

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: Feb 15, 2012

Division: Emergency Services

Bulk Item: Yes X No

Department: Emergency Management

Staff Contact Person/Phone # Jose Tezanos / 305-289-6325

AGENDA ITEM WORDING: Approval of Modification #3 to extend expiration date from April 30, 2007 to December 31, 2012 of the agreement with American Coach Lines of Miami Inc. (ACL), to provide additional emergency transportation services to Monroe County residents, guests, workforce and their appropriately caged or crated pets during the evacuation, re-entry and recovery phase of an emergency as determined by Monroe County Emergency Management, and authorization for the County Administrator to execute any other required documentation.

ITEM BACKGROUND: American Coach Line has provided transportation services since July 10, 2006 under contract with Miami-Dade Transit assuming operation of the Dade-Monroe Express, Route #301. They assisted Monroe County with emergency transportation during the 2008 storm season, providing evacuation, and re-entry services during Hurricane Ike, and Tropical Storm Fay.

CONTRACT/AGREEMENT CHANGES: The BOCC approved on May 16, 2007 an agreement with ACL to provide additional emergency transportation services during evacuation, re-entry and recovery phase. On May 19, 2010 the BOCC approved Amendment #1 to extend services an additional year. On February 16, 2011 the BOCC approved Amendment #2 to extend services an additional year.

STAFF RECOMMENDATIONS: Approve Amendment #3

TOTAL COST: 2.25 per rider **INDIRECT COST:** **BUDGETED:** Yes No X

DIFFERENTIAL OF LOCAL PREFERENCE: N/A

COST TO COUNTY: 2.25 per rider **SOURCE OF FUNDS:**

REVENUE PRODUCING: Yes No X **AMOUNT PER MONTH** **Year**

APPROVED BY: County Atty CH X OMB/Purchasing W X Risk Management MA X

DOCUMENTATION: Included X Not Required

DISPOSITION: **AGENDA ITEM #**

MONROE COUNTY BOARD OF COUNTY COMMISSIONERS

CONTRACT SUMMARY

Contract with: American Coach Lines of Miami Contract # _____
 Effective Date: April 30, 2007
 Expiration Date: December 31, 2012

Contract Purpose/Description:
Approval of Modification #3 to extend expiration date from April 30, 2007 to December 31, 2012 of the agreement with American Coach Lines of Miami Inc. (ACL), to provide additional emergency transportation services to Monroe County residents, guests, workforce and their appropriately caged or crated pets during the evacuation, re-entry and recovery phase of an emergency as determined by Monroe County Emergency Management, and authorization for the County Administrator to execute any other required documentation.

Contract Manager: Jose Tezanos 6325 14
 (Name) (Ext.) (Department/Stop #)

for BOCC meeting on Feb 15, 2012 Agenda Deadline: Jan 31, 2012

CONTRACT COSTS

Total Dollar Value of Contract: \$ 2.25@ rider Current Year Portion: \$ _____
 Budgeted? Yes No Account Codes: _____
 Grant: \$ _____
 County Match: \$ 0

ADDITIONAL COSTS

Estimated Ongoing Costs: \$ _____/yr For: _____
 (Not included in dollar value above) (eg. maintenance, utilities, janitorial, salaries, etc.)

CONTRACT REVIEW

	Date In	Changes Needed	Reviewer	Date Out
Division Director	<u>1-25-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-25-12</u>
Risk Management	<u>1-27-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-27-12</u>
O.M.B./Purchasing	<u>1-27-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1/27/12</u>
County Attorney	<u>1-26-12</u>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<u>[Signature]</u>	<u>1-26-12</u>

Comments: _____

AMENDMENT #3 TO AGREEMENT BETWEEN AMERICAN COACH LINES, INC. AND MONROE COUNTY

THIS AMENDMENT to agreement dated the 24th day of January, 2012 is entered into by and between the Board of County Commissioners for Monroe County, and **AMERICAN COACH LINES OF MIAMI INC.**, a Florida for-profit corporation, located at 3595 Northwest 110th Street, Miami, Florida 33167 ("ACL").

WHEREAS, there was a contract entered into on April 30th, 2007 between the parties, to offer transit services to residents, quests, workforce and caged or crated pets during the evacuation, re-entry, and recovery phase of an emergency as determined by Monroe County Emergency Management for a term of three (3) years; and

WHEREAS, it is necessary to extend the Agreement to allow for such services during the 2012 Storm Season;

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties agree to the amended agreement as follows:

- Paragraph 3. Term of the Agreement shall be revised to read:** This Agreement is for the period of April 30, 2007 through December 31, 2012 unless terminated earlier under paragraph 4 of this Agreement.
- The remaining provisions of the contract dated April 30, 2007 remain in full force and effect.

