

**AMENDMENT #1 TO AGREEMENT FOR CONTRACTUAL SERVICES
BETWEEN CITY OF VENICE, FLORIDA (CITY),
AND TROLLEY SYSTEMS OF AMERICA, LLC dba SARASOTA TROLLEY
(CONTRACTOR)**

WHEREAS, on January 6, 2016, the City and Contractor entered into an Agreement for Contractual Services ("Agreement") whereby Contractor would provide and operate a seasonal, free, circulating Trolley service for recreational purposes in the City of Venice, Florida, pursuant to the terms and conditions of the Agreement; and

WHEREAS, Article II of the Agreement provides that the City retains the right to renew the Agreement upon mutual agreement with the Contractor; and

WHEREAS, the City wishes to authorize Contractor to provide services for the 2017 season beginning Monday, January 10, 2017, and ending Sunday, April 16, 2017 (Easter Sunday); and

WHEREAS, the Contractor wishes to perform such services.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in the Agreement for Contractual Services and in this Amendment to the Agreement, the parties hereby agree as follows:

1. Begin date trolley service: Monday, January 9, 2017
End date trolley service: Sunday, April 16, 2017 (Easter Sunday)
Total time: 98 days (14.0 weeks)
2. Begin time daily: 11:00 AM; End time daily: 7:00 PM
3. Days/week operating: six (6), Day of week not operating: Monday
4. Advertisement on trolley: Not allowed outside of trolley. Allowed inside trolley upon negotiated agreement between Contractor and City.
5. Route Designation: The initial route designation and stops are as follows:
Centennial Park near interactive fountain (STOP) -- west to Nassau Street; north to Tampa Avenue; west to Harbor Drive; north to Manatee Court; into unpaved parking area (Our Mother's House parking lot) (STOP) -- Manatee Court to Harbor Drive; south to Barcelona Avenue (STOP) -- Barcelona Avenue to Graser Park (Barcelona & The Esplanade) (STOP) -- North on The Esplanade to Chauncey Howard Park & Ormond Street (STOP) -- north on The Esplanade to Tarpon Center Drive; Humphris Park &/ South Jetty (STOP) -- south on Tarpon Center Drive; south on The Esplanade; Chauncey Howard Park & Ormond Street (STOP) -- south on The Esplanade; Venice Beach (STOP) -- south on The Esplanade; east on Venice Avenue; Venice Avenue at Park Blvd (STOP) -- east on Venice Avenue; Venice City Hall (STOP) -- east on Venice Avenue; Venice Avenue at Nassau Street (STOP) -- east on Venice Avenue; north on Nokomis Avenue; just north of Venice Avenue (STOP) -- Nokomis Avenue just south of Tampa Avenue (STOP) -- west on Tampa Avenue West; Immediate left into Centennial Park; Centennial Park near interactive fountain (STOP).

Additional minor modifications to the proposed 2017 route may be made upon mutual agreement of both parties.

6. Unless otherwise amended as provided for herein, the other terms and conditions of the Agreement shall remain in full force and effect throughout the term of this Agreement as amended.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 to the Agreement on the ____ day of _____, 2016.

**TROLLEY SYSTEMS OF AMERICA,
LLC, dba SARASOTA TROLLEY**

ATTEST:

CITY OF VENICE, FLORIDA

City Clerk

By: _____
John Holic, Mayor

Approved as to Form and Correctness

David Persson, City Attorney

AGREEMENT FOR
CONTRACTUAL SERVICES

This Agreement is made this 6th day of January, 2016, between the City of Venice, a Florida municipal corporation ("City"), and Trolley Systems of America, dba Sarasota Trolley a Limited Liability Corporation authorized to work in the State of Florida ("Contractor").

WITNESS:

Whereas The City desires to secure a Contractor to provide and operate a seasonal, free, circulating Trolley service for recreational purposes in the City of Venice, Florida and the Contractor is willing to perform those services.

Therefore, in consideration of the premises and agreements contained herein, the parties agree as follows:

ARTICLE I
Description of Project

Operation of a seasonal (January through March), free, circulating trolley system for recreational purposes that provides passenger operation within a designated travel loop and completion of the loop every twenty (20) to thirty (30) minutes. The Contractor shall handle all aspects of trolley operation and maintenance.

ARTICLE II
Term

The Term of this Agreement shall be for a one-year period. This Agreement may be renewed in one-year increments by written notice from the City to the Contractor, up to a maximum of three (3) years; or until terminated by mutual agreement of both parties. The Contractor shall provide a ninety (90) day written notice, in advance, of the annual anniversary date of the Agreement of its intention to renew or terminate the Agreement. The City retains the right to renew this initial Bid under the same terms and conditions upon mutual agreement with the Contractor.

ARTICLE III
Contractor's Scope of Services

The Contractor shall perform services in accordance with the terms and conditions set forth herein, and as provided in the Scope of Services contained in Exhibit I, the City of Venice Invitation to Bid 3018-15, and Contractor's bid submittal, which is attached to this Agreement and by this reference made a part of it.

