

## CONSENT TO ASSIGNMENT AND ASSUMPTION AGREEMENT

Whereas Academy Bus LLC (“Academy”), a Florida limited liability company (sometimes referred to herein as the “Buyer”), and Corporate Coaches Inc, (“Corporate Coaches”) a Florida corporation (sometimes referred to herein as the “Seller”), each in good standing and duly authorized to transact business in the State of Florida, have entered into an Asset Purchase Agreement (the “Agreement”), and,

WHEREAS, pursuant to the Agreement, Seller has agreed, among other things, to sell, transfer, convey, assign and deliver to Buyer the pending charter passenger transportation contracts for each Customers more particularly identified in Exhibit A, annexed hereto and made a part hereof (the “Contracts”), and

WHEREAS, the Buyer has agreed to accept the assignment and perform the Contracts assigned hereby pursuant to their terms;

NOW, THEREFORE, in consideration for the mutual promises set forth herein, and for and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Corporate Coaches and Academy agree as follows:

1. Academy hereby assumes, shall perform and discharge, all of the transportation obligations of the Seller to the Customer as set forth in each of the Contracts annexed hereto and made a part hereof as Exhibit A; Academy agrees to indemnify, defend and hold harmless Corporate Coaches and its officers, owners and employees from any claims, damages and/or liabilities arising therefrom including reasonable attorney’s fees; and ,

2. Each Party to this Consent to Assignment and Assumption Agreement (the “Assignment”) hereby acknowledges and agrees that nothing contained in this Assignment will in any way supersede, modify, replace, amend, change, rescind, waive, or otherwise affect any of the performance terms of the Contracts, or the Agreement, including the representations, warranties, covenants and agreements of the respective parties, as set forth therein, except to the extent that performance of the Contracts shall be provided by Academy and not by Corporate Coaches. In all other respects the contracts shall be enforceable against Academy pursuant to the contract terms, in the same manner that said Contracts were heretofore enforceable against Corporate Coaches. In the event of any conflict or inconsistency between the terms of the Contracts and the terms of this Assignment, the terms of the Contract shall govern and control.

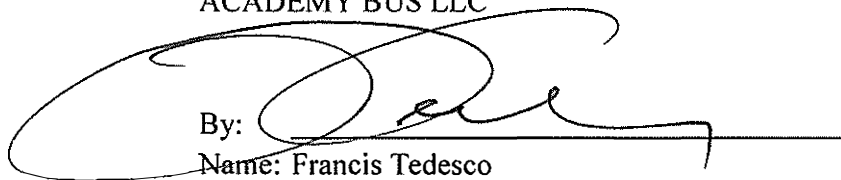
3. The Contract and any disputes arising thereunder shall be governed by and construed in accordance with the laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of Florida.

4. This Consent to Assignment may be executed by the respective parties in any number of counterparts, each of which shall be an original, with the same legal force and effect as if the signatures thereto and hereto were upon the same instrument. The electronic transmission of any signed original counterpart of this Assignment shall be deemed to be the delivery of an original counterpart of this Assignment.

IN WITNESS WHEREOF, Buyer and Seller have caused this Assumption Agreement to be duly executed as of and on the date first above written.

**BUYER:**

ACADEMY BUS LLC



By: \_\_\_\_\_  
Name: Francis Tedesco  
Title: Manager

**The undersigned customer hereby acknowledges receipt of this Notice of the Assignment between Seller and Buyer and hereby consents to such assignment. Upon such assignment Corporate Coaches shall be relieved of performance as vendor under the terms of the attached agreement.**

**CUSTOMER: City of Coconut Creek**

By: \_\_\_\_\_  
Name: Mary C. Blasi, City Manager  
Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Name: Terrill C. Pyburn, City Attorney  
Date: \_\_\_\_\_

Attest:

By: \_\_\_\_\_

Name: Leslie Wallace May, City Clerk

Date: \_\_\_\_\_

EXHIBIT "A"

AGREEMENT

*between*

THE CITY OF COCONUT CREEK

*and*

CORPORATE COACHES, INC.

*for*

COACH BUS TRANSPORTATION SERVICES  
RFP NO. 11-28-12-10

THIS AGREEMENT is made and entered into this 10<sup>th</sup> day of January, 2013 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 Casino Limo Corp. d/b/a Corporate Coaches, Inc., a Florida corporation with principal offices located at 4500 South State Road 7, Fort Lauderdale, FL 33314 (the "Contractor") for Coach Bus Transportation Services pursuant to RFP No. 11-28-12-10.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

**1) The Contract Documents**

The contract documents consist of this Agreement, conditions of the contract (General, Special and other Conditions), scope of service of RFP No. 11-28-12-10, all addenda issued prior to, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement if attached to this Agreement or repeated therein.

