at a minimum, shall include a compilation of financial information prepared by a Certified Public Accountant.

- **Subsidiaries**

Individuals as well as corporate or other business entities and/or their subsidiaries shall submit a Proposal. In the event the Town deems the financial qualifications or capacity to perform the scope of work to be inadequate in cases where the Proposed Contractor is a subsidiary of a better financially endowed parent entity, the full faith and credit of the parent entity shall be pledged.

- **Performance Bond**

Prospective Contractors shall provide reasonable assurance, such as a commitment letter or similar document from a surety company that the requirements in the RFP with respect to performance bonding can and shall be satisfied.

- **Insurance and Indemnification**

Prospective Contractors shall be required to indemnify the Town and provide reasonable assurances such as a letter of intent or the like from qualified insurers that the insurance requirements specified below may be satisfied.

The successful Prospective Contractor shall indemnify and hold harmless the Town, its agents, attorneys, and employees from and against all claims, damages, losses, and expenses

arising out of or resulting from the Contractor's performance or non-performance under the Agreement, and from all actions of Contractor and its employees in the course of carrying out any business arising out of or relating to the Agreement.

The successful Prospective Contractor shall maintain during the term of the Agreement the following insurance coverage:

- (a) Public Liability insurance on a comprehensive basis not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- (b) Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- (c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

The Town shall be named as an additional insured on the insurance policies required under subsections (a) and (b) above. The insurance policies required shall include those classifications as listed in Standard Liability Insurance manuals that most closely reflect performance under this Agreement.

Each insurance policy shall state that it cannot be cancelled or modified without written notice to the Town at least 30 days prior to the effective date of cancellation or modification.

SECTION III.

REQUIRED SERVICES DESCRIPTION AND SPECIFICATIONS

A. Purpose

The Town of Bay Harbor Islands, Florida desires to retain a professional transit firm to provide community transit services throughout the community and neighboring areas.

B. Scope of Services

The Town of Bay Harbor Islands, Florida desires to retain a Contractor to provide services as required under a services contract for the implementation, operation, and maintenance of a community transit service within the Town.

The successful Contractor shall provide a turnkey operation which will include the daily operation and on-going maintenance of the transit service which shall consist of one (1) ADA compliant, air conditioned bus to be used in regular route service consisting of fixed stops. Vehicles, equipment, personnel, etc., necessary to successfully operate the system, shall be provided by the Contractor. The proposed route is listed herein. The route is subject to change from time to time as determined solely by the Town of Bay Harbor Islands.

C. Scope of Work

1. Contractor shall implement, operate and maintain one (1) publicly available circulator route at no cost to the riders.
2. Contractor shall provide one (1) new No/Low Sulfur Diesel engine, air-conditioned bus ("Bus" or "Vehicle") for this contract.
3. Contractor shall provide passenger bus service to seat 15-20 passengers. The Bus is to be operated by a driver licensed in the State of Florida with a current commercial driver's license employed by the successful bidder.
4. "THE TOWN OF BAY HARBOR ISLANDS" and the Town's logo shall be painted on both sides and front of the Bus. The logo must always be maintained legible.
5. The Bus must at all times have space available for passengers to place groceries and packages.
6. The Bus must at all times be equipped with a wheelchair lift or equivalent accommodation in accordance with requirements of the Americans with Disabilities Act.

7. The Bus must be equipped with 2-way radio communications that are monitored from the time the bus leaves the vendor's complex to the time they return to the complex.
8. Service must be provided five (5) days each week, Monday through Friday from 9:00 a.m. to 5:00 p.m. There will be no service on Saturday and Sunday. In addition, no service will be provided for the following holidays:

Thanksgiving Day
Christmas Day
New Years Day
Memorial Day
Independence Day
Labor Day

9. Contractor shall operate this service with the following performance standards and goals, which include but are not limited to:
 - Average passenger wait time - maximum of five (5) minutes based on scheduled arrival time.
 - Reliability - Bus shall never depart a stop before its scheduled time.

