

# Village Of Tequesta

## Parks & Recreation Department

**Date:** 12/18/17  
**To:** **Michael Couzzo, Village Manager**  
**Cc:** Lori McWilliams, Village Clerk  
**From:** Greg Corbitt, Director of Parks & Recreation  
**RE:** Molley's Trolleys Agreement for Tequesta Fest

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I respectfully present the following memorandum to the Village Manager.

The Village asked Molley's Trolleys to perform transportation services for Annual Tequesta Fest.

Attached is an executed contract.

The cost is: \$1,980.00

# Molly's Trolleys

## of West Palm Beach

800 23rd Street  
West Palm Beach, FL 33407  
Ph: (561) 838-9511  
Fax: (561) 838-9512

## HOURLY RATE AGREEMENT

Date Requested: Saturday, November 25, 2017

Hours Requested: 10:30am to 7:30pm

"Hours Requested" includes garage to garage time.

Today's Date: 7/31/2017

### Client Information

Client Number: CE - 17072

Cell:

Work: (561) 768-0476

Village of Tequesta

Wendy Schmidt

399 Seabrook Road

Tequesta FL 33469

### Additional Notes

\*Each Trolley seats 30, is enclosed & A/C!  
\*10% Repeat Client Discount!  
Even though no deposit due- Cancel policy as  
listed below- still in full effect.

Service Description: Event Shuttling -2 Trolleys

Scheduled Itinerary: *\*Tentative Timing-May Move up or back!*

10:30-11am- 2 Trolleys travel from WPB Lot to Tequesta

11am- 2 Trolleys arrive @ Stage Location - Check In

11-11:50am- Drivers to run route & put up signs

11:55am-6:30pm- 2 Trolleys Shuttle as directed

6:40-7pm- Finish up & pick up signs

7-7:30pm - 2 Trolleys return to WPB Lot

Hrs-10:30am-7:30pm=9 hrs=\$1,100-10%=\$990/Trolley

\$990 x 2 Trolleys=\$1,980-All Inclusive! No Deposit Due

We will bill you for FULL AMOUNT after the event.

2017 Shuttling Rates applied

Hourly Rate: \$122.22

# of Hours: 9

Cost per Trolley: \$1,100.00

# of Trolleys: 2

Subtotal: \$2,200.00

Add Expense: \$0.00

Less Discount: \$220.00

### The Fine Print

Estimated Total Due: \$1,980.00

Deposit Requested: Please remit due to reserve your event.

**Cancellation Policy:** In the event contracted service is not required the customer is responsible for a \$250 cancellation fee (per trolley) provided written notice is given 30 business days before Event Date. If < than 30 business days written notice is given, customer is responsible for Half of Estimated Total Due (per trolley). If < than 14 business days written notice customer responsible for 2/3rds of Est Total Due (per trolley). If <than 3 days written notice, payment due in full.

**Additional Charges Policy:** Customer acknowledges that contract is based upon a contracted time frame. On the day of the event, if your actual service extends beyond the scheduled itinerary and the appropriate Molly's Trolleys representative has been contacted, the customer will be responsible for additional charges to accrue beginning one hour after the original time agreed upon. If customer does not contact our representative to adjust the return time, the customer is responsible for additional charges beginning immediately after the contracted return time. Additional charges are determined on 1/2 hour increments.

**Promise to Consumer:** Molly's Trolleys maintains our vehicles on a strict schedule in accordance with manufacturer's specifications, and we expect them to operate smoothly for every event. However, should contracted service be interrupted due to an unforeseen mechanical failure, an Act of God, or any other reason, Molly's Trolleys will provide a similar vehicle or bus to complete the scheduled itinerary.

I accept the above items.

Village of Tequesta

By: James Weiland

Acting Village Manager

Molly's Trolleys of West Palm Beach

By: Molly Stahlman, Molly's Trolleys

PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT [Imcwilliams@tequesta.org](mailto:Imcwilliams@tequesta.org), OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.**