

COPY

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

AGENCY FOR COMMUNITY TREATMENT SERVICES, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

AGENCY FOR COMMUNITY TREATMENT SERVICES, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

AGENCY FOR COMMUNITY TREATMENT SERVICES, INC., a Florida, not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the

service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents

relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation

disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the

basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions

of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting

requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.

- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4
NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

AGENCY FOR COMMUNITY TREATMENT SERVICES, INC.
Attn: Darrell W. Manning
4612 North 56th Street
Tampa, Florida 33610

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court

costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6 MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act

as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

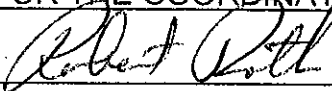
6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, 2004, and AGENCY, signing by and through its Executive Director, duly authorized to execute same.

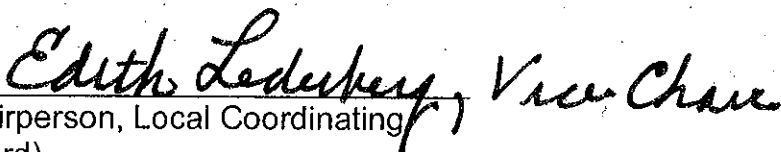
FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

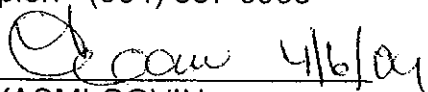
Signed this 13 day of April, 2004

REVIEWED AND RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  4/6/04

YASMI GOVIN
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE
COMMUNITY TRANSPORTATION COORDINATOR AND AGENCY FOR
COMMUNITY TREATMENT SERVICES, INC. FOR TRANSPORTATION
DISADVANTAGED SERVICES

FOR THE AGENCY:

WITNESSES:

Harold W. Manning

Cheryl Deacon

Betty Morris

John Marrocco

John Marrocco
Printed Name

Signed the 31 day of March, 2004.

(SEAL)

YYG:dmv
CoorAgmt.CommTreatCtr
03/18/04

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

2. Days and Hours of Service :

*Service will NOT be provided on : (Holidays and other days)

3. Vehicle Inventory Listing : (attach if necessary)

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, aid kits, radio communication, securement devices, etc...)
first

5. Driver Qualifications and Training Requirements :

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the

registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

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ACHIEVEMENT AND REHABILITATION CENTERS, INC

for

TRANSPORTATION DISADVANTAGED SERVICES

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AND

ACHIEVEMENT AND REHABILITATION CENTERS, INC, a Florida not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to

develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal,

inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211,

Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35,

which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2
COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

Achievement And Rehabilitation Centers, Inc.
Attn: Dennis Haas, CEO
10250 N.W. 53rd Street
Sunrise, Florida 33351

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of

this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this

Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

FOR THE COORDINATOR:

Robert Roth, Director,
Division of Mass Transit

Signed this ____ day of _____, 2000.

REVIEWED and RECOMMENDED BY:

(Chairperson, Local Coordinating
Board)

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
CAROL S. WOLFF
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND ACHIEVEMENT AND REHABILITATION
CENTERS, INC FOR TRANSPORTATION DISADVANTAGED SERVICES

FOR THE AGENCY:

WITNESSES:

, Secretary

Vice President / President

Printed Name

Signed this ____ day of _____, 2000.

(SEAL)

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

2. Days and Hours of Service :

*Service will NOT be provided on : (Holidays and other days)

3. Vehicle Inventory Listing : (attach if necessary)

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

5. Driver Qualifications and Training Requirements :

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

ARCHBISHOP HURLEY HALL, INC.

& ST. JOSEPH TOWERS, INC.
for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

ARCHBISHOP HURLEY HALL, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

ARCHBISHOP HURLEY HALL, INC., a Florida not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to

develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal,

inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211,

Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35,

which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

- 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
- 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

Archbishop Hurley Hall, Inc.
Attn: Tere Spring, CHM Administrator
632 NW 1st Street
Hallandale, Florida 33009

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of COORDINATOR. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 8th day of August, 2000.

REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

Joseph Varsallone

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
CAROL S. WOLFF
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND ARCHBISHOP HURLEY HALL, INC. FOR
TRANSPORTATION DISADVANTAGED SERVICES

WITNESSES:

[Signature]
Secretary

[Signature]
Lulley Valdivia

FOR THE AGENCY:

[Signature]
Vice President / President

Mark Quinlivan
Printed Name

Signed this 22 day of May, 2000.

