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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: January 20, 2016

Agenda Item No. 3(B)(7)

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

From: Carlos A. Gimenez
Mayor

Subject: Econo-Shuttle Express, LLC Application for a Transfer of Passenger Motor Carrier Certificate of Transportation No. 30212

Resolution No. R-13-16

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the transfer of Passenger Motor Carrier (PMC) Certificate of Transportation No. 30212 from Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle to Econo-Shuttle, LLC.

Scope

This PMC Certificate of Transportation is countywide, allowing the certificate holder to operate in unincorporated and incorporated areas of Miami-Dade County.

Fiscal Impact/Funding Source

Licensing, operating permit and inspection fees are collected by the Department of Regulatory and Economic Resources to support regulatory activities. There is an annual regulatory fee of $625.00 per certificate and $625.00 per vehicle that will yield $1,250.00 in revenue annually for the first vehicle and $625.00 for each additional vehicle. PMC certificate holders can operate an unlimited number of vehicles under the certificate. The County also collects $38.00 per vehicle inspection with frequency varying with the vehicle age from one (1) to four (4) inspections per year.

Track Record/Monitor

The applicant is a new permit holder and is in compliance with all requirements of the Code of Miami-Dade County (Code). Joe Mora, Division Chief within the Department of Regulatory and Economic Resources, will be responsible for monitoring this company.

Background

On February 17, 1981, the Board adopted Ordinance 81-17, subsequently amended by Ordinance 85-20 on April 16, 1985, which regulates the passenger motor carrier industry in Miami-Dade County under Chapter 31 of the Code.

Section 31-103 (m) of the Code provides the procedures to be followed by Miami-Dade County in processing transfer applications. No certificate may be sold, assigned or transferred to another until the proposed sale, assignment, or transfer has been approved by the Board. In considering the proposed transfer of ownership or control of the certificate, the Board shall determine whether or not said transfer is contrary to the public interest, upon evidence submitted at the public hearing. The Board may approve or refuse to approve said transfer upon such terms and conditions or may reasonably alter, restrict or modify the terms and provisions of such transfer if in the public's interest.

Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle, has filed an application to transfer Passenger Motor Carrier Certificate of Transportation No. 30212 to Econo-Shuttle Miami, LLC. Issued on October 6, 2009, via Resolution R-1145-09 (Attachment A), PMC No. 30212 authorizes special operations service. This class of service is defined as transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter, sightseeing, or subscription service, not between fixed terminals or on a regular route.

The company is required to adhere to the terms of Resolution R-1145-09, which approved the certificate. Econo-Shuttle, LLC, located at 8300 NW 7 Avenue, Miami, Florida 33150, seeks to continue providing this class of service by transporting tourist and resident groups to and from various locations throughout Miami-Dade County 24 hours a day, seven days a week. Transportation is required to be pre-arranged at least 24 hours prior to service, using chauffeur-driven vehicles with a seating capacity of nine or more, but less than 28 passengers, excluding the driver. The proposed rates are listed on the attached rate schedule (Attachment B).

The management plan submitted by Mr. Myat Maung, Manager of Econo-Shuttle, LLC, includes maintenance, communication, and recordkeeping systems and meets the requirements of the Code. All required financial statements and credit references have been submitted and the proposed service standards adequately meet passenger transportation and comfort needs. A background investigation reveals no criminal conviction for the applicant or any corporate officers within five years of the date of the application.

As required by the Code, the applicant has provided disclosure of the terms and conditions regarding the transfer of the certificate. A Purchase Agreement (Attachment C) between Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle and Econo-Shuttle, LLC establishes the acquisition of Passenger Motor Carrier Certificate of Transportation No. 30212 for a total price of $30,000.00.

Jack Osterholt, Deputy Mayor

MEMORANDUM

(Revised)

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

DATE: January 20, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 3(B)(7)

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. 3(B)(7)
1-20-16

RESOLUTION NO. R-13-16

RESOLUTION APPROVING TRANSFER OF CERTIFICATE OF TRANSPORTATION NO. 30212 FROM MANOLITO TOURS & SHUTTLES, INC. D/B/A EXPRESS SHUTTLE TO ECONO-SHUTTLE EXPRESS, LLC TO PROVIDE SPECIAL OPERATIONS SERVICE AS A PASSENGER MOTOR CARRIER

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that in accordance with Chapter 31 of the Code of Miami-Dade County, the transfer of Certificate of Transportation No. 30212 from Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle to Econo-Shuttle Express, LLC to provide special operations service as a passenger motor carrier, is approved. This class of transportation is defined as the transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter, sightseeing, or subscription service, not between fixed terminals or on a regular route.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Sally A. Heyman** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared the resolution duly passed and adopted this 20th day of January, 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. GKS