D. Alternate Bids

In addition to the "Scope of Work" listed above, the Town seeks alternate bids for busses with the following engines:

1. Bio-Diesel engine
2. Hybrid Engine

E. Requirements of Contractor

1. Contractors interested in performing these services shall exhibit relevant experience with this type of service, and should emphasize both experience, and capability to meet the required schedule and capability of particular personnel who will actually supervise and perform the work.
2. Relevant experience, qualifications and past experience for similar services will be considered.
3. Contractor shall provide personnel (staff training, experience of operators, ability to address customer complaints, etc.).
4. Name of Driver must be properly displayed at all times within the bus.
5. Contractor shall comply with all federal, state, and county licensing requirements.

6. Contractor shall provide own facilities for housing and maintenance of vehicles.
7. Contractor shall have an ASE certified mechanic as part of their staff.
8. Contractor shall maintain records detailing daily ridership. This information shall be collected daily and submitted to the Town on a monthly basis by the 10th of each month.
9. Contractor shall have a supervisor on site in the event of any incident.
10. Contractor shall provide a Customer Service Phone number for complaints. This number shall be visible at all times with the bus. This number shall also be a Miami-Dade area code number or a Toll Free number. This number shall be staffed by someone qualified to handle complaints while the service is in operation.
11. Contractor shall handle all customer complaints and submit them to the Town with the daily ridership numbers by the 10th of each month.
12. Contractor shall provide a location in the vehicle where the Town may distribute and collect handouts, surveys, route schedules or other necessary information.
13. Gratuities of any sort, shall not be accepted, solicited or encouraged by the driver. Signs shall be posted in this regard.
14. No one shall be permitted to smoke, eat, drink or play a radio while in the vehicle.

F. Route

The Bus shall follow a route determined by the Town, that may change from time to time in the sole discretion of the Town, that will provide transportation to points within Bay Harbor Islands, Bal Harbour, Surfside, and North Miami (pursuant to the attached schedule). The Town shall provide notice of any necessity of changing the route due to road construction, repairs or detours within the Town. In the event that the Town decides to change/expand the route, both the Town and the successful bidder will negotiate any changes to the agreement at that time.

G. Maintenance

It shall be the Contractor's responsibility to maintain the vehicle, provide the necessary fuel, and storage of the Bus. In the event that the Bus becomes inoperative, the service provider shall provide a comparable bus of similar capacity and condition and shall maintain the same level of service. Contractor shall agree to cooperatively negotiate the issue of fuel with the Town should it be to the Town's advantage to provide fuel.

G. Vehicle Appearance/Inspections

1. The Vehicle in service is required to be clean, free of dents, scratches, or other damage, which may adversely affect the vehicle's appearance. The Vehicle shall also be free of mechanical problems that render the vehicle unsafe, excessively noisy or uncomfortable to ride in. The logos and lettering shall be maintained legible and free of dents, fading, scratches or other damage that may adversely affect the appearance.
2. The Vehicle shall be cleaned of debris inside at the end of each work day and inspected by the driver. The exterior and interior of the vehicle must be washed weekly at a minimum.
3. Windows of the Vehicle shall be clean at all times.
4. The Vehicle shall be swept daily and deodorized as necessary.

I. Staff Appearance

1. Vendor shall provide I.D. badges that are to be worn by staff daily.
2. A standard uniform (i.e. shirt, pants, shoes) shall be worn by all personnel while on duty.

J. Driver Standards

1. All drivers shall have must have a current, valid, Florida driver's license Class C with a passenger endorsement or better. Copies of this must be submitted by the awarded contract prior to commencement.
2. Driver shall be a licensed US driver for a minimum of three (3) years; read, write and understand fluent English and be at least 25 years old.
3. No driver shall be employed or remain employed if said driver has had three (3) or more moving violations within the last two years prior to application, have more than one moving violation within the last 12 months or a criminal record with any felony convictions (includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest).

K. Passenger Relations

1. Passengers shall receive prompt, friendly, courteous service and accurate information.
2. Passengers shall receive efficient service with a smile and a thank you.
3. Passengers shall be treated with respect and dignity, care and compassion.

4. Passengers should arrive and depart on time.
5. Passengers shall receive prompt answers to his/her questions.

L. Hurricane Plan

In the event of a hurricane and at the request of the Town, once an Evacuation Order is issued by Miami-Dade County, the successful bidder shall discontinue its daily route and will proceed to pick up Town residents and deliver them to Town Hall where they will be transported via Miami-Dade County Bus to an American Red Cross Shelter.

