

**AGREEMENT**  
*between*  
**THE CITY OF COCONUT CREEK**  
*and*  
**FLORIDATOURS.COM, LLC**  
*for*  
**CHARTER BUS TRANSPORTATION SERVICES**  
**IFB NO. 11-09-22-12**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between the City of Coconut Creek, a municipal corporation, with principal offices located at 4800 West Copans Road, Coconut Creek, FL 33063 (the "City") and Floridatours.com, LLC a Florida corporation with offices located at 2705 Burris Road, Suite 7, Davie, FL 33314 (the "Vendor") to provide Charter Bus Transportation Services pursuant to IFB No. 11-09-22-12.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Vendor agree to the following terms and conditions:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of IFB No. 11-09-22-12, all addenda issued prior to execution of this Agreement, Vendor's Response to IFB No. 11-09-22-12, and any subsequent properly executed amendments to any of the aforementioned documents. These contract documents form the Agreement, and all are as fully a part of the Agreement as if set forth herein. In the event of a conflict between the aforementioned documents, Paragraph 15. "Contractual Agreement," of Section I, "General Conditions," of IFB No. 11-09-22-12 notwithstanding, this Agreement will control, followed by the IFB documents, any addenda thereto, and Vendor's Response to IFB No. 11-09-22-12, in that order.

**2) The Work**

The Contractor shall perform all work for the City required by this Agreement as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary for Charter Bus Services. Specifically:
  - i. Vendor shall provide coach bus transportation for the Parks and Recreation Department's monthly senior center member field trips and specialized activities.
  - ii. Coach bus transportation services will be required to transport children/adults to various sites throughout the State of Florida, but primarily within Broward, Palm Beach and Miami-Dade County boundaries.
  - iii. Transportation services would consist of day trips only, requiring no overnight travel.
  
- b) Contractor shall supervise the work force to ensure that all workers conduct themselves and perform their work in a safe and professional manner. Contractor shall comply with all OSHA safety rules and regulations in the operation of equipment and in the performance of the work. Contractor shall comply with all city, county, state and CDC

requirements in place at the time of the operation of equipment and in the performance of work, including but not limited to social distancing, mask wearing, and sanitization.

- c) Contractor shall provide the City with at least seventy-two (72) hours' notice prior to any schedule change with the exception of changes caused by inclement weather.
- d) Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.
- e) The City and Contractor shall proceed with work at a mutually agreed upon time and date in writing. The Contractor will coordinate each service date and time in advance with Lenore Thomas, Superintendent for the Parks and Recreation Department, on behalf of the City.

**3) Contract Price**

The Agreement shall be performed in current funds with pricing pursuant to Exhibit "A" – Schedule of Proposal Prices, the Bid response and as per the approved budget. Services described as "As-Needed" shall be initiated only upon written request from the City's Contract Administrator and itemized consistent with the pricing listed on Exhibit "A" and appear on the immediately following invoice after service delivery.

**4) Contract Term**

The initial Agreement period shall be for three (3) years commencing on the date written on the first page of this Agreement.

**5) Contract Extension**

- (a) The City reserves the right to extend the Agreement for two (2) additional one (1) year periods, providing both parties agree to the extension; all the terms, conditions and specifications remain the same; and such extension is approved by the City. Vendor shall give written notice to the City not less than ninety (90) days prior to renewal date of any adjustment in the initial Contract amount. Agreement renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.
- (b) In the event services are scheduled to end because of the expiration of this contract, the Vendor shall continue the service upon the request of the Contract Administrator. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Vendor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Payment**

Payment will be tendered to Contractor via City check within thirty (30) days of the work being completed, inspected and accepted by the City.

**7) Non-Discrimination**

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, race, color, religion, sex, national origin, marital status, political affiliation, familial status, disability, sexual orientation, pregnancy, gender identity or expression, or veteran or service member status, and to abide by all Federal, State, and County laws

regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontractor's agreements hereunder. Any violation of such provisions shall constitute a material breach of this Agreement.

