



Town Council Agenda Report

SUBJECT: Resolution

CONTACT PERSON/NUMBER: Will Allen, 797-2093

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A REVISED AGREEMENT WITH THE SOUTH FLORIDA EDUCATIONAL COMPLEX (SFEC) FOR OPERATION AND FUNDING OF AN EXPRESS SHUTTLE BETWEEN THE FORT LAUDERDALE TRI-RAIL STATION AND THE SOUTH FLORIDA EDUCATIONAL COMPLEX CAMPUSES AND DOWNTOWN DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This resolution approves a companion agreement to the interlocal agreement with Broward County allowing the continuation of the shuttle bus service operated by the SFEC. This agreement is between the Town and the SFEC. This bus service connects the SFEC campuses with the Tri-Rail system as well as the Downtown Davie lunch route. The agreement has been reviewed by Town Attorney Monroe Kiar.

The proposed agreement is very similar to the existing agreement which was approved by Resolution R-97-249, on July 16, 1997. The agreement is consistent with the terms of the interlocal agreement with the County. The SFEC is responsible for operating and maintaining the buses. The Town passes the funding through to the SFEC. The SFEC must meet all obligations of the Town under the interlocal agreement with Broward County. Among changes from the agreement approved in 1997 are sections reflecting the new reimbursement schedule and requiring that the minimum ridership criteria must be met. To that end, Section 4 requires that the route be revised to change the destination from the Fort Lauderdale Tri-Rail Station to the Griffin Road Tri-Rail Station no later than January 1, 2001. This was suggested in a letter dated August 4, 2000 from Robert Roth, Director of Broward County Transit to Town Administrator Tom Willi. A copy of the letter is attached. Changes were made to the sections dealing with insurance and indemnification per the suggestions of the Town Attorney.

PREVIOUS ACTIONS: Resolution No. R-97-249 was adopted on July 16, 1997 approving an agreement for the same service. This expires on September 30, 2000.

CONCURRENCES: Not applicable

FISCAL IMPACT: None. The County supplies the buses and funds to help operate the buses. The SFEC will be responsible for providing all costs of maintaining and operating the buses.

RECOMMENDATION(S): Motion to approve the Resolution

Attachment(s): Resolution
Proposed Agreement
Resolution No. R-97-249
August 4, 2000 Letter From Robert Roth, Director of Broward County Transit

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A REVISED AGREEMENT WITH THE SOUTH FLORIDA EDUCATIONAL COMPLEX (SFEC) FOR OPERATION AND FUNDING OF AN EXPRESS SHUTTLE BETWEEN THE SOUTH FLORIDA EDUCATIONAL COMPLEX CAMPUSES, THE FORT LAUDERDALE TRI-RAIL STATION AND DOWNTOWN DAVIE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie and the South Florida Educational Complex propose to operate an express bus shuttle as an element of the transportation enhancement program of the Transportation Management Association (TMA); and

WHEREAS, the SFEC Transportation Management Association has received a financial grant to support the operational expenses of this program; and

WHEREAS, the Town wishes to enter into an agreement between the South Florida Educational Complex and the Town of Davie setting forth mutual understandings and commitments for said program, a copy of said agreement being attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The appropriate Town officials are hereby authorized to execute the revised agreement between the South Florida Educational Complex and the Town of Davie, a copy of which is attached hereto as Exhibit "A", on behalf of the Town of Davie.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2000.

MAYOR/COUNCILMEMBER

ATTEST:

ACTING TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2000.

AGREEMENT

THIS AGREEMENT is made and entered into by and between SOUTH FLORIDA EDUCATION CENTER, INC., a not for profit Florida corporation (SFEC) and the TOWN OF DAVIE, a municipal corporation located in Broward County, Florida (TOWN).

WITNESSETH:

WHEREAS, the TOWN anticipates receiving and having possession of the buses (THE BUSES) which are to be used for various purposes, including, but not limited to the transportation of students and others to and from the SFEC campus and additionally to downtown Davie from the various educational campuses; and

WHEREAS, the SFEC is desirous of cooperating with the TOWN to insure the safe travel of its students and others to and from its campus; and

WHEREAS, the parties wish to enter into a cooperative operating agreement to provide for the operation of THE BUSES and for the transportation to and from the SFEC campuses.

NOW, THEREFORE, in consideration of the mutual promises herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1. The above representations are true and correct and made a part hereof as binding covenants as if fully set forth herein.

Section 2. The SFEC agrees to operate THE BUSES for the purpose of transportation of students and others to the SFEC campuses and such other locations as are agreed by and between the SFEC and the TOWN. The operating agreement shall be subject to the conditions as set forth herein, and shall have a term coextensive with the Interlocal Agreement between the Town of Davie and Broward County for Public Transportation Services dated the ____ day of _____, 2000, (together with any modifications thereto) except as stated herein.