Gerald K. Sanchez

OFFICIAL FILE COPY
CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

ATTACHMENT A

Memorandum

MIAMI-DADE COUNTY

Date: October 6, 2009

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Agenda Item No. 8(C)(1)(D)

Resolution No. R-1145-09

Subject: Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle application for a transfer of Passenger Motor Carrier Certificate of Transportation No. 30212

RECOMMENDATION
It is recommended that the Board approve the transfer of Passenger Motor Carrier (PMC) Certificate of Transportation No. 30212 from Luca-Malen, Inc. d/b/a Express Shuttle to Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle.

SCOPE
This PMC Certificate of Transportation is countywide, allowing the certificate holder to operate in unincorporated and incorporated areas of Miami-Dade County.

FISCAL IMPACT/FUNDING SOURCE
There is no fiscal impact to the County.

TRACK RECORD/MONITOR
Applicant is a new permit holder; however, the principal of the corporation, Mr. Manuel A. Acosta, has been a licensed taxicab driver since 2003. There is no enforcement history. The Consumer Services Department (CSD) will be responsible for monitoring this company.

BACKGROUND
On February 17, 1981, the Board of County Commissioners adopted Ordinance 81-17, subsequently amended by Ordinance 85-20 on April 16, 1985, which regulates the passenger motor carrier industry in Miami-Dade County under Chapter 31 of the Code of Miami-Dade County.

Section 31-103 (m) of the Code provides the procedures to be followed by Miami-Dade County in processing transfer applications. No certificate may be sold, assigned or transferred to another until the proposed sale, assignment, or transfer has been approved by the Board. In considering the proposed transfer of ownership or control of the certificate, the Board shall determine whether or not said transfer is contrary to the public interest, upon evidence submitted at the September 8, 2009 Government Operations Committee meeting (Attachment A). The Board may approve or refuse to approve said transfer upon such terms and conditions or may reasonably alter, restrict or modify the terms and provisions of such transfer if in the public's interest.

Luca-Malen, Inc. d/b/a Express Shuttle has filed an application to transfer PMC Certificate of Transportation No. 30212 to Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle. Originally issued on December 17, 1996 via Resolution R-1427-96 (Attachment B) to Arise, Inc., then transferred to Luca-Malen, Inc. via Resolution R-1075-01 (Attachment C), PMC No. 30212 authorizes special operations services. This class is defined as transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a

group, including but not limited to charter, sightseeing, or subscription service, not between fixed terminals or on a regular route.

The company is required to adhere to the terms of the resolution, which approved the initial certificate (R-1427-96). Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle, located at 8874 W. Flagler Street, #203, Miami, Florida 33174, seeks to continue providing this class of service by transporting resident and tourist groups to and from various locations throughout Miami-Dade County 24-hours a day, seven days a week. Transportation is required to be pre-arranged at least 24-hours prior to service, using chauffeur driven vehicles with a seating capacity of nine or more, but less than 28 passengers, excluding the driver. The proposed rates are listed on the rate schedule (Attachment D).

The management plan submitted by Mr. Manuel A. Acosta, President of Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle, includes maintenance, communication, and record keeping systems and meets the requirements of the Code. All required financial statements and credit references have been submitted and the proposed service standards adequately meet passenger transportation and comfort needs. A background investigation reveals no criminal conviction for the applicant or any corporate officers within five years of the date of the application.

As required by the Code, the applicant has provided disclosure of the terms and conditions regarding the transfer of the certificate. A Sales Agreement (Attachment E) between Lucan-Malen, Inc. and Manolito Tours & Shuttles, Inc. establishes the acquisition by Manolito Tours & Shuttles, Inc. of PMC Certificate of Transportation No. 30212 for a total price of $10,000.00.

Assistant County Manager

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(C)(1)(D)

10-6-09

RESOLUTION NO. R-1145-09

RESOLUTION APPROVING TRANSFER OF CERTIFICATE OF TRANSPORTATION NO. 30212 FROM LUCA-MALEN, INC. TO MANOLITO TOURS & SHUTTLES, INC. D/B/A EXPRESS SHUTTLE TO PROVIDE SPECIAL OPERATIONS SERVICE AS A PASSENGER MOTOR CARRIER

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that in accordance with Chapter 31 of the Code, the transfer of Certificate of Transportation No. 30212 to Manolito Tours & Shuttles, Inc. d/b/a Express Shuttle to provide special operations service is approved. This class of service is defined as transportation of persons in a motor vehicle to a common destination or series of common destinations where the person may be charged as an individual or as part of a group, including but not limited to charter, sightseeing, or subscription service, not between fixed terminals or on a regular route.