(SEAL)

CSW:cb
coorcont.NP
#98-114.09
04/14/00



CATHOLIC HOUSING MANAGEMENT

ARCHBISHOP HURLEY HALL

632 N.W. 1st Street

Hallandale, Florida 33009

(954) 454-0855

ATTACHMENT 1

1. Service is provided for our residents who are ambulatory and also in wheelchairs.
2. Service is provided only during our regular staff working hours, Monday - Friday, 8 AM - 5 PM. Weekends on special occasions.
3. This is our only vehicle.
4. Equipment includes, A/C, grab rails, wheel chair lift, first aid kit, seat belts.
5. Our drivers are Florida licensed, some have chauffeur licenses, all are listed on our Auto Insurance Policy.
6. Client fare is \$1.00.
7. A log of each trip is recorded, funds are deposited monthly.

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

2. Days and Hours of Service :

*Service will NOT be provided on : (Holidays and other days)

3. Vehicle Inventory Listing : (attach if necessary)

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

5. Driver Qualifications and Training Requirements :

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.



Community Services Department
Mass Transit Division
PARATRANSIT SERVICES SECTION
3201 W. Copans Road
Pompano Beach, FL 33069

(954) 357-6794 • FAX (954) 357-8345

August 24, 2000

Attn: Tere Spring
St. Joseph Towers
3475 NW 30th Street
Lauderdale Lakes, Florida 33069

Dear Transportation Provider:

Enclosed you will find a copy of the "Coordination Contract" between your agency and Broward County Board of Commissioners for the coordination of transportation disadvantaged services, as required by Chapter 427 of the Florida Statutes. The contracts have been fully executed and all necessary signatures have been obtained. The enclosed copy is for your agency.

Thank you for your time and cooperation in these matters.

Sincerely,

Raymond G. Borlie, Program Manager
Community Transportation Coordinator

Enclosures
RGB/ng

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

BARC HOUSING, INC

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

BARC HOUSING, INC

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

BARC HOUSING, INC, a Florida not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to

develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal,

inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211,

Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35,

which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

BARC Housing, Inc.
Attn: Dennis Haas, CEO
10250 N.W. 53rd Street
Sunrise, Florida 33351

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of

Attachment I
Agency Service Description
Responses

1. Type of Service:
 1. BARC Housing provides community intermediate care for individuals with developmental disabilities. The individuals who reside at BARC are ambulatory and would only require a wheelchair for temporary use in the event of an accidental injury.
2. Days and Hours of Service:
 2. BARC Housing provides services 365 days per year, 24 hours per day.
3. Vehicle Inventory Listing:
 3. See Attached.
4. Vehicle Equipment Standards:
 4. All vehicles are equipped with the following items:
 - Air Conditioning
 - Fire Extinguisher
 - First Aid Kits
 - Nextel Phones
 - Seat Belts
5. Driver Qualifications and Training Requirements:
 5. All Drivers are trained and possess a Class D operating license.
6. Agency's Fare Structure:
 6. N/A
7. Billing/Invoicing/Reimbursement Procedures:
 7. N/A

BARC Vehicle List

Vehicle No.	Year	Make	Type	VIN	Tag	Obtained	DOT Control #	Location
17	2000	Ford	8 Passenger	1FMRE11W4YHA20925	A97FGV	County	N/A	BARC
18	2000	Ford	8 Passenger	1FMRE11W4YHA29804		County	N/A	BARC
52	94	Dodge	15 Passenger	2B5WB35Z2RK583155	X39144		89432	BARC
54	94	Dodge	15 Passenger	2B5WB35Z8RK583158	X53414		89435	BARC
3	96	Ford	Aerostar (w)	1FMCA1U9TZA69489	X48220	Leased	N/A	BARC (Dr. Apt., etc)

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

BROWARD CHILDREN'S CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

BROWARD CHILDREN'S CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

BROWARD CHILDREN'S CENTER, INC., a Florida, not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
 - 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle

insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2
COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hours' notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4
NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

BROWARD CHILDREN'S CENTER, INC.
Attn: Marjorie Evans
200 SE 19th Avenue
Pompano Beach, Florida 33060

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

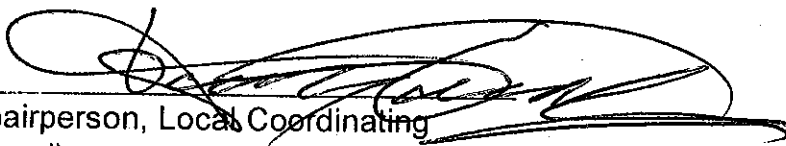
FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 8th day of August, 2000.