M. Term

This contract shall commence on or about July 1, 2012. The initial contract shall be a 3-year term contract beginning after award by the Town Council. The contract may be extended for two (2) additional one (1) year terms if mutually agreed to in writing.

The Town shall have the option of terminating the contract, for any reason, by giving the Contractor sixty (60) days written notice.

N. Site Inspections of Vendor Facility

An on-site inspection of the Proposers facility should be anticipated and all Proposers shall permit the Town's inspection of its facility at all times during this RFP and term of the Agreement upon reasonable notice.

SECTION IV.

PROPOSAL SUBMISSION AND PRICING REQUIREMENTS

A. Mailing Instructions and Submission Deadline

Sealed Proposals shall be received and time stamped by the Office of the Town Manager no later than 2:00 p.m. local time on Friday, May 25, 2012, at 9665 Bay Harbor Terrace, Bay Harbor Islands, Florida 33154. Each sealed Proposal should be clearly marked for identification as follows: "Community Transit Services." Questions should be addressed in writing to the Town in the manner indicated in Section I.

Each Prospective Contractor shall provide two sealed packages. The first package shall contain one complete original of the Proposal. The second package shall contain six complete copies of the Proposal.

The responsibility for submitting a Proposal and its receipt on or before the stated time and date will be solely and strictly the responsibility of the Prospective Contractor. The Town is in no way responsible for delays caused by any delivery system or caused by any other occurrence. Proposals received after the exact time and date stipulated above shall be considered non-responsive and subject to disqualification.

B. Proposal Outline

Each Proposal shall consist of two parts:

Part I shall be labeled: "Prospective Contractor Qualifications"

Part II shall be labeled: "Prospective Contractor Proposal for Services"

Outline for Part I of the Proposal (Qualifications)

Prospective Contractors shall organize Part I of their Proposals as follows:

- **Warranties and Representations:** Provide signed original of the Prospective Contractor Warranties and Representations form, included as Attachment "C".
- **Collusion:** See Attachment "C"
- **Technical Qualifications:** Provide all information requested in Section II-A herein, including, but not limited to, copies of all applicable permits or licenses, evidence of ability to secure required permits or licenses, record of prior and current experience, complete description of

organization structure and how it will be supplemented or changed, resumes of supervisory personnel, company history, client recommendations/references, and legal standing with respect to licensing and organizational structure.

- **Criminal History and Disclosures:** Signed and fully executed notarized original of the Section 287.133(3) Statement, included as Attachment "A". Prospective Contractor shall also provide any information not addressed by the Section 287.133(3) Statement relevant to criminal activities.
- **Financial Qualifications:** Provide financial statements (preferably audited) and reasonable assurances that performance bonding and insurance requirements can be met as outlined in Section II-C herein.

Outline for Part II of the Proposal

Prospective Contractors shall organize Part II of their Proposal as follows:

- **Description of Services:** Provide a brief response to the specification of services presented in Section III of the RFP, in a manner that serves to demonstrate the Prospective Contractor's familiarity with the Town of Bay Harbor Islands, with the nature of the scope of services to be provided, and with the procedures involved. If there are areas of concern or conditions in the Proposal, these should be identified in this part of the response, bearing in mind that compliance with the requirements of this RFP is mandatory.
- **Price Proposal:** Submit a completed "Proposed Schedule of Prices" form, identified as Attachment "D" hereto.

SECTION V.

PROPOSAL EVALUATION CRITERIA AND SELECTION/AWARD PROCESS

A. Review of Proposals

Proposals shall be reviewed by a Town Selection Committee ("Committee"), which shall be appointed by the Town Manager. The Committee shall be comprised of representatives of the Town Manager's office and any such others as may be designated by the Town Manager in his sole and absolute discretion.

B. Evaluation of Proposals

Proposals shall be evaluated by the Committee, pursuant to the following criteria:

- Qualifications in terms of experience, in professional transit
- Capacity and ability to perform
- Organization, availability, and commitment to performance
- Price and cost considerations
- Employee safety plan
- Overall responsiveness to RFP

The intent is to apply these criteria to identify those Prospective Contractors that are deemed to best serve the needs of the Town.