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

(SEAL)
Attest: Danny L. Kolhage, Clerk

Board of County Commissioners
of Monroe County

Deputy Clerk
Date: _____

Mayor David Rice
Date: _____

(CORPORATE SEAL)
Attest:

American Coach Lines of Miami, Inc.

By: *Ironne Reyes*
Secretary

By: *Bret Bnttenu*
Chief Executive Officer or Corporate
Representative with Signatory Authority

Ironne Reyes
Print Name

Bret Bnttenu
Print Name
Date: *1/24/2012*

OR TWO WITNESSES

(1) *Jean Doming*
(1) *Jean Doming*
Print Name

(2) *Jenny Vargas*
(2) *Jenny Vargas*
Print Name



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/16/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 1000 Main Street, Suite 3000 Houston, TX 77002		CONTACT NAME:	
016276-Prime-GAXWX-11-12 ACLM LIAB		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED American Coach Lines of Miami 3595 NW 110th Street Miami, FL 33167		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: National Union Fire Ins Co Pittsburgh PA	NAIC # 19445
		INSURER B: New Hampshire Insurance Company	23841
		INSURER C: Lexington Insurance Company	19437
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** HOU-001909889-07 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC			GL1738141	09/16/2011	09/16/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ EXCLUDED PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			CA9798679	09/16/2011	09/16/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C				043732409	09/16/2011	09/16/2012	EXCESS AUTO \$ 5,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			25030495	09/16/2011	09/16/2012	EACH OCCURRENCE \$ 25,000,000 AGGREGATE \$ 25,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3715758 WC3715756 (California) WC2087664 (Florida) WC2087663 (Wisconsin)	09/16/2011 09/16/2011 09/16/2011 09/16/2011	09/16/2012 09/16/2012 09/16/2012 09/16/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Monroe County Board of County Commissioners is included as Additional Insured as respects all policies (except Workers' Compensation), as required by written contract, but only for liability arising out of the operations of the Named Insured.

BY *M. Riedel*
DATE 1-26-12
WAIVED

CERTIFICATE HOLDER

CANCELLATION

Monroe County Board of County Commissioners
1100 Simonton Street
Key West, FL 33040

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
John T. Riedel

John T. Riedel

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**Agreement between American Coach Lines Inc.
and Monroe County**

THIS AGREEMENT is made and entered into this 30th day of April, 2007 by and between **MONROE COUNTY**, a political subdivision of the State of Florida, with principal offices located at 1100 Simonton Street, Suite 2-205, Key West, Florida 33040 ("COUNTY"), and **AMERICAN COACH LINES OF MIAMI INC.**, a Florida for-profit corporation, located at 3595 Northwest 110th Street, Miami, Florida 33167 ("ACL").

WITNESSETH:

WHEREAS, COUNTY recognizes the need to provide additional emergency transportation services to Monroe County residents, guests, workforce and their appropriately caged or crated pets during the evacuation, re-entry, and recovery phase of an emergency as determined by Monroe County Emergency Management; and

WHEREAS, County recognizes the requirement to provide for the needs of individuals with household pets and service animals prior to, during, and following a major disaster or emergency pursuant to the "Pets Evacuation and Transportation Standards Act of 2006 (PL 109-308, October 6, 2006) amending the Robert T. Stafford Disaster Relief and Emergency Act of 2006 (42 USCA § 5196); and

WHEREAS, the Monroe County Board of County Commissioners has allocated funds to provide transportation services to Monroe County residents, guests, workforce and their caged or crated pets during evacuation, re-entry, and recovery phase; and

WHEREAS, ACL desires to offer transit services to residents, guests, workforce and their caged or crated pets during the evacuation, re-entry, and recovery phase of an emergency as determined by Monroe County Emergency Management; and

WHEREAS, COUNTY wishes to implement additional transportation services before and after future emergencies, to enhance the public safety and to provide additional viable means for residents, guests, workforce and their caged or crated pets to evacuate during all phases of an emergency as declared by of Emergency by the Monroe County Emergency Management.

NOW THEREFORE, COUNTY and ACL, through their respective governing bodies, and in consideration of the mutual promises and covenant herein contained, hereby agree as follows:

Section 1. Services.

1.1 ACL shall provide additional transportation for the residents, guests, workforce and properly caged or crated pets of Monroe County between Key West, Marathon and the Monroe County Evacuation Shelter, located at Florida International University ("FIU") in Miami.

1.2 The services will commence when a local state of emergency is declared by Monroe County Emergency Management upon and ACL shall be contacted by County to begin the service.

Section 6 Notices.