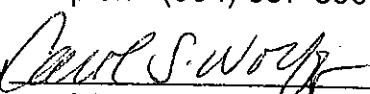
REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

Joseph Varsallone

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 

CAROL S. WOLFF
Assistant County Attorney

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service: *This organization provides both ambulatory and wheelchair accessible transportation for children with disabilities.*
2. Days and Hours of Service: *The majority of usage is from 6:30 a.m. to 5:00 p.m., Monday through Friday for preschool transportation, therapy services, doctor appointments and field trips. Vehicles are also used on evenings and weekends for resident field trips and on Saturdays to transport community-based children to therapy services.*

**Service will NOT be provided on: Preschool transportation is provided per the Broward County School Board schedule. Transportation for recreational purposes may occur any day of the year.*
3. Vehicle Inventory Listing: *See attached.*
4. Vehicle Equipment Standards: *Air conditioning, fire extinguishers, first aid kits, cell phones, securement devices.*
5. Driver Qualifications and Training Requirements: *All drivers must have a CDL-P License, which requires a written and driving test. We conduct an MVP Report through our insurance company, which further determines eligibility.*
6. Agency's Fare Structure: *This organization receives reimbursements from the Department of Education, Children's Diagnostic and Treatment Center and Medicaid. Transportation clients do not pay a fare for services.*
7. Billing/Invoicing/Reimbursement Procedures: *Transportation Full Time Equivalency (FTE) Reports are submitted monthly to the Department of Transportation, Children's Diagnostic and Treatment Center and Medicaid.*

Name of Applicant Organization: Broward Children's Center Date Completed: 5/11/00

Model Year	Vehicle Make and Type	FDOT Control No. or VIN No.	W/C Equip.	Avg. Miles Per Year	Current Mileage	Anticipated Retire Date	Other Transportation Equipment *	Source Funded by
*93	Ford Van	IFBJS31K3PHB82250	No	12,000	90,355	2002	Cell Phone	BCC General Operating Funds
98	Collins Bus	IFDXE47F22WHB90794	Yes	12,000	15,600	2002	"	"
98	Collins bus	IFDXE47F6WHB90796	Yes	12,000	14,567	2002	"	"
97	Dodge Van	2B5WB3528VK592632	Yes	2,600	15,230	2005	"	"
*92	Ford Econo Van	IFBJS31H9NHA18479	No	12,300	104,330	1999	"	"
94	Dodge Van	2B5WB35Z8RK173542	No	12,000	77,455	1999	"	"
94	Dodge Van	2B5WB35Z7RK114904	No	15,000	89,586	2002	"	"
*95	Ford/Goshen Bus	IFDKE30G6SHA92062	Yes	15,000	83,036	2000	"	"
98	Collins bus	IFDXE4TFEWHB90795	Yes	11,000	21,812	2002	"	"
99	Collins Bus	IFDXE47FIXHA25157	Yes	16,000	17,080	2002	"	"
97	Dodge Van	235WB3525VK592636	Yes	1,000	14,800	2005	"	"
99	Chry. Town & Country	IC4GP6467XB599432	Yes	20,000	22,875	2009	"	"
TOTAL # Vehicles:		Continue to next page						

NOTE: Identify the vehicle(s) that would be replaced with this or other grants by placing * next to the model year

*To include computers, copiers, printers, communication systems, etc. Computerized inhouse inventory is acceptable.

➡ Other Equipment, including computers, copiers and printers are also used for non-transportation purposes and thus are not considered in the category of "other transportation equipment".

Name of Applicant Organization: Broward Children's Center Date Completed: 5/11/00

Model Year	Vehicle Make and Type	FDOT Control No. or VIN No.	W/C Equip.	Avg. Miles Per Year	Current Mileage	Anticipated Retire Date	Other Transportation Equipment *	Source Funded by
99	Ford Bus	1FDXE4056XHA75821	Yes	12,000	11,970	2003	Cell Phone	Ordered from FVPP CA97-04 Contract for 1999 80% Federal 10% State 10% BCC Operating Funds
Total # Vehicles: 13								

NOTE: Identify the vehicle(s) that would be replaced with this or other grants by placing * next to the model year

*The 13 vehicles include:
 154 student seats and 20 wheelchair positions. Two additional section 5310 buses will be received during the summer of 2000, which will add 30 student seats and four wheelchair positions. The two buses that will be received in 2000, will partially replace four leased non-paramedical vans, one paramedical van and one paramedical bus that were taken out of service over the past year.

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

CEREBRAL PALSY ADULT HOME, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

CEREBRAL PALSY ADULT HOME, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

CEREBRAL PALSY ADULT HOME, INC., a Florida not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to

develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal,

inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211,

Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35,

which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

Cerebral Palsy Adult Home, Inc.
Attn: Marsha Linville
1405 NW 10th Street
Dania, Florida 33004

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of COORDINATOR. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of

this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this

Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

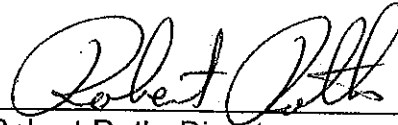
6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 8th day of August, 2000.