The foregoing resolution was offered by Commissioner Bruno A. Barreiro, who moved its adoption. The motion was seconded by Commissioner Rebeca Sosa and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman aye
Jose "Pepe" Diaz, Vice-Chairman aye

Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of October, 2009. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

GKS

Gerald K. Sanchez

ATTACHMENT B

Departing from M.I.A	Number of Passengers			
	1-4	4-8	8-11	11-14
Miami / Downtown	45.00	75.00	100.00	120.00
Port of Miami	45.00	75.00	100.00	120.00
South Miami Beach	55.00	85.00	110.00	140.00
Key Biscayne	65.00	85.00	100.00	130.00
Dadeland	75.00	90.00	110.00	140.00
North Miami Beach	75.00	90.00	110.00	140.00
Aventura	85.00	95.00	110.00	140.00
Sunny Isle	95.00	100.00	120.00	140.00
Hallandale Beach / Hollywood Beach	100.00	120.00	140.00	160.00
Airport Ft Lauderdale	100.00	120.00	140.00	160.00
Sunrise – Sawgrass	120.00	150.00	150.00	180.00
Port of Fort Lauderdale (Port Everglades)	100.00	120.00	140.00	160.00
Pompano Beach	120.00	160.00	180.00	220.00
Boca Raton	140.00	170.00	200.00	240.00
West Palm Beach	160.00	200.00	240.00	280.00

Departing from Downtown/South Beach	Number of Passengers			
	1-4	5-7	8-11	11-14
Miami International Airport(M.I.A)	45.00	75.00	100.00	120.00
Port of Miami	45.00	60.00	80.00	100.00
Key Biscayne	55.00	75.00	90.00	110.00
Dadeland	65.00	80.00	95.00	120.00

Departing from Downtown/South Beach	Number of Passengers			
	1-4	5-7	8-11	11-14
North Miami Beach	65.00	80.00	95.00	120.00
Aventura	70.00	85.00	100.00	120.00
Sunny Isle	75.00	95.00	110.00	120.00
Hallandale Beach / Hollywood Beach	85.00	100.00	120.00	120.00
Airport Ft Lauderdale	95.00	115.00	130.00	150.00
Sunrise – Sawgrass	110.00	130.00	150.00	170.00
Port of Fort Lauderdale (Port Everglades)	95.00	115.00	130.00	150.00
Pompano Beach	120.00	140.00	170.00	200.00
Boca Raton	140.00	160.00	190.00	220.00
West Palm Beach	150.00	180.00	210.00	250.00

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ATTACHMENT C

PURCHASE AGREEMENT

This agreement is entered into this 6th day of May 2014 by and between ECONO SHUTTLE EXPRESS, a Delaware LLC (hereinafter " Buyer"), and Manuel Acosta d/b/a Express Shuttle, (hereinafter "Seller").

WHEREAS, Seller owns a Passenger Motor Carrier Certificate of Transportation (hereinafter "Certificate") (attached as "Attachment A") issued by Miami-Dade County("County"); and

WHEREAS, Buyer desires to purchase and Seller desire to sell the Certificate; and

WHEREAS, Such transfer of the Certificate requires approval of Miami-Dade County Board of County Commissioners; and

WHEREAS, Seller desires to continue operation of three vehicles under the authority of the Certificate after the Certificate is transferred and assigned to Buyer.

NOW THEREFORE, desiring to be legally bound and in consideration for the mutual undertakings of Buyer and Seller under this agreement, the parties agree to the below terms as follows:

1.ASSINGMENT OF CERTIFCATE. Seller hereby agrees to irrevocably assign and transfer the Certificate to Buyer or to an entity designated by Buyer. Seller shall complete and submit all necessary forms and applications to Miami-Dade County, required to transfer and assign ownership of the Certificate from Seller to Buyer. Buyer will pay all necessary fees and costs associated with the assignment and transfer of the Certificate. Buyer shall provide all documents required for the approval process of the County to Seller in a timely manner after Seller has requested said documents in writing from Buyer. Should Miami-Dade County not approve the assignment of the Certificate this Agreement shall terminate, any funds paid by Buyer to Seller will be returned immediately, and both Parties will have no further duties or obligations under this Agreement.

2. PRICE. The price of the purchase of Certificate shall be Thirty Thousand dollars ($30,000.00). Ten Thousand dollars ($10,000.00) will be paid at the execution of this Agreement. The remaining Twenty Thousand dollars ($20,000.00) will be paid in 2 equal payments of Ten Thousand dollars ($10,000.00). The first payment will be due thirty (30) days and the second payment will be due sixty (60) days.