The Committee may, after evaluating the Proposals, request oral presentation from Prospective Contractors and may visit offices or locations of operation currently being used by the Prospective Contractors.

C. Award of Contract

The Town Manager intends to select a Proposal leading to a recommendation to the Town Council for award of an Agreement consistent in form and substance with the terms, conditions and requirements of the RFP.

There is no obligation on the part of the Town to award the Agreement to the lowest Prospective Contractor (least cost to the Town). The Town reserves the right to award the Contract to the best responsible Prospective Contractor submitting a responsive proposal, and to negotiate an Agreement that is most advantageous to, and in the best interest of, the Town. The Town shall be the sole judge of the Proposals and of the resulting negotiated Agreement. The decision of the Town shall be final. Prior to the execution of the Agreement, all Prospective Contractors shall be notified by mail of the Town's award.

ATTACHMENT "A"

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES,
ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY
PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the Town of Bay Harbor Islands, Florida

by: _____
(print individual's name and title)

for: _____
(print name of entity submitting sworn statement)

Whose business address is: _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____ - _____ - _____.)

2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including but not limited to, any bid or contract of goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentations.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-trial jury, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership

by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arms length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. In understand that a "person" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to a bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relations to the entity submitting this sworn statement. (Indicate which statement applies).
 - Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
 - The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Signature

Sworn to and subscribed before me this _____ day _____, 20_____.

Personally known _____

OR

Produced Identification _____

Notary-Public – State of _____

My Commission Expires: _____

Type of Identification

Printed, typed or stamped commissioned name of notary public

**SPECIFICATIONS
COMMUNITY TRANSIT SERVICES**

This Agreement entered into between the Town of Bay Harbor Islands, Florida, a municipality existing under the law of the State of Florida, ("TOWN") and LSF Shuttle, Inc., a Florida corporation, ("CONTRACTOR").

WHEREAS, TOWN desires the services and facilities of CONTRACTOR for community transit services;

WHEREAS, CONTRACTOR desires to provide services and facilities to the TOWN for community transit services; and

WHEREAS, TOWN and CONTRACTOR have agreed upon the terms and condition pursuant to which the TOWN will contract for the service and facilities of CONTRACTOR, and the scope of the services to be provided by CONTRACTOR.

NOW THEREFORE, TOWN and CONTRACTOR agree as follows:

1. **RECITALS:** The above recitals are true, correct, and made a part of this Agreement.
2. **SERVICES TO BE PROVIDED:** CONTRACTOR agrees to provide to the TOWN, the following:

A. **Purpose**

The Town of Bay Harbor Islands, Florida desires to retain a professional transit firm to provide community transit services throughout the community and neighboring areas.

B. **Scope of Services**

The Town of Bay Harbor Islands, Florida desires to retain a CONTRACTOR to provide services as required under a services contract for the implementation, operation, and maintenance of a community transit service within the Town.

The successful CONTRACTOR shall provide a turnkey operation which will include the daily operation and on-going maintenance of the transit service which shall consist of one (1) ADA compliant, air conditioned bus to be used in regular route service consisting of fixed stops. Vehicles, equipment, personnel, etc., necessary to successfully operate the system, shall be provided by the CONTRACTOR. The proposed route is listed herein. The route is subject to change from time to time as determined solely by the Town of Bay Harbor Islands.

C. **Scope of Work**

1. CONTRACTOR shall implement, operate and maintain one (1) publicly available circulator route at no cost to the riders.
2. CONTRACTOR shall provide one (1) new No/Low Sulfur Diesel engine, air-conditioned bus ("Bus" or "Vehicle") for this contract.
3. CONTRACTOR shall provide passenger bus service to seat 15-20 passengers. The Bus is to be operated by a driver licensed in the State of Florida with a current commercial driver's license employed by the successful bidder.
4. "THE TOWN OF BAY HARBOR ISLANDS" and the Town's logo shall be painted on both sides and front of the Bus. The logo and lettering must always be maintained legible.
5. The Bus must at all times have space available for passengers to place groceries and packages.
6. The Bus must at all times be equipped with a wheelchair lift or equivalent accommodation in accordance with requirements of the Americans with Disabilities Act.
7. The Bus must be equipped with 2-way radio communications that are monitored from the time the bus leaves the vendor's complex to the time they return to the complex.
8. Service must be provided five (5) days each week, Monday through Friday from 9:00 a.m. to 5:00 p.m. There will be no service on Saturday and Sunday. In addition, no service will be provided for the following holidays:

Thanksgiving Day
Christmas Day
New Years Day
Memorial Day
Independence Day
Labor Day

9. CONTRACTOR shall operate this service with the following performance standards and goals, which include but are not limited to:
 - Average passenger wait time - maximum of five (5) minutes based on scheduled arrival time.
 - Reliability - Bus shall never depart a stop before its scheduled time.