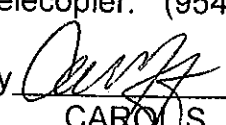
REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating Board)


Joseph Varsallone

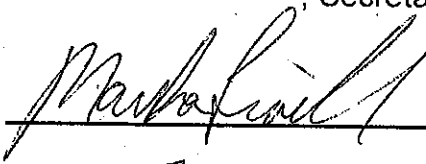
Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
CAROL S. WOLFF
Assistant County Attorney

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND CEREBRAL PALSY ADULT HOME, INC. FOR
TRANSPORTATION DISADVANTAGED SERVICES

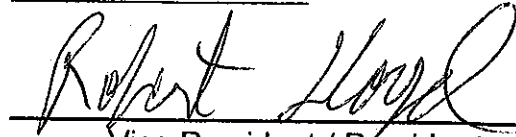
WITNESSES:


Secretary





FOR THE AGENCY:


Vice President / President

ROBERT LLOYD
Printed Name

Signed this 10 day of MAY, 2000.

(SEAL)

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

Wheelchair / Ambulatory

2. Days and Hours of Service :

24 hours - 7 days a week. Service provided on all days.

*Service will NOT be provided on : (Holidays and other days)

3. Vehicle Inventory Listing : (attach if necessary)

See attached

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

All safety equipment, air conditioning, first aid kit, fire extinguishers, wheelchair tiedowns.

5. Driver Qualifications and Training Requirements :

Must have a commercial drivers license and good driving record.

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

No fares are charged.

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

No billing or invoicing is done.

CEREBRAL PALSY ADULT HOME, INC.
1405 N.W. 10TH STREET
DANIA, FL 33004

VEHICLE INVENTORY

Year	Make	Serial Number	License #	DOT #
1990	Dodge/Van	2B7KB31Z2LK748026	X48210	88444
1999	Ford/Bus	1FDXE40FGXHB57297	X54848	93446

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SAMUEL M. & HELENE SOREF JEWISH COMMUNITY CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SAMUEL M. & HELENE SOREF JEWISH COMMUNITY CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

SAMUEL M. & HELENE SOREF JEWISH COMMUNITY CENTER, INC., a Florida, not-for-profit Corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the

service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents

relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation

disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the

basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions

of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting

requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
 - 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
 - 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
 - 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.

3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4
NOTICE AND CONTACT

4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Althia Ellis, Community Transit Officer
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

Samuel M. & Helene Soref Jewish Community Center Perlman Family Campus
Donald Graw, Executive Director
6501 West Sunrise Boulevard
Plantation, FL 33313
Ph. 954-792-6700

4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all

claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6 MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act

as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Attachments are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

Multiple originals of the Amendment may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of the Office of Transportation, authorized to execute same by Resolution adopted on the _____ day of _____, _____, and AGENCY, signing by and through its Executive Director, duly authorized to execute same.

FOR THE COORDINATOR:

Chris Walton, Director
Office of Transportation

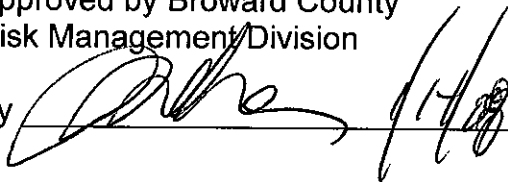
Signed this _____ day of _____, 20__

REVIEWED AND RECOMMENDED BY:

Printed Name: _____
Title: Chairperson, Local Coordinating Board

Insurance requirements
Approved by Broward County
Risk Management Division

By _____



Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____



Purvi A. Bhogaita
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE
COMMUNITY TRANSPORTATION COORDINATOR AND SAMUEL M. & HELENE
SOREF JEWISH COMMUNITY CENTER, INC. FOR TRANSPORTATION
DISADVANTAGED SERVICES

FOR THE AGENCY:

SAMUEL M. & HELENE SOREF JEWISH
COMMUNITY CENTER, INC.

WITNESSES:

Helebe Behar

[Signature]

[Signature]

Donald Graw, Executive Director
Printed Name

Signed the 8th day of January, 2008

(SEAL)

PAB:dmy
12/11/07
sorefjewishctr-coordagmt.doc

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written descriptions of the following areas which apply to your agency's transportation service.

1. Type of Service: (ambulatory, wheelchair, stretcher)

The current JCC vehicle fleet provides only basic transportation and does not have accommodations for ambulatory, wheelchair, or stretcher capability.

The JCC currently operates (2) 15-pax buses and (1) 14-pax van at its Northwest Coral Springs location. These vehicles are primarily used to:

- Transport children daily from (4) local elementary schools to the JCC for after school programming including special needs children
- Transport children on non-school days to various field trip locations for age appropriate activities
- Transport children daily during summer camp (8) week session for educational and recreational field trips including swim instruction
- Transport seniors for various adult programs weekly

The JCC has (1) 1994 model 14-pax van available at the main campus in Plantation that is primarily used to transport children daily from local elementary schools to the JCC for after school programming.