3. INTERIM OPERATIONS. During the time period between the execution of this Agreement and the County granting approval of the transfer and assignment of the Certificate ("Interim Period"), Seller shall grant a general power of attorney to the person or person(s) designated by Buyer to have full power and authority to undertake and perform any and all tasks pertaining to the operation of the Certificate of Transportation.

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During the Interim Period Seller shall be allowed to operate three vehicles in the same manner as provided for in section 5 of this Agreement.

4. NON-COMPETE. Seller agrees he shall not open, operate, or acquire an ownership equity interest in any corporation, limited liability company, partnership, sole proprietorship, joint venture, or other profit sharing entity or business that operates Passenger Motor Carrier Vehicles in Miami-Dade County. This prohibition shall run for the later of either (i) eighteen (18) months from the execution of this Agreement or (ii) until Seller no longer operates permitted vehicles as provided for in section 5 of this Agreement. Notwithstanding the aforementioned, Seller may form a corporation or limited liability company to operate the permitted vehicles as provided for under section 5 of this Agreement.

5. PERMITS FOR VEHICLES. Seller shall be allowed to operate three permitted vehicles under the authority of the Certificate after it is assigned to Buyer. If these vehicles are denied permits, or the permits for the vehicles are revoked or denied renewal by Miami-Dade County, Seller must notify Buyer in writing of such event. Seller will be responsible for any costs associated with the permits of the permitted vehicles, including, but not limited to, any Miami-Dade County permit fee, any maintenance required to maintain the working and safety condition of the vehicle required by Miami-Dade County for a permit, insurance for the vehicle at minimums required by Miami-Dade County, and any penalties or fines assessed by Miami-Dade County as a result of Seller's operation of the permitted vehicles or Seller's violation of Chapter 31 Article III of the Miami-Dade Code of Ordinances or any other applicable law. Seller must at his own costs replace all commercial markings on the permitted vehicles with the approved markings of Buyer. Seller must adhere to the policies and procedures of Buyer's fleet operations. Seller shall the right to retain all gross receipts earned from the operation of the permitted vehicles. For the initial three (3) years ("Initial Period") after the Certificate has been assigned Seller shall operate the permitted vehicles without any fee owed to Buyer. At anytime thereafter Buyer may impose a licensing fee of one hundred dollars ($100.00) a month for the operation of the permitted vehicle. After the initial period, either party may terminate this Agreement by providing written notice at least one hundred and eighty days (180) before the date of termination.

6. WARRANTS AND REPRESENTATIONS. Seller warrants the following:

a) Seller shall act in good faith and with due diligence in the request of approval from Miami-Dade County for the transfer and assignment of the Certificate.

b) There are no outstanding complaints, claims, government proceedings or causes of action; or potential complaints, claims, government proceedings or causes of action arising from or related to Seller's use of, or ownership of the Certificate.

c) The Certificate is up-to-date and in good standing with Miami-Dade County, and there are no pending fines or penalties or potential fines or penalties related to the Certificate.

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7. DEFAULTS. The occurrence of one or more of the following events or conditions shall constitute a default of Seller under this Agreement:

a) Making any false warranty or representation.
b) Failing to use best efforts to obtain approval from Miami-Dade County for the transfer and assignment of the Certificate.
c) Violating any Safety Regulation or Rules of Operation as proscribed under Chapter 31 Article III of Miami-Dade County Code of Ordinances.
d) Being assessed any fine or penalty by Miami-Dade County.
e) Abandonment of any permitted vehicle.
f) Causing any permitted vehicle to be impounded by the Miami-Dade County Police Department.
g) Allowing any of the permitted vehicles to be driven by a person who has not obtained a chauffeur's registration.
h) Operating any permitted vehicle in a manner that violates Chapter 31 Article III of Miami-Dade County Code of Ordinances, regardless if the County seeks enforcement.
i) Operating a vehicle without a permit.
j) Violating the policies and procedures of Buyer's fleet operations.
k) Any other breach of the terms and conditions of this Agreement.

The following occurrence shall constitute a default of Buyer under this Agreement:

a) Failure to remit payment to Seller as provided for in this Agreement.
b) Any other breach of the terms and conditions of this Agreement.