ARTICLE IV

Changes in Scope

If changes occur either in the Contractor's Scope of Services or the Description of the Project, a supplemental agreement shall be negotiated at the request of either party.

ARTICLE V

Contractor's Fee

As compensation for Scope of Services as described in Exhibit I of this Agreement, the Contractor shall be paid a "Basic Fee", which shall constitute full and complete payment for these services and all expenditures that may be made and expenses incurred, except as otherwise expressly provided in this Agreement. The Basic Fee shall be the lump sum amount of **six thousand dollars (\$6,000.00) for service seven (7) days per week, Monday through Sunday or five thousand one hundred forty-three (\$5,143.00) dollars for service six (6) days per week, Monday through Saturday.**

Fuel Surcharge:

This Agreement contains a provision for a Fuel Surcharge as defined in Exhibit I Scope of Services.

Payment Schedule for Basic Fee.

The Basic Fee shall be paid as the Contractor's work progresses based on invoices submitted by the Contractor no more frequently than every other week.

ARTICLE VI

Termination

This Agreement may be terminated by either party upon thirty (30) days' prior written notice to the other party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party.

This Agreement may be terminated by the City for its convenience upon thirty (30) days' prior written notice to the Contractor.

In the event of termination, as provided in this Article, the Contractor shall be paid as compensation in full for services performed to the date of that termination, an amount calculated in accordance with Article V of this Agreement.

ARTICLE VII

Assignment

This Agreement shall not be assignable except at the written consent of the parties, and if so assigned, shall be binding upon the successors and assigns of the parties.

Article VIII

Indemnity

The Contractor agrees to indemnify the City, its officials, officers, agents and employees and hold them harmless from all actions of any character brought because of any injury or damages sustained by any person, persons or property resulting from any asserted negligent act, error or omission of the Contractor or its agents, subcontractors or employees. The Contractor is not required under this Agreement to defend the City, its officials, officers, agents or employees, or any of them from assertions that the City was negligent, or indemnify the City from liability based on the City's negligence. The indemnity required here shall not be limited by reason of specification of any particular insurance in this Agreement.

ARTICLE IX

Prohibition Against Contingent Fees

The Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE X

Insurance

The Contractor agrees to procure and maintain at its expense until final payment by the City for services covered by this Agreement, insurance in the kinds and amounts provided in the specifications in Exhibit II INSURANCE REQUIREMENTS with insurance companies authorized to do business in the State of Florida, covering all operations under this Agreement, whether performed by it or its agent. Before commencing the work, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City, showing that it has complied with this paragraph. All certificates shall provide that the policy shall not be changed or canceled until at least thirty (30) day's prior written notice shall have been given to the City.

ARTICLE XI

Discrimination Prohibited

In performing the services required under this Agreement, the Contractor shall not discriminate against any person on the basis of race, color, religion, sex, national origin or ancestry, age or physical handicap.

ARTICLE XII

Records

Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the service; by providing the public with access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and by meeting all requirements for retaining public records and transferring, at no cost, to City all public records in possession of Contractor upon termination of this contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

ARTICLE XIII

Venue and Governing Law

The laws of the State of Florida shall govern all provisions of this Agreement. Venue for any dispute shall be Sarasota County, Florida. If any court proceeding or other action occurs between the parties as a result of this Agreement or any other document or act required by this Agreement, the prevailing party shall be entitled to recover attorney's fees and all court costs including attorney's fees and court costs incurred in any pre-trial, appellate, and/or bankruptcy proceeding, as well as, attorney's fees and costs incurred in determining entitlement to and reasonableness of fees and costs.

ARTICLE XIV

Entire Agreement

This contract and the contract documents constitute the entire Agreement of the parties and may not be changed or modified, except by a written document signed by both parties hereto. This contract shall be binding upon the successors and assigns of the parties.

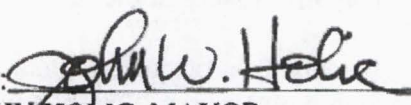
IN WITNESS WHEREOF, the parties to the Agreement have hereunto set their hands and seals and have executed this Agreement, the day and year first above written.

(SEAL)

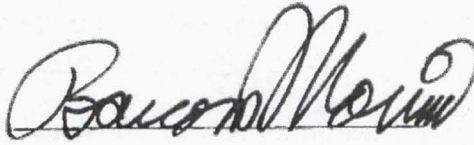
ATTEST:


CITY CLERK

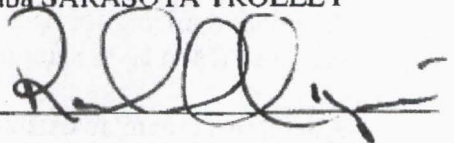
CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

BY: 
JOHN HOLIC, MAYOR

ATTEST:


Barton Morin
Signed by (typed or printed)

TROLLEY SYSTEMS OF AMERICA,
LLC dba SARASOTA TROLLEY

BY: 
RONALD ANGEMI
Signed by (typed or printed)

Approved as to Form and Correctness

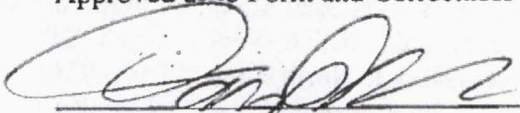

David Persson, City Attorney

EXHIBIT I
SCOPE OF SERVICES

SERVICE HOURS

Contractor shall provide a one (1) trolley system for recreational purposes that provides passenger operation within a designated travel loop and completion of the loop every twenty (20) to thirty (30) minutes.