The JCC has applied for a Section 5310 vehicle through the Florida Department of Transportation to obtain a 33' diesel bus with **wheelchair lift**, (1) wheelchair position and approximately 34 seats. This vehicle will enable elderly persons within the local community to attend JCC senior programs (ie. lectures, performances, bingo, theatre, field trips, etc.) that otherwise are unable to attend due to cost or disability. The vehicle will also enable the JCC children's programs (ie. after school and summer camp) to be more accessible to children with developmental disabilities.

2. Days and Hours of Service:

The vehicle to transport the transportation disadvantaged will be in service daily from 10:00a.m. til 5:00p.m. Monday – Friday and extensively used Saturday evenings for transport to elderly programs. While the aforementioned reflects the normal service, the vehicle will also be used for special events and field trips that may occur anytime during the week.

Service will NOT be provided on Federal Holidays, Rosh Hashanah, Yom Kippur and Passover.

3. Vehicle Inventory Listing: (vehicle is pending grant approval by FDOT)

4. Vehicle Equipment Standards:

The vehicle requested will have air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, a wheel chair lift and wheelchair position, and any other safety equipment necessary to meet Florida statutes, ADA requirements and/or local regulations.

5. Driver Qualifications and Training Requirements:

Drivers will have to comply with all DMV regulations that entail having a Class B CDL license. Drivers will need to show evidence of experience and will be subject to periodic background checks and drug/alcohol testing.

Periodic training will be performed by third party licensed CDL training schools located in South Florida.

6. Agency's Fare Structure: (client fares, subcontractor reimbursement, eligibility)

The JCC's transportation charge is typically included in the overall price to attend the program (ie. senior program, after school, camp, etc.). Since the JCC is a 501 (C3) nonprofit agency, the JCC does not include a mark-up for its transportation services. In the case of special events or field trips, the JCC typically discloses the cost for the transportation which ranges from \$5 - \$20 per round trip depending upon the distance incurred.

7. Billing/Invoicing/Reimbursement Procedures:

The JCC has a state-of-the-art computer system to maintain a passenger/trip data base. The JCC also uses Peachtree Accounting Software that has a detailed chart of accounts to accommodate all transportation disadvantaged accounting and reporting. Reports will be generated regularly and meet all requirements of the Coordination Agreement.

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer points shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID: T3
REV: 10

DATE (MM/DD/YYYY)
01/04/08

PRODUCER
Programs
 Sterling & Sterling, Inc.
 P.O. Box 9017
 Woodbury NY 11797-2002
 Phone: 516-487-0300 Fax: 516-487-0372

INSURED
 Samuel M. & Helene Soraf
 Jewish Community Center, Inc.
 6501 West Sunrise Blvd.
 Plantation FL 33319

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Alternative Insurance	
INSURER B: Zurich American Ins. Co.	16535
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

RISK CODE / LTR / NBR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CPO3888882-00	10/01/07	10/01/08	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$50,000 MED EXP (ANY ONE PERSON) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$1,000,000 EEL 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PER-ISO <input type="checkbox"/> LOC <input type="checkbox"/>				
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	BAP3433390	10/01/07	10/01/08	COMBINED SINGLE LIMIT (EA ACCIDENT) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA AGG \$ AGG \$
	DAMAGE LIABILITY ANY AUTO				
	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> PRODUCTS RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
H	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC3764315-00	10/01/07	10/01/08	NO STATUTE LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYER \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
	Commercial Applic Commercial Appli				

Approved: *[Signature]*
 Risk Management Division
 Dawn Mehler
 Risk Insurance
 Requirements Manager

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is included as additional insured to all insurance policies covering vehicles (to be determined) transporting the transportation disadvantaged.

CERTIFICATE HOLDER
 Broward County Board of
 County Commissioners
 Risk Mgmt Division, Rm 212
 115 South Andrews Ave.
 Ft. Lauderdale FL 33301

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
 AUTHORIZED REPRESENTATIVE
[Signature]

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

GULF COAST JEWISH FAMILY SERVICES
d/b/a E-GRTS OF BROWARD

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

GULF COAST JEWISH FAMILY SERVICES
d/b/a E-GRTS OF BROWARD

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

GULF COAST JEWISH FAMILY SERVICES d/b/a E-GRTS OF BROWARD, a Florida, not-for-profit Corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to

provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1 AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of

Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named

insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended,

20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this

Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing

services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies

at law or to damages.

3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

GULF COAST JEWISH FAMILY SERVICES
d/b/a E-GRTS OF BROWARD
Michael A. Bernstein, President/CEO
14041 Icot Blvd.
Clearwater, FL 33760

4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5 INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend

COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6 MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of

AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing

themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

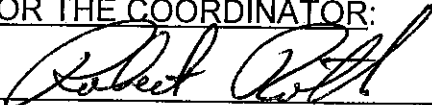
6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

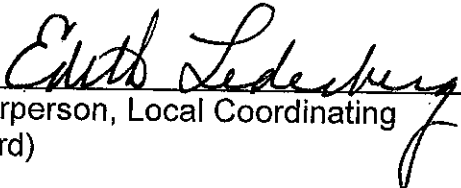
IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 15th day of June, 2004, and AGENCY, signing by and through its Executive Director, duly authorized to execute same.