Section I – General Terms and Conditions  
Section II – Special Terms and Conditions  
Section III – Detailed Requirements – Scope of Services  
Appendix A – History of Bus Usage  
Section V – Proposal Package

**2) The Work**

The Contractor shall perform all work for the City required by the contract documents and RFP No. 11-28-12-10, as set forth below:

- a) Contractor shall furnish all labor, materials, and equipment necessary as indicated in the detailed requirements – scope of services herein.
- 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.
- c) 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.

**3) Contract Amount**

Contractor shall perform all contract requirements pursuant to Exhibit "A" – Schedule of Proposal Prices.

**4) Contract Term**

The initial contract period shall be for two (2) years based upon successful performance by the Contractor and shall commence on March 3, 2013.

**5) Contract Extension**

The City reserves the right to extend the contract for three (3) additional one (1) fiscal 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. Contractor 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. Contract renewal shall be based on satisfactory performance, mutual acceptance, and determination that the Contract is in the best interest of the City.

In the event services are scheduled to end because of the expiration of this contract, the Contractor 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 Contractor shall be compensated for the service at the rate(s) in effect when the City invokes this extension clause.

**6) Non-Discrimination**

The Contractor agrees that it shall not discriminate against any of its employees or applicants for employment because of their age, handicap, race, color, religion, sex, or national origin, and to abide by all federal and State laws regarding non-discrimination. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder except subcontracts for standard commercial supplies or raw materials. Any violation of such provisions shall constitute a material breach of this Agreement.

**7) Independent Contractor**

Contractor is an independent Contractor under this Agreement. Personal services provided by the Contractor shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement shall be those of the Contractor.

**8) Assignment and Subcontracting**

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

**9) 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.



CITY

City Manager  
City of Coconut Creek  
4800 West Copans Road  
Coconut Creek, FL 33063  
With a copy to the City Attorney at the same address.

CONTRACTOR

Mike Castro, Vice President, Business Development  
Casino Limo Corp. d/b/a Corporate Coaches, Inc.  
4500 South State Road 7  
Fort Lauderdale, FL 33314  
Phone: 954-452-7771  
Fax: 954-430-7559  
Email: mcastro@corporatecoachesfla.com

**10) Termination**

This Agreement may be terminated by City or Contractor for cause or by the City for convenience, upon thirty (30) days of written notice by the terminating party to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

**Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

**11) 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 based on lack of funding.

**12) 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 in Broward County, Florida.

**13) Signatory Authority**

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

**14) 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.

15) **Merger; Amendment**

This Agreement constitutes the entire Agreement between the Contractor 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 Contractor and the City.

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 CORPORATE COACHES (Name of party with whom Agreement is made), signing by and through its ANDREW BARDAR (President, Owner, CEO, etc.) duly authorized to execute same.

**CITY OF COCONUT CREEK**

ATTEST:

*[Signature]* 1/15/13  
Dave J. Rivera, City Manager Date

*[Signature]* 1/15/13  
Barbara S. Price, MMC Date  
City Clerk

Approved as to form and legal sufficiency:

*[Signature]* 1/15/13  
Paul Stuart, City Attorney Date  
**NANCY A. COUSINS**

**CONTRACTOR**

ATTEST:

*[Signature]*  
(Corporate Secretary)

CORPORATE COACHES  
Company Name

*[Signature]* 12/12/12  
Signature of President/Owner Date

Laurie Lamb  
Type/Print Name of Corporate Secy.

ANDREW R. BARDAR  
Type/Print Name of President/Owner

(CORPORATE SEAL)

CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA:

:SS

COUNTY OF Broward:

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Magdiel "Mike" Castro, of Corporate Coaches Inc. a Florida Profit Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 17 day of December, 2012

Elizabeth Freeman

Signature of Notary Public  
State of Florida at Large



ELIZABETH FREEMAN  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# EE833275  
Expires 9/9/2016

Print, Type or Stamp  
Name of Notary Public

- Personally known to me or
- Produced Identification

License

Type of I.D. Produced

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



**EXHIBIT "A"**

**CITY OF COCONUT CREEK  
COACH BUS TRANSPORTATION SERVICES  
RFP NO. 11-28-12-10**

**TABULATION**

ITEM	DESCRIPTION	Minimum Quantity of Buses Required by City	Casino Limo d/b/a Corporate Coaches, Inc.			Unique Charters, Inc.		
			UNIT PRICE Hours 1-4	UNIT PRICE After 4th Hour	DAILY RATE	UNIT PRICE Hours 1-4	UNIT PRICE After 4th Hour	DAILY RATE
1	Mini Coach Bus (Typical Range 16-36 Passengers)	Optional Item	\$ 75.00	\$ 75.00	\$ 750.00 / 10 Hrs	\$ 83.99	\$ 83.99	\$ 671.92
2	Coach Bus (Typical Range 33-54 Passengers)	1	\$ 80.00	\$ 80.00	\$ 800.00 / 10 Hrs	\$ 83.99	\$ 83.99	\$ 671.92
3	Deluxe Coach Bus (Typical Range 55-70 Passengers)	8	\$ 84.00	\$ 84.00	\$ 840.00 / 10 Hrs	\$ 83.99	\$ 83.99	\$ 671.92