Section 3. SFEC shall be fully responsible for maintenance of The BUSES during the term of this agreement as well as all expenses incurred in complying with the terms of this Agreement. The TOWN will pay to SFEC the amount per vehicle as received from Broward County pursuant to Article 4.1 of the aforesated Agreement. This amount is a flat fee of Five Thousand Dollars (\$5000.00) per vehicle for services rendered from the date of execution until December 31, 2000. Beginning January 1, 2001 the amount to be paid is twenty dollars (\$20.00) per hour, per vehicle in revenue service for the remaining term of the Agreement.

Section 4. SFEC shall provide public transportation services within the TOWN at the locations and according to schedules attached as Exhibit "A," a copy of which is attached hereto and made a part hereof. Any changes to Exhibit "A" made by SFEC shall be effective only upon the written consent of the TOWN and the Director of Mass Transit. The services to be provided shall be consistent with Article 2, Scope of Services, of the Interlocal Agreement with Broward County for public transportation services. SFEC acknowledges that beginning June 1, 2001, a minimum average of five (5) passengers per revenue hour on each route operated by SFEC shall be maintained. In an attempt to increase ridership, SFEC agrees that the route listed in Exhibit "A" shall be revised no later than January 1, 2001 to change the destination from the Fort Lauderdale Tri-Rail Station to the Griffin Road Tri-Rail Station.

Section 5. The SFEC shall provide a qualified operator, capable of operating THE BUSES who has all necessary licenses for operation of THE BUSES. The operator shall at all

times be courteous to patrons of the bus service and shall operate THE BUSES in a careful manner. While the TOWN does not have any immediate intention of charging a fee, if the TOWN determines to charge a fee for the use of the bus service, it shall provide reasonable notice to the SFEC. Thereafter, SFEC shall insure that said fee is paid by any person using THE BUSES and then transferred to the Town Administrator or his designee. The SFEC shall be required to operate THE BUSES during the dates, times, and stops at the locations as set forth in Section 4 above. The SFEC shall keep a record of the number of passengers.

Section 6. The SFEC shall provide, directly or indirectly, liability insurance covering any negligence or intentional torts of the operator of THE BUS in the minimum amount of \$1,000,000.00. Said insurance shall be approved by the Risk Manager of the TOWN. Any insurance shall name the TOWN as an additional insured and shall require that the TOWN shall receive thirty (30) days notice of any cancellation. In addition to the purchase of liability insurance, the SFEC shall insure that sufficient insurance is provided to cover any accidents which may occur.

Section 7. SFEC shall be responsible for the operating and physical condition of THE BUSES.

Section 8. Nothing contained herein shall be construed to transfer any ownership or other interest of any kind in THE BUSES to the SFEC. This Agreement is merely an operating Agreement to provide for the operation of a transportation service for students of SFEC and others and for such other ancillary uses as is agreed to by the TOWN and the SFEC. Any graphics, advertising, or identifying information on THE BUSES must first be approved, in writing, by the TOWN which approval shall not be unreasonable withheld.

Section 9. TOWN shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend SFEC, its agents, servants and employees from and against any claim, demand, or cause of action of any kind or nature arising out of any error, omission, or negligent act of TOWN, its agents, servants, or employees in the performance of services for which the TOWN has responsibility under this Agreement.

SFEC shall, to the extent permitted by law at all times hereafter, indemnify, hold harmless, and defend TOWN, its agents, servants, or employees from and against any claim, demand or cause of action of any kind or nature arising to of any error, omission, or negligent act of SFEC, its agents, servants, or employees in the performance of services for which SFEC has responsibility under this Agreement.

Town does not waive its rights of sovereign immunity.

Indemnification: SFEC agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY'S and TOWN'S officers, agents and employees for, from, and against all claims, actions or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to , the SFEC occupancy or use of the vehicles to perform the services set forth herein.

Insurance: SFEC shall at all times during the term of this Agreement keep and maintain in full force and effect, at SFEC sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable To Insurance: At or prior to the commencement of SFEC's performance pursuant to the provisions of any agreement with TOWN involving the vehicles provided hereunder, SFEC shall deliver the original certificate of insurance required herein to COUNTY. SFEC shall pay the premiums of all insurance required by this Agreement. SFEC shall cause all policies or insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

If SFEC contracts with a third party to provide the transportation services addressed herein any contract with such third party shall include the following provisions:

Indemnification: SFEC's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY'S and the TOWN'S officers, agents and employees for, from, and against all claims, action, or causes of actions, losses, damages, liabilities, cost, and expenses, including, reasonable costs, attorney's fees and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicles to perform the services set forth herein.

