

## MEMORANDUM

Agenda Item No. 14(A)(5)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** May 17, 2016

**FROM:** Abigail Price-Williams  
County Attorney

**SUBJECT:** Resolution approving First Amendment to Contract No. 800 Special Transportation Services with Super Nice STS, Inc. d/b/a Transportation America to reduce the automobile liability insurance coverage from \$1,000,000.00 combined single limit per occurrence to \$300,000.00 combined single limit per occurrence and to increase the on-time performance standard from a minimum of 80percent to a minimum of 85percent and authorizing the County Mayor to execute the amendment in substantially the form attached hereto

Resolution No. R-441-16

The accompanying resolution was prepared and placed on the agenda at the request of Co-Prime Sponsors Vice Chairman Esteban L. Bovo, Jr., Commissioner Rebeca Sosa and Commissioner Audrey M. Edmonson.



Abigail Price-Williams  
County Attorney

APW/smm



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Jean Monestime  
and Members, Board of County Commissioners

**DATE:** May 17, 2016

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County Attorney

**SUBJECT:** Agenda Item No. 14(A)(5)

Please note any items checked.

- "3-Day Rule" for committees applicable if raised
- 6 weeks required between first reading and public hearing
- 4 weeks notification to municipal officials required prior to public hearing
- Decreases revenues or increases expenditures without balancing budget
- Budget required
- Statement of fiscal impact required
- Statement of social equity required
- Ordinance creating a new board requires detailed County Mayor's report for public hearing
- No committee review
- Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_) to approve
- Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved  Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 14(A)(5)  
5-17-16

RESOLUTION NO. R-441-16

RESOLUTION APPROVING FIRST AMENDMENT TO CONTRACT NO. 800 SPECIAL TRANSPORTATION SERVICES WITH SUPER NICE STS, INC. D/B/A TRANSPORTATION AMERICA TO REDUCE THE AUTOMOBILE LIABILITY INSURANCE COVERAGE FROM \$1,000,000.00 COMBINED SINGLE LIMIT PER OCCURRENCE TO \$300,000.00 COMBINED SINGLE LIMIT PER OCCURRENCE AND TO INCREASE THE ON-TIME PERFORMANCE STANDARD FROM A MINIMUM OF 80 PERCENT TO A MINIMUM OF 85 PERCENT AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE THE AMENDMENT IN SUBSTANTIALLY THE FORM ATTACHED HERETO

**WHEREAS**, the Special Transportation Services contract requires high levels of expensive and oftentimes difficult to obtain insurance coverage which may impact the provider and small business subcontractors' ability to continue to provide this important service to the County; and

**WHEREAS**, Section 324.031, Florida Statutes, mandates minimum liability insurance coverage for certain for-hire passenger transportation vehicles of \$300,000.00 on a per occurrence basis; and

**WHEREAS**, the Board believes that such coverage levels, along with the Contractor's ongoing obligation to indemnify the County, provide adequate protection to the County and the public; and

**WHEREAS**, in consideration for this reduction in insurance limits, the Contractor agrees to increase the on-time performance standard from 80 percent to 85 percent,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby approves the First Amendment to Contract No. 800 Special Transportation Services with Super Nice STS, Inc. d/b/a Transportation America to reduce the automobile liability insurance coverage from \$1,000,000.00 combined single limit per occurrence to \$300,000.00 combined single limit per occurrence and to increase the on-time performance standard from a minimum of 80 percent to a minimum of 85 percent and authorizes the County Mayor or County Mayor's designee to execute the amendment in substantially the form attached hereto.

The Co-Prime Sponsors of the foregoing resolution are Vice Chairman Esteban L. Bovo, Jr., Commissioner Rebeca Sosa and Commissioner Audrey M. Edmonson. It was offered by Commissioner **Esteban L. Bovo, Jr.** , who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

	Jean Monestime, Chairman	<b>aye</b>	
	Esteban L. Bovo, Jr., Vice Chairman	<b>aye</b>	
Bruno A. Barreiro	<b>aye</b>	Daniella Levine Cava	<b>aye</b>
Jose "Pepe" Diaz	<b>aye</b>	Audrey M. Edmonson	<b>aye</b>
Sally A. Heyman	<b>absent</b>	Barbara J. Jordan	<b>aye</b>
Dennis C. Moss	<b>absent</b>	Rebeca Sosa	<b>aye</b>
Sen. Javier D. Souto	<b>aye</b>	Xavier L. Suarez	<b>aye</b>
Juan C. Zapata	<b>absent</b>		

The Chairperson thereupon declared the resolution duly passed and adopted this 17<sup>th</sup> day of May, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**  
\_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to read "B.L.", is written over a horizontal line.