FOR THE COORDINATOR:

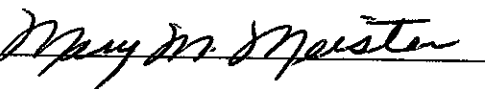

Robert Roth, Director,
Division of Mass Transit

Signed this 24 day of January, 2005

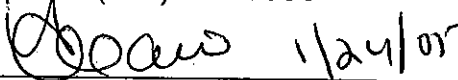
REVIEWED AND RECOMMENDED BY:


(Chairperson, Local Coordinating
Board)

Insurance requirements
Approved by Broward County
Risk Management Division

By 

Approved as to form by
Office of the County Attorney
for Broward County, Florida
SHARON L. CRUZ, Interim County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  1/24/05
YASMI GOVIN
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE
COMMUNITY TRANSPORTATION COORDINATOR AND GULF COAST JEWISH
FAMILY SERVICES d/b/a E-GRTS OF BROWARD FOR TRANSPORTATION
DISADVANTAGED SERVICES

FOR THE AGENCY:

GULF COAST JEWISH FAMILY SERVICES
d/b/a E-GRTS OF BROWARD

WITNESSES:

Elizabeth Show
Harvey Sanders

Michael A. Bernstein
Printed Name

Signed the 12th day of January, 2005.

(SEAL)

YYG:dmy
g:\div4\agree\cooragmt-e-grts.doc
01/12/05

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

Ambulatory. Transportation is provided for older adults and elderly individuals who are seriously and persistently mentally ill clients of our 16-bed residential treatment program located in Hollywood. Almost all clients are indigent and have no access to other forms of supervised transportation other than the vehicles provided by the program. Due to their severe psychiatric disabilities, clients cannot be unaccompanied in the community and require staff supervision even for the most routine trip. Clients require program-provided transportation to a wide variety of appointments, including routine medical and dental care, social security and other social service appointments, benefit hearings, recreational activities, and court appearances.

2. Days and Hours of Service :

Vehicles will be utilized in response to the ridership demand and scheduled program activities, which are usually on a daily basis, including weekends and early evenings.

*Service will NOT be provided on : (Holidays and other days)

Service is provided seven days a week.

3. Vehicle Inventory Listing: (attach if necessary)

Only vehicles in Broward County are listed below. Agency has 18 additional vehicles in the Tampa Bay area.

2003 Ford E350 XL 1FBNE31L83HB06661 lease ending 4/30/06

2004 Ford E350 Club 1FBSS31L04HA46081 lease ending 6/30/07

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

Air conditioning, fire extinguisher, first aid kit, am-fm radio, mounted cell phone.

5. Driver Qualifications and Training Requirements :

Age 18 and older; acceptable driving history; pre-employment drug testing; local law enforcement and FDLE background check; complete training on agency's policy and procedures for client transportation, complete defensive driving course

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

No fares are charged to clients.

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

Mileage logs completed on a daily basis and compiled monthly.
Required reports submitted to FDOT

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the

registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

CITY OF HALLANDALE

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

CITY OF HALLANDALE

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

CITY OF HALLANDALE, a State Agency, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
 - 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR

and Coordinating Board as requested by the COORDINATOR or Coordinating Board.

- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.
- 1.8 Safeguard information by not using or disclosing any information concerning a user

of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

- 1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.**
- 1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.**
- 1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.**
- 1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.**
- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.**
- 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.**

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and

also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.

- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
 - 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be

delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

- 3.2.3 Termination due to Disapproval of Memorandum of Agreement: In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

R. J. Intindola, City Manager
City of Hallandale Beach
400 South Federal Highway
Hallandale Beach, FL 33009

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5 INDEMNIFICATION

AGENCY is a state agency as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status,

political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term,

statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director, Division of Mass Transit, authorized to execute same by Resolution on the 17th day of August, 1999, and AGENCY, signing by and through its CITY MANAGER, duly authorized to execute same.

FOR THE COORDINATOR:

Robert Roth

Robert Roth

Title: Director, Division of Mass Transit

8/8/00

(Date)

FOR THE AGENCY:

R. J. INTINDOLA

R. J. Intindola

Title: CITY MANAGER

5-22-00

(Date)

APPROVED:

Joseph Varsallone

(Chairperson, Local Coordinating Board)

(Date)

Joseph Varsallone

Approved as to Form
and Sufficiency

M. J. [Signature]
City Attorney

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND CITY OF HALLANDALE FOR
TRANSPORTATION DISADVANTAGED SERVICES

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By  _____
CAROL S. WOLFF
Assistant County Attorney

CSW:cb
coorcont.form
#98-114.09
12/2/99



City of Hallandale

400 South Federal Highway
Hallandale, FL 33009-6433
Broward: (954) 458-3251
Dade: (305) 949-9912
FAX: (954) 457-1342

March 16, 2000

Mr. Raymond Borlie, Program Manager
Community Services Department
Mass Transit Division
3201 W. Copans Road
Pompano Beach, FL 33069

Re: Insurance Program

Dear Mr. Borlie :

The City of Hallandale maintains a program of self-insurance pursuant to City of Hallandale Statute 85-32. This program meets the requirements of Florida Statute 768.28 and provides for the payment of claims up to the limit of \$100,000/\$200,000 for tort liability.

