

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 17<sup>th</sup> day of March, 2014, by and between

### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

### SALUD SERVICES, INC.

#### D/B/A ENDEAVOR BUS LINES

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
7915 N.W. 5<sup>th</sup> Court  
Miami, Florida 33150

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 14-045V – Motor Coach Transportation Services (hereinafter referred to as "RFP"), dated October 10, 2013 and amended by Addendum No. 1, dated October 23, 2013, Addendum No. 2, dated October 25, 2013 and Addendum No. 3, dated November 13, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for motor coach transportation services; and

**WHEREAS**, VENDOR submitted a proposal in response to the RFP and proposal is incorporated by reference herein; and

**WHEREAS**, SBBC is desirous of obtaining the services by VENDOR for providing extra-curricular transportation services to transport students, staff, chaperones, advisors, etc. to and from athletic and scholastic events, field trips and grad night; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **June 1, 2014** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

### ARTICLE 3 – GENERAL CONDITIONS

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein regarding indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the date first above written.

#### FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

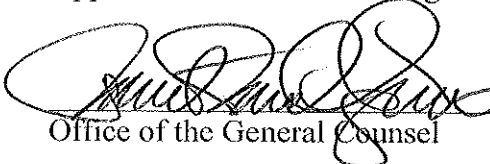
By

  
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 01/22/14  
Office of the General Counsel

**FOR VENDOR**

(Corporate Seal)

SALUD SERVICES, INC.  
D/B/A ENDEAVOR BUS LINES

ATTEST:

[Signature]  
\_\_\_\_\_, Secretary  
-or- President

By Michael Amador

[Signature]  
\_\_\_\_\_  
Witness

Ronda Madison  
\_\_\_\_\_  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

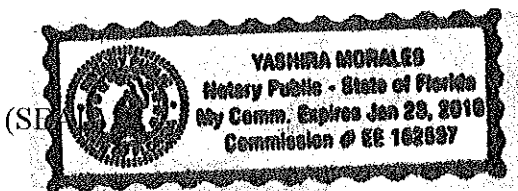
STATE OF Florida

COUNTY OF Dade

The foregoing instrument was acknowledged before me this 10 day of January, 2014 by Michael Amador of Salud Services Inc D/B/A Endeavor Bus Lines on behalf of the corporation/agency.  
Name of Person  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as  
identification and did/did not first take an oath. \_\_\_\_\_  
Type of Identification

My Commission Expires:



Yashira Morales  
\_\_\_\_\_  
Signature - Notary Public

Yashira Morales  
\_\_\_\_\_  
Printed Name of Notary

EE 162537  
\_\_\_\_\_  
Notary's Commission No.

## AGREEMENT

THIS AGREEMENT is made and entered into as of this 7<sup>th</sup> day of March, 2014, by and between

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA**

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

**SIMPLY THE BEST CHARTERS, INC.**

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
5579 Coconut Boulevard  
Royal Palm Beach, Florida 33411

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 14-045V – Motor Coach Transportation Services (hereinafter referred to as "RFP"), dated October 10, 2013 and amended by Addendum No. 1, dated October 23, 2013, Addendum No. 2, dated October 25, 2013 and Addendum No. 3, dated November 13, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for motor coach transportation services; and

**WHEREAS**, VENDOR submitted a proposal in response to the RFP and proposal is incorporated by reference herein; and

**WHEREAS**, SBBC is desirous of obtaining the services by VENDOR for providing extra-curricular transportation services to transport students, staff, chaperones, advisors, etc. to and from athletic and scholastic events, field trips and grad night; and

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

### ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **June 1, 2014** and conclude on **June 30, 2017**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended of two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Supply Management & Logistics Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

**FOR SBBC**

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By

  
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel

01/17/14

**FOR VENDOR**

(Corporate Seal)

SIMPLY THE BEST CHARTERS, INC.

ATTEST:

By James A. Bean  
JAMES A. BEAN, PRES.

\_\_\_\_\_, Secretary

-or-

Cathy A. Bean  
Witness

MB  
Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF FLORIDA

COUNTY OF PAUM BEACH

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of JANUARY, 2014 by JAMES A. BEAN of Simply The Best Charters, Inc.  
Name of Person  
Name of Corporation or Agency

He/She is personally known to me or produced \_\_\_\_\_ as identification and did/did not first take an oath.

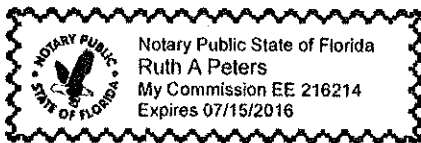
Type of Identification

My Commission Expires: 7/15/2016

Ruth A. Peters  
Signature – Notary Public

Ruth A. Peters  
Printed Name of Notary

(SEAL)



EE 216214  
Notary's Commission No.

## AGREEMENT

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### THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),  
a body corporate and political subdivision of the State of Florida,  
whose principal place of business is  
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

### SOUTHERN BUS LINES, INC.

(hereinafter referred to as "VENDOR"),  
whose principal place of business is  
815 N. Homestead Boulevard #418  
Homestead, Florida 33030

**WHEREAS**, SBBC issued a Request for Proposal identified as RFP 14-045V – Motor Coach Transportation Services (hereinafter referred to as "RFP"), dated October 10, 2013 and amended by Addendum No. 1, dated October 23, 2013, Addendum No. 2, dated October 25, 2013 and Addendum No. 3, dated November 13, 2013 of which are incorporated by reference herein, for the purpose of receiving proposals for motor coach transportation services; and

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**FOR SBBC**


(Corporate Seal)

THE SCHOOL BOARD OF BROWARD  
COUNTY, FLORIDA

By

  
Patricia Good, Chair

ATTEST:

  
Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

  
Office of the General Counsel



**FOR VENDOR**

(Corporate Seal)

ATTEST:

SOUTHERN BUS LINES, INC.

By *[Signature]*

\_\_\_\_\_, Secretary

-or-

Witness

Witness

**The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.**

STATE OF Florida

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 13 day of January, 2014 by Thomas Edward Fryer Jr of Southern Bus lines, Inc  
Name of Person  
Name of Corporation or Agency

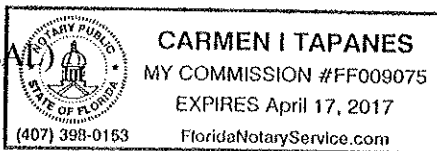
He/She is personally known to me or produced DL # 660-85-603840 as identification and did/did not first take an oath.  
Type of Identification

My Commission Expires:

*[Signature]*  
Signature - Notary Public

Carmen I Tapanes  
Printed Name of Notary

(SEAL)



FF009075

Notary's Commission No.