All notices and other communications required under this Agreement must be in writing and addressed as follows: FOR COUNTY:

Irene Toner, Director
Emergency Management
490 63rd Street, Suite 150
Marathon, Florida 33050

Jose Tezanos, Planner
Emergency Management
490 63rd Street, Suite 150
Marathon, Florida

FOR ACL:

Brett Brittenum, Location Manager
American Coach Lines of Miami, Inc.
3595 NW 110th Street
Miami, FL 33167

Any Notice required by this Agreement shall be deemed to have been duly given if sent by certificate mail, return receipt requested, postage and fees prepaid; hand delivered; facsimile; or by overnight delivery service with proof of delivery.

Section 7. Governing Law, Venue, Interpretation.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to agreements made and to be performed entirely in the State. In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the COUNTY and ACL agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida. Mediation conducted regarding this Agreement shall be performed according to the rules of the 16th Judicial Circuit for Monroe County, Florida. This Agreement is not subject to arbitration.

Section 8 Entire Agreement/Modification/Amendment.

This writing sets forth the entire agreement of the parties with respect to the subject matter of this Agreement. No representations were made or relied upon by either party, other than those expressly set forth herein. No agent, employee, or other representative of either party is empowered to modify or amend the terms of this Agreement, unless in writing signed by both parties.

Section 9 Access to Records and Audits.

9.1 ACL shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement

combined single limit for Bodily Injury Liability and Property Damage Liability.

CERTIFICATES OF INSURANCE.

Original Certificates of Insurance shall be provided to the COUNTY at the time of execution of this Agreement and certified copies provided if requested. Each policy certificate shall be endorsed with a provision that not less than thirty (30) calendar days' written notice shall be provided to the COUNTY before any policy or coverage is canceled or restricted. The underwriter of such insurance shall be qualified to do business in the State of Florida. If requested by the County Administrator, the insurance coverage shall be primary insurance with respect to the COUNTY, its officials, employees, agents and volunteers.

Section 13 Severability.

If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision shall be valid and enforceable to the fullest extent permitted by law.

Section 14 Waiver.

The failure of either party to this Agreement to object to or take affirmative action with respect to any conduct of the other in violation of any term or condition of this Agreement shall not be construed as a waiver of the violation or breach, or a waiver of any future violation, breach, or wrongful conduct.

Section 15 Counterparts.

This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

Section 16 Authority.

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County, corporate or individual action, as required by law.

Section 17 Covenant of No Interest. The parties covenant that they do not presently have any interest, and shall not acquire any interest, which would conflict in any manner or degree with performance under this Agreement, and that the only interest of each is to perform and receive benefits as recited in this Agreement.

Section 18 Code of Ethics.

COUNTY and ACL agree that officers and employees of the COUNTY recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.

Section 19 No Solicitation/Payment.

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
HOU-000745556-02

PRODUCER
Marsh USA Inc.
1000 Main Street, Suite 3000
Houston, TX 77002

RECEIVED JUN 28 2006

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

- COMPANY
A NEW HAMPSHIRE INSURANCE CO
- COMPANY
B AMERICAN HOME ASSURANCE COMPANY
- COMPANY
C
- COMPANY
D

016276-ACL-Casua-06-07 ACLM

INSURED
American Coach Lines of Miami
3595 NW 110th Street
Miami, FL 33167

COVERAGES

This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	GL 1738141	09/16/06	09/16/07	PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE \$ 1,000,000
					FIRE DAMAGE (Any one fire) \$ 1,000,000
					MED EXP (Any one person) \$ 5,000
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO	CA 9798679	09/16/06	09/16/07	
	<input type="checkbox"/> ALL OWNED AUTOS	CA 9799248 (Oregon)	09/16/06	09/16/07	BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:
					EACH ACCIDENT \$
					AGGREGATE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC 3715758	09/16/06	09/16/07	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
		WC 3715756 (California)	09/16/06	09/16/07	EL EACH ACCIDENT \$ 1,000,000
		WC 2087663 (Wisconsin)	09/16/06	09/16/07	EL DISEASE-POLICY LIMIT \$ 1,000,000
		WC 2087664 (Florida)	09/16/06	09/16/07	EL DISEASE-EACH EMPLOYEE \$ 1,000,000
	OTHER				

M. Sluiter 7/2/07

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Monroe County is included as Additional Insureds as respects all policies (except Workers' Compensation), as required by written contract, but only for liability arising out of the operations of the Named Insured.

CERTIFICATE HOLDER

Monroe County
490 63rd Street, Ocean
Suite 150
Marathon, FL 33050

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE

MARSH USA INC.

By: John T. Riedel

MM1(3/02)

John T. Riedel

VALID AS OF: 06/21/07