Accepts VISA as form of payment  
 Vehicle Information List  
 Official DOT # Provided  
 Certificates of Insurance

Yes  
 Yes  
 Yes  
 Yes

No  
 Yes  
 Yes  
 Yes

**NOTE: BID/RFP TABULATIONS ARE UNOFFICIAL UNTIL APPROVED BY CITY COMMISSION.**



**CITY OF COCONUT CREEK  
COACH BUS TRANSPORTATION SERVICES  
RFP NO. 11-28-12-10**

**SCHEDULE OF PROPOSAL PRICES**

**Notes:**

1. As specified in the minimum requirements of this RFP, Proposer must own or lease for operation a **minimum of eight (8) coach buses that have a minimum fifty-five (55) passenger capacity** for summer camp trips and a **minimum of one (1) coach bus with thirty-three (33) passenger capacity** for special events. These quantities of coach buses, respectively, must be reserved exclusively for the City of Coconut Creek.
2. As required in Proposer's Qualification Statement, Proposer shall provide comprehensive Schedule of Buses reflecting the above bus sizes and availability.
3. Pricing proposed shall include all other operating costs such as driver, licenses, permits, training, fuel, supervisory personnel, etc. and shall also be inclusive of any parking fees or highway tolls.
4. Proposer agrees that in the event that a bus has been reserved for the City and the only buses available exceed the capacity needed, then Proposer agrees to assign the larger bus to the City at the same cost of a smaller capacity bus.

Description	Minimum Quantity of Buses Required by City	UNIT PRICE	UNIT PRICE	DAILY RATE
		Hours 1-4 Per Hour / Per Bus	After 4 <sup>th</sup> Hour Per Hour / Per Bus	Per Day / Per Bus
<b>Mini Coach Bus</b> (Typical Range 16-36 Passengers)	Optional Item	\$ <u>75.00</u>	\$ <u>75.00</u>	\$ <u>750.00 / 10 HRS</u>
<b>Coach Bus</b> (Typical Range 33-54 Passengers)	1	\$ <u>80.00</u>	\$ <u>80.00</u>	\$ <u>800.00 / 10 HRS</u>
<b>Deluxe Coach Bus</b> (Typical Range 55-70 Passengers)	8	\$ <u>84.00</u>	\$ <u>84.00</u>	\$ <u>840.00 / 10 HRS</u>

**FUEL ADJUSTMENT**

The following information is required as a basis for any fuel adjustment claim(s) which may be made by the Contractor after the initial contract period. If incomplete information is furnished in this section, requests for fuel costs adjustments may not be considered.

- a) Type of fuel used: DIESEL
- b) Price per gallon on 11/19/12 (date) at Proposer's normal pint of supply: \$ 4.01 /Gal.
- c) Name, Address and Phone Number of fuel supplier: Port Consolidated Inc  
3141 Southeast 14th Avenue  
Fort Lauderdale, FL 33316  
(954) 522-1182

**VISA PURCHASING CARD:**

The City of Coconut Creek has implemented a purchasing card program through SunTrust Bank, using the VISA network. This program allows the City to expedite payment to our vendors. Vendors will receive payment from the purchasing card in the same manner as other VISA purchases. Accordingly, vendors must presently have the capability to accept VISA or take whatever steps necessary to implement the ability before the start of the agreement term. VISA acceptance is mandatory, but is not the exclusive method of payment.

Contractor agrees to accept the VISA purchasing card as form of payment. By checking this box and submitting this form, I understand that the City of Coconut Creek will make payments on this contract using the City's VISA credit card.

Yes  No

If no, please state why? \_\_\_\_\_  
\_\_\_\_\_

.....  
**PURCHASE BY OTHER GOVERNMENTAL AGENCIES:**

Please indicate below if you will permit other governmental entities to purchase from your agreement with the City of Coconut Creek.

Yes, Others can purchase;  No, Only the City of Coconut Creek can purchase

.....  
Company Name: CORPORATE COACHES  
Proposer's Name: MIKE CASTRO  
Proposer's Title: VICE PRESIDENT, BUSINESS DEVELOPMENT  
Proposer's Signature: 