8. REMEDIES. Upon the occurrence of any default or breach of this Agreement, and at any time thereafter, the non-defaulting party shall be entitled to all of its rights and remedies allowed hereunder and allowed by law. In the event of default by Seller, Buyer's rights shall include, without limitation; the right to terminate this Agreement, the right to terminate Seller's right to operate permitted vehicles, and the right to seek equitable relief and remedy as described below. In the event of default by Buyer, the right to terminate this Agreement, and the right to seek equitable relief and remedy as described below.

All rights and remedies available shall be cumulative and the pursuit of any one or more rights or remedies shall not be a waiver of the pursuit of any other rights or remedies. Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of the right to subsequently enforce such provision or any other provision of this Agreement.

The parties agree that irreparable damage would occur and that the non-defaulting party may not have any adequate remedy at law in the event that any of the provisions of this Agreement were not performed in accordance with their specific terms or were otherwise breached. It is accordingly agreed that either party shall be entitled to an injunction or injunctions or specific performance to prevent breaches of this Agreement and to enforce specifically the terms and provisions of this Agreement. This remedy will

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be in addition to any and all other remedies which may be available hereunder or allowed by the law.

9. PORT ACCESS FEES. During the Interim Period Seller shall maintain the toll accounts for access to Port of Miami and Miami Airport (the "accounts") in Seller's name. Buyer will pay to Seller all amounts accrued on the accounts related to vehicles operated by Buyer accessing the Port of Miami and Miami Airport. Upon transfer and assignment of the Certificate from Seller to Buyer, Seller shall transfer the accounts to Buyer's name. Seller will pay to Buyer all amounts accrued on the accounts related to the Permitted Vehicles operated by Seller accessing the Port of Miami and Miami Airport.

10. NOTICE. Unless otherwise proscribed in this agreement, all notice required by and pertaining to this agreement, or any communications required by or pertaining to this agreement shall be made through at least of the following mediums:

For Buyer
Mailing Address: 200 S. Biscayne Blvd 4000 Miami, FL 33131
Email: Zachariah@EvangelistaLawFL.com

For Seller
Mailing Address: 9551 Fontainebleau Blvd APT 307, Miami, FL 33172
Email: ExpressShuttle@yahoo.com

11. INSURANCE. Seller shall procure and maintain in full force and effect for as long as Seller operates any permitted vehicle as provided for under this Agreement insurance coverage, at minimum, as proscribed by Chapter 31 Article III of the Miami-Dade County. Buyer shall be named as additional insured.

12. ASSUMPTION OF LIABILITIES. Buyer shall not assume any liabilities of Seller or any liabilities related to any event, action, occurrence, or non-action, non-event, or non-occurrence related to the Certificate that occurred or should have occurred prior to the transfer and assignment of the Certificate.

13. INDEMNIFICATION. Seller agrees to defend, indemnify, and hold harmless Buyer and its respective directors, officers, employees, agents, assigns, insurers, and subcontractors from and against any and all losses, claims, damages, liabilities, costs and expenses (including, without limitation, attorneys fees and expenses) resulting from, arising out of or incurred with respect to any act or omission by Seller or any of it's employees or agents in connection with this Agreement, including, but not limited to Seller's operation of the permitted vehicles as proscribed under provision 5 of this Agreement.

14. SEVERABILITY. The Parties agree that each covenant of this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant contained herein is held unreasonable or unenforceable by a

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court or agency having valid jurisdiction, such provisions shall be deemed severed from this agreement, and all provisions not held unreasonable or unenforceable shall be deemed to have full force and effect as granted by this Agreement.

15. AMENDMENT. Both parties must consent to any change to this Agreement in writing before it is to become effective.

16. CHOICE OF LAW. The parties agree that this agreement shall be deemed to have been entered into in, and shall be governed by and construed in accordance with the laws of the State of Florida.

17. COUNTERPARTS. This Agreement may be executed in counterparts as long as each page is initialed and dated and the Parties exchange their executed counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

18. VENUE. The Federal and State Courts of the State of Florida shall have exclusive jurisdiction over any disputes arising under the terms of this Agreement.

19. MERGER. This Agreement constitutes the entire understanding between the parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the parties, with respect to the subject matter hereof.

20. WAIVER. Any failure by either party to enforce any breach or default under this agreement shall not be deemed as a waiver of prior or subsequent default or breach of the same or other provisions of this agreement.

21. ATTRONEY'S FEES AND COSTS. In the event a dispute relating to this contract arises, whether settled through litigation or mediation the prevailing party will be entitled to recover all attorney's fees and costs from the non-prevailing party. The term "prevailing party" includes a party that prevails through any dismissal issued by a court even if the case is not decided on the merits.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date first written above.

BUYER	SELLER
M. T. MAUNG	Manuel Acosta
Date 5-6-2014	Date 5-6-2014