For performance of the services specified herein, City shall pay the Contractor;

Weekly Cost of operating one (1) trolley from 10:00 AM to 6:00 PM (Sunday through Saturday) January 1, 2016 through March 31, 2016. \$ 6000.00 / Week

Alternative pricing to extend the trolley service (additional weekly cost, for up to four (4) additional total weeks) \$ 6000.00 / Week

Alternative pricing for operating one (1) trolley from 10:00 AM to 6:00 PM six (6) days per week (Monday – Saturday). \$ 5143.00 / Week

Alternative pricing to extend the six (6) days/week trolley service (additional weekly cost, for up to four (4) additional total weeks) \$ 5143.00 / Week

ROUTE DESIGNATION

The initial route designation and stops are as follows:

Venice Avenue (Centennial Park STOP) – west to Nassau Street; north to Tampa Avenue (STOP) – west to Barcelona Avenue- to Esplanade-south to Venice Beach (STOP) – South to Granada Avenue – east to Harbor Drive – south to North Brohard Park (STOP) – Harbor Drive north- to Airport Road – east to Nokomis Avenue- north to Venice Community Center (STOP) –north to Miami Avenue (STOP)- to Venice Avenue- west to Centennial Park.

The initial route and/or STOPS are subject to change at the discretion of the City

RESERVES THE RIGHT

The City reserves the right to use other trolley services if Contractor is unable to perform services, as required, permanently or temporarily.

The City has the right to additional use of the trolleys. Such usage to be charged at the regular hourly rate.

The Contractor will have the right to rent the trolleys to others during non-scheduled times, so long as such rental does not impact the operation of the City system. Any logo or reference to the City of Venice or City must be removed when trolleys rented to others.

TROLLEY DRIVERS

The Contractor will assure all drivers are fully licensed to operate trolleys. The City reserves the right to request a replacement driver when there have been multiple complaints against an individual driver. The Contractor will assure no registered sex offenders are permitted to be trolley drivers.

ADVERTISING

Printed material to be distributed on the trolley and all advertising at trolley stops must be done with the consultation with and approval by the City. All advertising, marketing related activities must be in compliance with all applicable laws, ordinances. Any revenues derived from such activities shall be split as described above.

FUEL SURCHARGE/CREDIT

If Diesel Fuel rises above \$3.00 per gallon as reported by Energy Information Administration's Weekly Retail On-Highway Diesel Prices – Average All Types for Gulf Coast Region (<http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>), a surcharge will be negotiated and added to the awarded per-hour trolley rate. Surcharges must be approved in writing by both parties.

FARE COLLECTION

The trolleys are free--there shall not be a fare for passengers.

DESIGNATED CONTACT

Contractor shall appoint a person or persons to act as a primary contact with the City. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms of the contract.

During business hours

Name Barron Morin

Phone 941-346-3115

Fax: 941-366-2195

After business hours

Name Barron Morin

Phone 941-346-3115

Fax: 941-366-2195

EXHIBIT II INSURANCE REQUIREMENTS

Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

2.1 The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).

2.2 The City of Venice shall be named as Certificate Holder. *Please Note that the Certificate Holder should read as follows:*

*The City of Venice
401 W. Venice Avenue
Venice, FL 34285*

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

2.3 The "Acord" certification of insurance form should be used.

2.4 Required Coverage

- a) **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)
- b) **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.
- c) **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including sub-contractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

2.5. Policy Form:

- a) All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

- b) Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- c) Each insurance policy required by this Contract shall:
 - (1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;
 - (2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.
- d) The City shall retain the right to review, at any time, coverage form, and amount of insurance.
- e) The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.
- f) The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the Contractor until such time the Contractor shall furnish additional security covering such claims as may be determined by the City.
- g) Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- h) Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.
- i) Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.
- j) All property losses shall be payable to, and adjusted with, the City.


 **1999 Tarpon
Center Drive**


La Guna Dr


Bayshore Dr

Apalachicola Rd


 **16 min**
4.1 miles

 **400-404 Manatee Court**

740 Barcelona Avenue 

725 West Venice Avenue 

Venice

 **203 West Venice**

Granada Ave

Nassau St S

Nokomis Ave S

S Tamiami Trail

Valencia Rd
Armada Rd S



101-199 The
lanade North

Venice

201-209 Tampa
Avenue West

W Venice Ave

Armada Rd S
Valencia Rd


Park Blvd S

Nassau St S

390-398 Nokomis
Avenue South

Seaboard Ave

Country
Cooper

 **19 min**
5.5 miles

Riviera St

824-828 Nokomis
Avenue South

Gulf Dr


The Rialto

Cockrill St

Cooper St

199 Airport Avenue West

1752-1800 Harbor
Drive South

Sharky's On the Pier 

Venice
Municipal
Airport