Insurance: SFEC's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "B", a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable To Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any agreement with SFEC involving the vehicles provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

Section 10. The parties acknowledge that the TOWN anticipates obtaining possession of THE BUSES by virtue of an Interlocal Agreement with Broward County for public transportation services and this agreement shall be applied consistent with each and every item thereof. SFEC agrees to assume all obligations of the TOWN under said Agreement as if SFEC were a party thereto.

Section 11. This Agreement may be terminated by either party for cause upon no less than ninety (90) days written notice to the other party. Said notice shall be delivered by certified mail, return receipt requested. TOWN and SFEC may terminate without cause upon no less than one hundred twenty (120) days notice to the other party. If TOWN or SFEC terminates this Agreement with or without cause, SFEC agrees to reimburse TOWN on a prorated basis for financial assistance it has received for the year.

Section 12. All notices required herein shall be in writing and either hand delivered or mailed, or transmitted by fax, to the following person at the address listed unless changed by written notice:

TOWN: Town Administrator
Town of Davie
6591 Orange Drive
Davie, Florida 33314

SFEC: South Florida Education Center, Inc.
Attn: John Santulli
3301 College Avenue
Davie, Florida 33314

Section 13. This is the full Agreement between the parties and may not be amended except by written agreement executed by the parties with equal dignity hereto.

Section 14. The drafting of this Agreement has been a mutual endeavor of the parties and no provision of this Agreement shall, merely as a matter of judicial interpretation, be construed more strictly than the other.

Section 15. The effective date of this Agreement shall be the last date upon which either party affixes its signature thereto.

IN WITNESS WHEREOF, the parties have caused these presents to be executed.

Signed, sealed and delivered in the presence of:

Print Name _____

Print Name

SOUTH FLORIDA EDUCATION
CENTER INC.

BY _____

Print Name _____

Print Title

Print Name _____

TOWN OF DAVIE

BY _____

Harry Venis, Mayor

Print Name _____

Barbara McDaniel

Acting Town Clerk

Exhibit "B"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

| | |
|-----------------------------|-------------------------------|
| NAME AND ADDRESS OF AGENCY | COMPANIES AFFORDING COVERAGES |
| | COMPANY LETTER A |
| NAME AND ADDRESS OF INSURED | COMPANY LETTER B |
| | COMPANY LETTER C |
| | COMPANY LETTER D |
| | COMPANY LETTER E |

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

| COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | POLICY EXPIRATION DATE | Limits of Liability in Thousands (\$000) | | |
|----------------|---|---------------|------------------------|---|-----------------|-----------|
| | | | | | EACH OCCURRENCE | AGGREGATE |
| ** | GENERAL LIABILITY | | | SOBLY INJURY | \$ | \$ |
| | <input checked="" type="checkbox"/> COMPREHENSIVE FORM | | | PROPERTY DAMAGE | \$ | \$ |
| | <input checked="" type="checkbox"/> PREMISES-OPERATIONS | | | SOBLY INJURY AND PROPERTY DAMAGE COMBINED | \$ 500 | \$ 500 |
| | <input type="checkbox"/> EXPLOSION AND COLLAPSE HAZARD | | | PERSONAL INJURY | | \$ |
| | <input type="checkbox"/> UNDERGROUND HAZARD | | | | | |
| ** | AUTOMOBILE LIABILITY | | | SOBLY INJURY (EACH PERSON) | \$ | |
| | <input checked="" type="checkbox"/> COMPREHENSIVE FORM | | | SOBLY INJURY (EACH ACCIDENT) | \$ | |
| | <input checked="" type="checkbox"/> OWNED | | | PROPERTY DAMAGE | \$ | |
| | <input checked="" type="checkbox"/> NON-OWNED | | | SOBLY INJURY AND PROPERTY DAMAGE COMBINED | \$ 300 | |
| ** | EXCESS LIABILITY | | | SOBLY INJURY AND PROPERTY DAMAGE COMBINED | \$ | \$ |
| | <input type="checkbox"/> UMBRELLA FORM | | | | | |
| ✓ | WORKERS' COMPENSATION and EMPLOYERS' LIABILITY | | | STATUTORY | | \$ 100 |
| | OTHER | | | | | |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES
** CERTIFICATE MUST SHOW (on general liability only) *Town of Davie and*
ADDITIONAL INSURED: *BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA*

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the below named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company.

BINDER ACCEPTABLE ONLY IF PRODUCER IS "AGENT". POLICY NUMBER MUST BE DISPLAYED IF PRODUCER IS "BROKER".

NAME AND ADDRESS OF CERTIFICATE HOLDER
 Broward County Board of County Commissioners
 115 South Andrews Avenue
 Ft. Lauderdale, FL 33301
 ATTN: Purchasing Division, Room 212
 RE: Bid #

DATE ISSUED _____
 AUTHORIZED REPRESENTATIVE
 BY *Mary M. Brewster*