D. Requirements of CONTRACTOR

1. CONTRACTORS interested in performing these services shall exhibit relevant experience with this type of service, and should emphasize both experience, and capability to meet the required schedule and capability of particular personnel who will actually supervise and perform the work.
2. Relevant experience, qualifications and past experience for similar services will be considered.
3. CONTRACTOR shall provide personnel (staff training, experience of operators, ability to address customer complaints, etc.).
4. Name of Driver must be properly displayed at all times within the bus.
5. CONTRACTOR shall comply with all federal, state, and county licensing requirements.
6. CONTRACTOR shall provide own facilities for housing and maintenance of vehicles.
7. CONTRACTOR shall have an ASE certified mechanic as part of their staff.
8. CONTRACTOR shall maintain records detailing daily ridership. This information shall be collected daily and submitted to the Town on a monthly basis by the 10th of each month.
9. CONTRACTOR shall have a supervisor on site in the event of any incident.
10. CONTRACTOR shall provide a Customer Service Phone number for complaints. This number shall be visible at all times with the bus. This number shall also be a Miami-Dade area code number or a Toll Free number. This number shall be staffed by someone qualified to handle complaints while the service is in operation.
11. CONTRACTOR shall handle all customer complaints and submit them to the Town with the daily ridership numbers by the 10th of each month.
12. CONTRACTOR shall provide a location in the vehicle where the Town may distribute and collect handouts, surveys, route schedules or other necessary information.

13. Gratuities of any sort, shall not be accepted, solicited or encouraged by the driver. Signs shall be posted in this regard.

14. No one shall be permitted to smoke, eat, drink or play a radio while in the vehicle.

E. Route

The Bus shall follow a route determined by the Town, that may change from time to time in the sole discretion of the Town, that will provide transportation to points within Bay Harbor Islands, Bal Harbour, Surfside, and North Miami (pursuant to the attached schedule). The Town shall provide notice of any necessity of changing the route due to road construction, repairs or detours within the Town. In the event that the Town decides to change/expand the route, both the Town and the successful bidder will negotiate any changes to the agreement at that time.

F. Maintenance

It shall be the CONTRACTOR's responsibility to maintain the vehicle, provide the necessary fuel, and storage of the Bus. In the event that the Bus becomes inoperative, the service provider shall provide a comparable bus of similar capacity and condition and shall maintain the same level of service. CONTRACTOR shall agree to cooperatively negotiate the issue of fuel with the Town should it be to the Town's advantage to provide fuel.

G. Vehicle Appearance/Inspections

1. The Vehicle in service is required to be clean, free of dents, scratches, or other damage, which may adversely affect the vehicle's appearance. The Vehicle shall also be free of mechanical problems that render the vehicle unsafe, excessively noisy or uncomfortable to ride in. The logos and lettering shall be maintained legible and free of dents, fading, scratches or other damage that may adversely affect the appearance.
2. The Vehicle shall be cleaned of debris inside at the end of each work day and inspected by the driver. The exterior and interior of the vehicle must be washed weekly at a minimum.
3. Windows of the Vehicle shall be clean at all times.
4. The Vehicle shall be swept daily and deodorized as necessary.

H. Staff Appearance

1. Vendor shall provide I.D. badges that are to be worn by staff daily.
2. A standard uniform (i.e. shirt, pants, shoes) shall be worn by all personnel while on duty.

I. Driver Standards

1. All drivers shall have must have a current, valid, Florida driver's license Class C with a passenger endorsement or better. Copies of this must be submitted by the awarded contract prior to commencement.
2. Driver shall be a licensed US driver for a minimum of three (3) years; read, write and understand fluent English and be at least 25 years old.
3. No driver shall be employed or remain employed if said driver has had three (3) or more moving violations within the last two years prior to application, have more than one moving violation within the last 12 months or a criminal record with any felony convictions (includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest).