**8) Independent Contractor**

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Vendor/Contractor is an independent Vendor/Contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Vendor/Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Vendor's/Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Vendor/Contractor, which policies of Vendor/Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Vendor's/Contractor's funds provided for herein. The Vendor/Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Vendor/Contractor and the City and the City will not be liable for any obligation incurred by Vendor/Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

**9) Insurance**

Contractor shall provide the City with proof of insurance prior to executing the Agreement. Contractor agrees to provide the City with a Certificate of Insurance in a form acceptable to the City, naming the City of Coconut Creek as an "Additional Insured". The Certificate shall include General Liability. The General Liability coverage will be written in an "occurrence" basis format, with a minimum limit of \$1,000,000 for each occurrence. Workers' Compensation Statutory Limits of coverage to apply for all employees in compliance with all applicable State of Florida and federal laws. Note: If Contractor is exempt from Florida's Workers' Compensation law, Contractor must provide proof of such exemption issued by the Florida Department of Financial Services, Bureau of Workers' Compensation.

Comprehensive or Business Automobile Liability insurance with limits not less than \$500,000.00 each occurrence combined single limit for Bodily Injury and Property Damage including coverage's for owned, hired, and non-owned vehicles and/or equipment as applicable. This policy of insurance shall be written in an "occurrence" based format.

**10) Indemnification**

The parties agree that one percent (1%) of the total compensation paid to Contractor for the work of the Contract shall constitute specific consideration to Contractor for the indemnification to be provided under the Agreement. The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the

termination or expiration hereof.

Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Section 768.28, Fla. Stat., as amended from time to time.

**11) Public Records**

Contractor shall comply with all public records laws in accordance with Chapter 119, Fla. Stat. In accordance with state law, Contractor agrees to:

- a) Keep and maintain all records that required by the City to perform the services.
- b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copies within a reasonable time at a cost that does not exceed the costs provided in Chapter 119, Fla. Stat., or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the City.
- d) Upon completion of the contract, transfer, at no cost, to the City all public records in possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
- e) **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 954-973-6774, PublicRecords@coconutcreek.net, 4800 West Copans Road, Coconut Creek, FL 33063.**

If Contractor does not comply with this Section, the City shall enforce the Agreement provisions in accordance herewith and may unilaterally cancel this Agreement in accordance with state law.

**12) Assignment and Subcontracting**

No assignment of this Agreement or any right occurring under this Agreement shall be made, in whole or in part, by the Vendor/Contractor nor shall the Vendor/Contractor assign any monies due or to become due to them, without the previous written consent of the City Commission which consent shall not be unreasonably withheld. In the event of any assignment, the assignee shall assume the rights, duties and responsibilities of the Vendor/Contractor.

**13) Notice**

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended at the following addresses. Notice shall be deemed received by the party for whom it is intended after the USPS certified mail process is completed and/or hand delivery.

**CITY**

Wayne K. Tobey, Director of Parks & Recreation

City of Coconut Creek

1100 Lyons Road

Coconut Creek, FL 33063

Phone: 954-545-6676

With a copy to the City Attorney at the same address.

**VENDOR**

Stephen Crane Gladding II, President

Floridatours.com, LLC

2705 Burriss Road

Suite 7

Davie, FL 33314

Phone: 954-637-1933

Fax: 954-637-1934

Email: [Crane@floridatours.com](mailto:Crane@floridatours.com)

Web Address: [www.floridatours.com](http://www.floridatours.com)

**14) Termination**

Upon thirty (30) calendar days, written notice delivered by certified mail, return receipt requested, to the Contractor, the City may without cause and without prejudice to any other right or remedy, terminate the Agreement for the City's convenience whenever the City determines that such termination is in the best interest of the City. Where the Agreement is terminated for the convenience of the City the notice of termination to the Contractor must state that the Agreement is being terminated for the convenience of the City under the termination clause and the extent of termination. The Contractor shall discontinue all work on the appointed last day of service.

**15) Agreement Subject to Funding**

This Agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Coconut Creek in the annual budget for each fiscal year of this Agreement, and is subject to termination without any penalty due to lack of funding.

**16) Venue**

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this Agreement is situated exclusively in the Seventeenth Judicial Circuit Court in and for Broward County, Florida or the United States District Court for the Southern District of Florida.

