

RESOLUTION NO. _____

A RESOLUTION OF THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, AUTHORIZING THE ADMINISTRATION TO NEGOTIATE AMENDMENT NO. 9 TO THE AGREEMENT, DATED MAY 8, 2014, BETWEEN THE CITY AND LIMOUSINES OF SOUTH FLORIDA, INC (LSF), FOR TURN-KEY OPERATIONS AND MAINTENANCE SERVICES OF A MUNICIPAL TROLLEY SYSTEM FOR THE CITY OF MIAMI BEACH, BASED UPON THE ESSENTIAL TERMS SET FORTH IN THE CITY COMMISSION MEMORANDUM ACCOMPANYING THIS RESOLUTION; SAID AMENDMENT: (1) APPROVING THE TEMPORARY USE OF THE CITY TROLLEY FLEET BY MIAMI-DADE COUNTY, FLORIDA DURING ANY PERIODS OF SUSPENSION OF TROLLEY SERVICES; AND (2) APPROVING NEW RATES FOR OPERATION DURING REDUCED LEVELS OF SERVICE; AND FURTHER AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE THE FINAL AMENDMENT.

WHEREAS, on April 30, 2014, the City Commission approved the award of Invitation to Bid (ITB) No. 2014-154-SR for Turn-Key Trolley Operations and Maintenance Services to Limousines of South Florida, Inc. (LSF); and

WHEREAS, on May 8, 2014, the City and LSF executed the Agreement, which Agreement was subsequently modified pursuant to Amendments 1 through 8; and

WHEREAS, the City's trolley fleet consists of 33 trolley vehicles; and

WHEREAS, in the interest of public health, and to help prevent the spread of COVID-19, the City suspended all trolley service on Thursday, March 26, 2020 at 7:00 PM (commencement of the "suspension period"); and

WHEREAS, although trolley service is currently suspended, LSF continues to accrue fixed costs, for which LSF has requested financial assistance from the City; and

WHEREAS, LSF has proffered that by the end of July 2020, LSF's accrued fixed costs will exceed \$700,000; and

WHEREAS, due to the impact of the COVID-19 pandemic, the City intends to re-start operations at a reduced level of service; and

WHEREAS, due to social distancing requirements on-board transit vehicles, Miami-Dade County Department of Transportation and Public Works (the "County") has limited vehicle capacity to 16 passengers per regular 40-foot bus, and 36 passengers per larger 60-foot articulated bus, which has resulted in missed trips and longer passenger wait times; and

WHEREAS, the County has approached LSF and the City to use LSF's services, and to operate the trolley vehicles, which are designated for use by the City under the Agreement (City's fleet), along County routes serving Miami Beach (113, 119 and 120), and potentially other County routes; and

WHEREAS, pursuant to the Agreement, LSF cannot enter into an agreement with any other party for use of equipment and/or personnel dedicated to the City's fleet, without approval from the City; and

WHEREAS, the City would be granting LSF permission to grant the County a temporarily and revocable license to use the City's fleet, subject to the same terms of the Agreement (indemnification, insurance, and maintenance requirements), and, upon thirty (30) days written notification from the City, LSF would make available, for the City's use, any number of the trolley vehicles from the City's fleet; and

WHEREAS, under the Agreement, any increase or decrease of service levels by more than 20%, as compared to the previously negotiated service levels (i.e. revenue hours), requires the parties to re-negotiate the hourly operating rate; and

WHEREAS, when calculating whether or not a rate adjustment is needed, the County's scheduled service hours for the City's trolley vehicles in a given month, in combination with the City's scheduled service hours for the same month (combined fleet) would be considered; and

WHEREAS, during the time that either the City, County, or both are operating the City's fleet, the suspension period terminates, and the hourly operating rate may be subject to adjustment, based upon the scheduled service hours for the combined fleet; and

WHEREAS, a reconciliation would be made within ninety (90) days of the earliest expiration date of the contract term (November 21, 2021); and

WHEREAS, if there are any fixed costs owed to LSF at the time of the reconciliation, in lieu of providing LSF with a lump sum payment to cover any shortfall, the Administration could consider a contract extension up to four months for each month of service hours that LSF lost during the period of suspension; and

WHEREAS, any contract extension would be brought back for consideration and approval by the City Commission; and

WHEREAS, the temporary assignment of the City's fleet to supplement the County's transit routes, to be operated by LSF, would be at no cost to the City; would provide a higher level of service of County bus routes serving Miami Beach; and would eliminate fixed cost associated with protection of City's trolley vehicles, possibly assist in offsetting fixed costs associated with service suspension, as well as possibly reducing the hourly rate of the City's trolley service once trolley service levels for the combined fleet exceed the pre-COVID-19 pandemic level of service; and

WHEREAS, the City Manager seeks authority to negotiate and execute Amendment No. 9 to the Agreement, based upon the essential terms set forth in the City Commission Memorandum accompanying this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COMMISSION OF THE CITY OF MIAMI BEACH, FLORIDA, that the Mayor and City Commission hereby authorize the Administration to negotiate Amendment No. 9 to the Agreement, dated May 8, 2014,

between the City and Limousines of South Florida, Inc (LSF), for Turn-Key Operations and Maintenance Services of a Municipal Trolley System for the City of Miami Beach, based upon the essential terms set forth in the City Commission Memorandum accompanying this Resolution; said amendment: (1) approving the temporary use of the City trolley fleet by Miami-Dade County, Florida during any periods of suspension of trolley services; and (2) approving new rates for operation during reduced levels of service; and further authorize the City Manager and City Clerk to execute the final amendment.

PASSED AND ADOPTED this 29th day of July 2020.

Dan Gelber, Mayor

ATTEST:

Rafael E. Granado, City Clerk

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION


City Attorney *[Signature]*

7/28/2020
Date