J. Passenger Relations

1. Passengers shall receive prompt, friendly, courteous service and accurate information.
2. Passengers shall receive efficient service with a smile and a thank you.
3. Passengers shall be treated with respect and dignity, care and compassion.
4. Passengers should arrive and depart on time.
5. Passengers shall receive prompt answers to his/her questions.

K. Hurricane Plan

In the event of a hurricane and at the request of the Town, once an Evacuation Order is issued by Miami-Dade County, the successful bidder shall discontinue its daily route and will proceed to pick up Town residents and deliver them to Town Hall where they will be transported via Miami-Dade County Bus to an American Red Cross Shelter.

L. Site Inspections of Vendor Facility

An on-site inspection of the CONTRACTOR's facility should be anticipated from time to time throughout the term of this Agreement upon reasonable notice.

3. **INDEMNIFICATION AND INSURANCE:** The CONTRACTOR shall indemnify and hold harmless the Town, its agents, and employees from and against all claims, damages, losses, and expenses arising out of or resulting from the CONTRACTOR'S performance or non-performance under the agreement, and from all actions of CONTRACTOR'S employees in the course of carrying out any business related to the agreement.

The CONTRACTOR shall maintain during the term of the agreement the following insurance coverage:

- (a) Public Liability insurance on a comprehensive basis not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage.
- (b) Automobile Liability Insurance covering all owned, leased, rented or otherwise hired vehicles in amounts not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- (c) Workers' Compensation Insurance in compliance with Chapter 440, Florida Statutes.

The TOWN shall be named as an additional insured on the insurance policies required under subsections (a) and (b) above. The insurance policies required shall include those classifications as listed in Standard Liability Insurance manuals which most closely reflect performance under this agreement.

Each insurance policy shall state that it cannot be cancelled or modified without written notice to the TOWN at least 30 days prior to the effective date of cancellation or modification.

4. **PERSONNEL AND EQUIPMENT:** CONTRACTOR shall provide all necessary vehicles, equipment, personnel, and insurance as more particularly set forth herein.
- A. The TOWN shall have the right to inspect, from time to time during regular business hours, all equipment and facilities being used by CONTRACTOR, the manner in which the service is being provided, and work is being performed by CONTRACTOR.
 - B. CONTRACTOR shall use vehicles that are properly painted, with clearly visible signs, and duly inspected and permitted, and otherwise in full compliance with all relevant rules and/or regulations pertaining to such commercial vehicles.
 - C. CONTRACTOR, as to personnel who are engaged in rendering services to the

TOWN, shall only employ personnel who are properly and duly licensed to operate the vehicles used to render the services specified in this Agreement. CONTRACTOR, as to personnel who are engaged in rendering services to the TOWN, shall not employ any individual who is a registered sex offender, or who has had a felony conviction within two (2) years of employment, or who is participating in or under any form of parole, supervised release, probation, or other form of supervision or monitoring by any court or criminal justice agency.

- D. CONTRACTOR shall provide efficient and courteous service to residents of the TOWN. In the event of a complaint from any TOWN resident, CONTRACTOR shall confer with the TOWN, and provide a proper response to the resident, including proposed remedial action if deemed necessary by the TOWN.
- E. In the event that any of CONTRACTOR'S equipment shall fail, suffer a break down, or otherwise become inoperable, CONTRACTOR shall immediately notify the TOWN and shall immediately substitute such equipment in order to complete the day's route in accordance with the schedule provided in this Agreement.

5. INDEPENDENT CONTRACTOR: Nothing in this Agreement shall create any kind of employer-employee relationship between the TOWN and CONTRACTOR or any of CONTRACTOR's personnel. It is agreed that CONTRACTOR is an independent CONTRACTOR, who is providing its own equipment and facilities, and is solely responsible for selecting, directing, and supervising its personnel, as well as complying with all relevant laws, codes, regulations, and rule pertaining to its operation, including employment and labor practice. The parties specifically intend that CONTRACTOR shall be an independent CONTRACTOR for all purposes. Neither CONTRACTOR, nor any of its employees, agents, or representative, shall, under any circumstances, be considered servants, employees, or agents of the TOWN. The TOWN shall at no time be liable for any bodily or personal injury and/or any property damage to any individual, firm, entity, and/or corporation resulting from any negligence on the part of the CONTRACTOR, its servants, employees, agents, and/or representative.