**17) Signatory Authority**

The Vendor shall provide the City with copies of requisite documentation evidencing that the signatory for Vendor has the authority to enter into this Agreement.

**18) Severability; Waiver of Provisions**

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

**19) E-Verify**

Effective January 1, 2021, public and private employers, contractors and subcontractors must require registration with, and use of the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of:

- a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and
- b) All persons (including subvendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the City. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the City of Coconut Creek.

By entering into this Agreement, the Contractor becomes obligated to comply with the provisions of Section 448.095, Fla. Stat., "Employment Eligibility," as amended from time to time. This includes, but is not limited to, utilization of the E-Verify System to verify the work authorization status of all newly hired employees, and requiring all subcontractors to provide an affidavit to Contractor attesting that the subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. Contractor agrees to maintain a copy of such affidavit for the duration of this Agreement. Failure to comply with this paragraph will result in the termination of this Agreement as provided in Section 448.095, Fla. Stat., as amended.

**20) Merger; Amendment**

This Agreement constitutes the entire Agreement between the Vendor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Vendor and the City.

**21) Scrutinized Companies**

Contractor hereby certifies that it: a) has not been placed on the Scrutinized Companies that Boycott Israel List, nor is engaged in a boycott of Israel; b) has not been placed on the Scrutinized Companies with Activities in Sudan List nor the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and c) has not been engaged in business operations in Cuba or Syria. If City determines that Vendor has falsely certified facts under this paragraph or if Vendor is found to have been placed on the Scrutinized Companies Lists or is engaged in a boycott of Israel after the execution of this Agreement, City shall have all rights and remedies to terminate this Agreement consistent with Section 287.135, Fla. Stat., as amended. The City reserves all rights to waive the certifications required by this paragraph on a case-by-case exception basis pursuant to Section 287.135, Fla. Stat., as amended.

**22) Interpretation**

It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and accordingly the rule that a contract shall be interpreted strictly against the party preparing same shall not apply herein due to the joint contributions of both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF COCONUT CREEK, through its City Manager or designee and Floridatours.com, LLC, signing by and through Stephen Crane Gladding II, President, duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

\_\_\_\_\_  
Karen M. Brooks, City Manager      Date

\_\_\_\_\_  
Joseph J. Kavanagh, City Clerk      Date

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Terrill Pyburn, City Attorney      Date

[Vendor's Signature to Follow]

**FLORIDATOURS.COM, LLC.**

ATTEST:

*Bret T. Britten*  
(Corporate Secretary)

*Stephen Crane Gladding II*  
Stephen Crane Gladding II,  
President

11/29/22  
Date

Bret T. Britten  
Type/Print Name of Corporate Secy.

Stephen Crane Gladding II  
Type/Print Name of President

(CORPORATE SEAL)

**CORPORATE ACKNOWLEDGEMENT**

STATE OF FL:

COUNTY OF Broward:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 29 day of November, 2022, by Stephen Crane Gladding II as President for Florida Tours.com.



*Taylor Stadler*  
Signature of Notary Public  
State of Florida at Large

Taylor Stadler  
Print, Type or Stamp  
Name of Notary Public

Personally known to me or  
 Produced Identification

\_\_\_\_\_  
Type of I.D. Produced

DID take an oath, or  
 DID NOT take an oath.



# EXHIBIT "A"

## CITY OF COCONUT CREEK

### CHARTER BUS TRANSPORTATION SERVICES

#### REQUEST FOR QUOTE

#### SCHEDULE OF PROPOSAL PRICES

DESCRIPTION	CHARGE
38 passenger bus (5 hour minimum)	\$120.00 per hour
55 passenger bus (5 hour minimum)	\$125.00 per hour
60 passenger bus (5 hour minimum)	\$140.00 per hour
ADA Compliant Charter Bus (passenger size 47 + 2 Wheelchair guests)	\$125.00 per hour

**NOTE:**

Vendor agrees that in the event that a bus has been reserved for the city and the only buses available exceed the capacity needed, then the Proposer agrees to assign the larger bus to the City at the same cost of the smaller capacity bus requested. Pricing proposed shall include all other operating costs such as driver, license, permits, training, fuel, supervisory personnel, etc. and shall also be inclusive of any parking fees or highway tolls.

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