Should you have any questions regarding this matter, please do not hesitate to contact my office.

Sincerely,

James R. Buschman
Risk Manager

JRB/ep

cc: E. Dent McGough, Director Central Services

CITY MINIBUS SYSTEM

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

1. **Type of Service: (Ambulatory, wheelchair, stretcher)**
Ambulatory passengers, stops on a fixed route schedule
2. **Days and Hours of Service: Monday through Friday, 9 A.M. - 4 P.M.**
"Free Ride Days" each quarter - May/Memorial Day, Sept/Labor Day, Nov/Veterans' Day, Jan/Martin Luther King Day.
* Service will NOT be provided on: Christmas Day, New Years Day, July 4th and Thanksgiving Day.
NO SERVICE SATURDAY - SUNDAY
3. **Vehicle Inventory Listing: 1993, 1995, 1996 and 1997 minibuses, 20 passengers.**
4. **Vehicle Equipment Standards: Radio net with base station, grab rails, first aid kits, air conditioning, wheelchair lifts, maintenance schedule at City garage and as needed, and fare box.**
5. **Driver Qualifications and Training Requirements: Florida CDL B with P endorsement. Physical/drug screening and criminal background check. Random drug testing. Non-smokers only.**
6. **Agency's Fare Structure: (client fares, subcontractor etc.)**
\$0.50 per one way fare each rider. Discount coupon booklet \$5.00 for 11 fares (\$0.45 each).
7. **Billing/Invoicing/Reimbursement Procedures: (What reports and how often are transportation reports generated?)**
Monthly reports are submitted to the City Manager on ridership through fares/discount coupons. Ridership figures are compared to the prior year month.

Departmental budget contains funds for maintenance of vehicles, diesel fuel, inspections, parts, salaries of drivers, signs, uniforms, schedule printing, vehicle washes, small tools and radio batteries. City garage performs all non-warranty maintenance.

ATTACHMENT I

HUMAN RESOURCES DEPARTMENT
VANS

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

Ambulatory

2. Days and Hours of Service : Monday through Friday - (Saturdays - Field Trips)
8:00 AM - 4:30 PM
Field Trip Services Hours - Varies

*Service will NOT be provided on : (Holidays and other days)

See attached City schedule

3. Vehicle Inventory Listing : (attach if necessary)

- a) 1990 Dodge - 15 Passenger Van (scheduled for replacement - FY-2000/2001)
- b) 1997 Dodge - 15 Passenger Van
- c) 1998 Ford - 15 Passenger Van

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

- a) Monthly vehicle maintenance provided by City and as need arises.
- b) Air Conditioning Grab Rails, Seat Belts, Built in Step, Step Stool, Rain Gear, Small First Aid Kits.

5. Driver Qualifications and Training Requirements :

- a) Valid Florida Driver License
- b) Physical and Drug testing before hiring
- c) Criminal back-ground check
- d) Non smoker
- e) Driving Class - Yearly (4 hr. course)
- f) Random Drug Testing/Fire Safety

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

Transportation services provided free to program participants

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

- a) Not applicable since charges for services not involved.
- b) Van-drivers responsible for daily log sheets, which are computed monthly for departmental report to City. This includes participants rolls, mileage.
- c) Departmental Budget contains funds for maintenance of vehicles, gas, yearly tests, parts and purchasing of vehicles. Maintenance responsibilities completed by City Garage.

CITY OF HALLANDALE
CIRCULAR MEMORANDUM

DATE OF ISSUE: 11/12/99

NO.: C-102

EFFECTIVE DATE: 01/01/00

SUBJECT: 2000 HOLIDAYS

EXPIRATION DATE: 12/31/00

APPROVED:


R. J. Intindola, City Manager

=====

DATE

HOLIDAY

December 31, 1999 (Friday)

for New Year's Day

January 17, 2000 (Monday)

M. L. King, Jr. Day

February 21, 2000 (Monday)

President's Day

May 29, 2000 (Monday)

Memorial Day

July 4, 2000 (Tuesday)

Independence Day

September 4, 2000 (Monday)

Labor Day

November 10, 2000 (Friday)

for Veterans Day

November 23, 2000 (Thursday)