CONTRACTOR shall be responsible for supplying and maintaining all materials, tools and equipment it determines necessary to perform its services, and for having sufficient equipment and personnel to provided efficient service to the TOWN.

6. COMPLIANCE WITH LAWS: It is understood and agreed that any and all services rendered and all equipment used or furnished to render such services, and any and all personnel employed by CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, which is applicable, in any manner, to CONTRACTOR'S services and operations. CONTRACTOR shall fully comply with any and all Federal, State, County, and Municipal laws, codes, rules, and regulations, of any kind, pertaining to employment practices, including, but not limited to

wage and hour, occupational hazards, and worker's compensation insurance.

7. **ASSUMPTION OF RISK:** CONTRACTOR assumes any and all risks of any damage and/or injury to any property and/or persons used, engaged, and/or employed on and/or in connection with the work and/or services provided by CONTRACTOR to the TOWN, and of any and all damage and/or injury to any person and/or property wherever located, resulting from, or in any manner arising out of, and/or in connection with any action and/or omission of CONTRACTOR, its employees, servants, agents, and/or representatives, under this Agreement or in connection with the services rendered or performed under this Agreement. It is specifically agreed and understood that in no event shall the TOWN be liable for any injury, damage, and/or loss (including personal injury) to any person and/or property which in any manner arises out of and/or is caused by any act or omission (whether negligent or intentional) of CONTRACTOR and/or any of its employees, servants, agents, and/or representatives.
8. **TIME OF PAYMENT:** Invoices shall be rendered to the TOWN every month for actual services to be rendered under this Agreement for that monthly period. Invoices shall be due and payable on or before the fifteenth (15th) day of the following month.
9. **BREACH OF AGREEMENT:** In the event that CONTRACTOR breaches this Agreement by failing to collect waste and/or trash as required by the Agreement, other than for reasons beyond its control or for reasons permitted hereby, the TOWN shall withhold payment of the funds which would otherwise have incurred to the benefit of CONTRACTOR as a direct result of such breach, and should breach not be cured within thirty (30) days of written notice by the TOWN to CONTRACTOR, the TOWN may, at its discretion, elect to cancel this Agreement.
10. **COMPENSATION FOR SERVICES:** As compensation for all of the services provided by the CONTRACTOR under this agreement, the TOWN agrees to the following fee schedule.

Year 1;	\$38.59/hour
Year 2;	\$39.96/hour
Year 3;	\$40.76/hour
11. **AMENDMENTS:** This Agreement represents the entire understanding between the parties and may not be modified, altered or amended otherwise than in writing signed by all parties hereto.
12. **TERM:** This contract shall commence on or about October 1, 2012. The initial contract shall be a 3-year term contract beginning after award by the Town Council. The contract may be extended for two (2) additional one (1) year terms if mutually agreed to in writing. The Town shall have the option of terminating the contract, for any reason, by giving the CONTRACTOR sixty (60) days written notice.

13. INCORPORATION OF REQUEST FOR PROPOSALS: The Request for Proposals dated April 2012 is hereby incorporated by reference into this agreement.

14. ATTORNEY'S FEES AND COSTS: In the event of any litigation relating to, concerning, or arising out of this Agreement, the prevailing party in any litigation shall be entitled to reasonable Attorney's fees and costs.

15. LAWS OF FLORIDA: This Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature.

TOWN:

TOWN OF BAY HARBOR ISLANDS

CONTRACTOR:

LSF SHUTTLE, INC.