Bruce Libhaber

**FIRST AMENDMENT TO CONTRACT NO. 800 SPECIAL TRANSPORTATION SERVICES**

Article 10 and Attachment A, Sections 18 and 19 are hereby amended as follows:<sup>1</sup>

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall furnish to the Department of Procurement Management, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of Miami-Dade County 111 N.W. 1st Street, Suite 1300, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.
3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than ~~[\$1,000,000]~~ >>\$300,000<< combined single limit per occurrence for bodily injury and property damage.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to

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<sup>1</sup> Words stricken through and/or ~~[[double bracketed]]~~ shall be deleted. Words underscored and/or >>double arrowed<< constitute additions. Remaining provisions are now in effect and remain unchanged.

the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.**

**NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days after notification of recommendation to award. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

## ATTACHMENT A

### 18. Performance Standards

- 18.1 The Contractor shall provide Service in a manner which complies with ADA, all other regulatory requirements, meet the minimum performance standards prescribed by the County herein, and maximize operational productivity and efficiency.
- 18.2 The Contractor shall employ a means of detecting and correcting its deficiencies that contribute to failure to achieve the performance standards prior to the deficiencies reaching a level unacceptable by the County. Deficiencies may include, but are not limited to, performance that does not satisfy the minimum requirements listed in the Performance Standards Table below. Should deficiencies persist or become unacceptable, the County shall take actions under the Contract, including the assessment of liquidated damages.
- 18.3 The County will perform service audits, including random phone audits of completed trips with Clients to verify trips taken, as deemed necessary and use all available information, not limited to Trip Center data, Driver's Manifests, reports, and the County's Computer System, to measure the performance level for the entire Program and to determine if the Contractor meets the performance requirements. In the event that the required minimum Performance Standards established below or elsewhere in the Contract are not met by the Contractor for two (2) consecutive months without noticeable service improvements, the County may request the removal of any personnel or subcontractor determined to be at fault, or find the Contractor in default of the Contract. Such decision shall be at the sole discretion of the County.
- 18.4 The County and the Contractor may annually review these Performance Standards for adjustments. The County will make the final decision regarding any adjustments.

Performance Standards	Requirement
Trip Denial. Trip denials measured per report of an occurrence.	0
On-time Performance. On-time performance is defined as a vehicle arriving at the correct location for a pick-up within the Service Window. On time performance will be measured based on all trips performed each month as verified by the AVL/GPS System and as reported pursuant to Section 28.5.	Minimum [90%]>>85%<<
Average Speed of Answer (ASA). The sum of all wait times for all calls entering the ACD queue (and eventually answered), divided by the number of incoming calls answered. Wait time is calculated from the time that the call enters the queue until the call is answered. ASA will be measured weekly for each individual queue on an hourly basis.	Maximum 45 seconds
Rate of Calls Abandoned. The number of ACD accepted calls that were abandoned in the queue, i.e. the caller disconnected. The rate of calls abandoned will be measured weekly for each individual queue on a basis of ten (10) second intervals.	Maximum 8% after 10 seconds
Average Hold Time. Average time on hold on any queue within the ACD System measured on an hourly basis.	Maximum 2 minutes
Customer Travel Time. Customer time traveled equivalent to 110% of the comparable fixed route travel time measured monthly using data captured by Mobile Data Terminals or comparable technology	Minimum 98% of data captured
Customer Complaint Ratio. Customer Complaint ratio measured monthly as a percent of total trips performed.	Maximum 0.5%
System Safety. Measure of preventable vehicle accidents, as defined by the National Safety Council, per 100,000 revenue miles.	Maximum 3
Data Verification for Trips for each Vehicle by GPS/AVL System at all times.	Minimum 98%
Working GPS/AVL System in Contractor's vehicles in service at all times.	Minimum 98%

**19. Liquidated Damages**

Where the Contractor fails to perform in accordance with the established Required Minimum Performance Standards as elsewhere described, the County will assess liquidated damages within 180 days of the incident for which the Liquidated Damage applies, for the first year of the contract, and within 120 days under the remainder of the contract. Liquidated Damages applies, for the first as prescribed in this Section. The County has the sole discretion to modify this Section.

**19.1 Liquidated Damages**

**19.1.1 Trip Denials / Missed Trips:**

- (a) The Contractor will be assessed liquidated damages in the amount of \$100.00 for any occurrence of a Trip Denial.
- (b) The Contractor will be assessed liquidated damages in the amount of \$200.00 for any occurrence of a Missed Trip.

**19.1.2 On-Time Performance:**

- (a) The Contractor will be assessed liquidated damages in the amount of \$1,000.00 for each month where the on-time performance for the month is below [80%]>>85%<<.
- (b) The Contractor will be assessed liquidated damages for each reported occurrence of a trip performed outside of the Service Window and prescribed below:

1) Between 31 minutes and 45 minutes after the Scheduled Pick-up Time	\$4.00 per occurrence
2) Between 46 minutes and 60 minutes after the Scheduled Pick-up Time	\$6.00 per occurrence
3) Between 61 minutes to 90 minutes after the Scheduled Pick-up Time	Trip Cost
4) 16+ minutes before the Scheduled Pick-up Time, Complaint Only.	\$10.00 per occurrence
5) 121+ minutes after the Special Trip Request pick-up time	Trip Cost

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of last signature below.

Contractor

Miami-Dade County

By: [Signature]

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

Name: Ray Gonzalez

Name: \_\_\_\_\_

Title: President & CEO

Title: \_\_\_\_\_

Date: 5/13/10

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

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Attest: \_\_\_\_\_  
Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency

[Signature]  
Assistant County Attorney