By: [Signature]
TOWN MANAGER

By: [Signature]
Vassili ANASTASIOU
8/17/12

ATTEST:

[Signature]
Town Clerk, Bay Harbor Islands, Florida

ATTEST:

[Signature]
Secretary

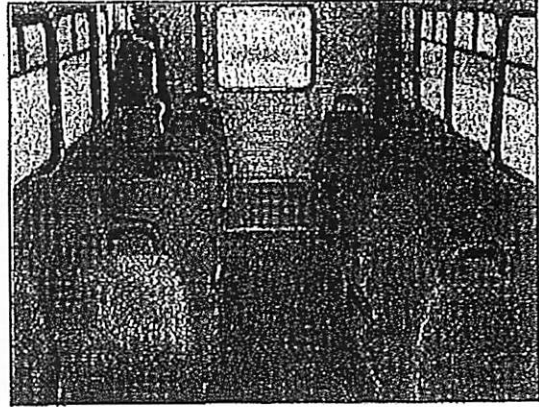
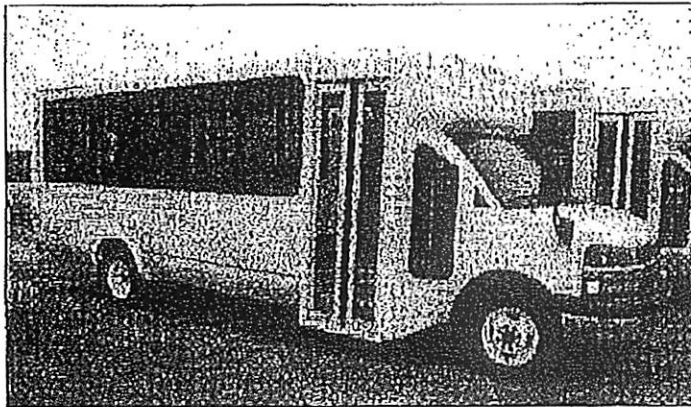
08/17/12
Date

[Signature]
Date



2012 ELDORADO AEROTECH

CHEVY CHASSIS – 6.6L Diesel Engine
 16 Pass w/ 2 WC positions & 2 DBL Flip Seats (20 Total)
 182" WB w/ Level 1 Seating
 70,000 BTU Air Conditioning



EXAMPLE PICTURES SHOWN – EQUIPMENT AND OPTIONS WILL VARY

Standard Equipment:

- * Chevy Chassis
- * Engine - Diesel 6.6L V8
- * Transmission - 6 speed auto w/OD
- * Transmission cooler
- * Brakes - ABS disc front & rear
- * Tires - LT225/75R16
- * Rear axle ratio - 3.73 Diesel
- * 145 Amp. Alternator – Upgraded to Dual OEM
- * Heavy duty radiator
- * 33 gallon fuel tank
- * Cruise control
- * Tilt steering
- * Dual batteries
- * GL20 tinted glass
- * Steel-reinforced composite body w/5 yr., 100K mile warranty
- * Bright white, impact resistant, non corrosive, gel-coated, FRP exterior body panels
- * Sidewall features 11-gauge steel, diagonally reinforced passenger area crash barrier which includes seat mounting track
- * Trac Lok seat track allows easy seat moving or removal
- * Floor frame consists of 2" x 3" 14-gauge tubular steel outriggers attached to 11-gauge c-channel mounted on rubber shock isolators
- * 3/4" exterior grade plywood floor undercoated and edge sealed prior to installation
- * Heavy duty transit rubber w/ribbed aisle

- * Stainless steel safety stanchions on each side of the aisle at entry
- * Curb side modesty panel with entry assist handrail
- * Deluxe exterior mirrors with convex mirror
- * Interior driver rear view mirror
- * Heavy duty 12-gauge steel rear wrap around bumper powder coated white to match body
- * High-back driver seat
- * Master electric panel easily accessible in operator compartment
- * Ergonomically designed switch control panel
- * All wiring color, number and function coded
- * All wiring loomed and secured in position with loom ties
- * Door-activated interior lights w/driver override
- * Operator map light
- * Passenger windows are top T-slide, ventilating, w/maximum tinting
- * All stainless steel powder coated entry and wheelchair door frames

Included Extra Features & Upgrades:

- * CD Owners Manuals Parts/Electric
- * 30" Manual A&M Entry Door
- * Window Package 41H x 29W
- * Federal Foam Headliner
- * 70,000 BTU Air Conditioning
- * Standee Line, White

552 South Dixie Hwy East * Pompano Bch, FL. 33060
 Phone: (954) 941-7722 * Toll Free: (800) 762-7433 * Fax: (954) 941-7466