Thanksgiving Day

November 24, 2000 (Friday)

Day After Thanksgiving

December 25, 2000 (Monday)

Christmas Day

C-102/CMLISTS



GENERAL FUND

EQUIPMENT SCHEDULE AS OF 04/16/99

REPL YEAR	VEHICLE DESCRIPTION	YEAR	YRS PRESENT IN SERVICE	MILES DRIVEN LST YR	M.P.G. Y.T.D.	REPR. & MAINT. LST YR	REPR. & MAINT. Y.T.D.	COST PER MILE LST YR	COST PER MILE Y.T.D.
4	00527 CHEVROLET	CORS	1994	5	9,305				
***	1 AUTO - COMPACT								
1	00523 FORD	TAUR	1994	5	42,828				
***	1 AUTO - MID-SIZE								
7	00422 DODGE	8350	1990	9	60,782	7.3	2,821	999.39	2,081.88
8	00596 DODGE	3500	1997	2	15,284				
***	3 TRUCK - VAN 15 PASSENGER	E-35	1998	1	4,298				

5* TOTAL EQUIPMENT COUNT

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

CITY MINIBUS SYSTEM

ATTACHMENT II

STANDARDS AND PERFORMANCE REQUIREMENTS

Drivers of minibus vehicles providing transportation services are employees of the City of Hallandale Beach who must adhere to the approved standards which include:

- (A) Drug and alcohol testing regarding pre-employment, randomization, and criminal background checks.
- (B) Passengers are transported over fixed routes in the City limits.
- (C) Restraint devices are available in the two wheelchair spaces for each minibus.
- (D) Passenger items are handcarried onto the minibuses by passengers and may be stored in the luggage rack behind the driver's seat.
- (E) Sheltered minibus stops are located at Publix and Winn Dixie supermarkets, Diplomat Mall, Walmart, bus shelters along State Road 1A, Hallandale Beach Boulevard, Federal Highway, NE 14th Avenue and Atlantic Shores Boulevard.
- (F) An informational phone number for the City is posted within the City minibus schedule.
- (G) Interiors of all City minibuses are in good repair and clean. A local vendor provides contract cleaning services for the minibuses.
- (H) Passenger fare revenue reports are submitted to the City Manager each month.
- (I) Seating is available for each passenger. Minibuses do not move unless all riders are seated. Standing during movement is not permitted.
- (J) Drivers are scheduled and wear identifying shirts/photo identification as City of Hallandale Beach Minibus Drivers.
- (K) Driver open and close doors for the ambulatory riders. Boarding assistance is not provided.
- (L) Each minibus has radio contact with the base station in the Central Services Department.
- (M) Minibuses have air conditioners and heaters, front and rear.
- (N) The City's three Fire Rescue Stations are each within a few minutes of each minibus route and may be contacted by the drivers through the Central Services Department base radio.
- (O) Same as (N)

ATTACHMENT II

HUMAN RESOURCES DEPARTMENT VANS
STANDARDS AND PERFORMANCE REQUIREMENTS

Drivers of vehicles providing transportation services are employees of the City of Hallandale Beach who must adhere to the following standards:

- (A) Pre-employment drug and alcohol testing, random testing and testing if there is reasonable suspicion are done as required by FHA and FTA.
- (B) Passenger escorts and dependent children are transported free and as locally arranged.
- (C) Restraint devices are used in accordance with local, State and Federal regulations.
- (D) Passenger property is properly/safely stowed on vehicles and no fees are charged, and in accordance with safety rules and regulations.
- (E) Senior participants are picked up from and returned to their residence where shelter, safety and security is available.

After School Program participants are transported from designated school sites where shelter, safety and security is provided and the Hepburn Center where all participants are transported to have security, safety and shelter provisions.

- (F) Vehicles have the City logo, vehicle number and the name of the Department on the outside of vehicle. Telephone numbers are distributed to participants and employees have Departmental I.D. cards with the Center's number and their names. These are toll free phone numbers. Complaints and grievances can be made in person to any administrative staff.
- (G) Vehicles are maintained daily to keep them in a clean, safe and sanitary condition. Any inside damage must be reported immediately to avoid getting in an unsafe condition.
- (H) Data base on passengers/trip and mileage are maintained daily by all operators and submitted weekly.
- (I) Seating is available to each passenger and escort. Drivers must adhere to seating capacity at all times.

- (J) Drivers are regular transporters and are required to wear their picture I.D. card at all times.
- (K) Boarding assistance is provided on and off vehicles. Drivers are responsible to open and close doors, assuring that storage of any assistive devices is proper and safe.
- (L) Vehicle transportation is within the city limits or no more than 5-6 miles away. Two-way communications are not available, since vehicles are on main streets and short routes.
- (M) Air conditioners/heaters are in each vehicle and in working condition. Vehicles are removed out of service immediately if not in working condition. A maintenance schedule is maintained by the City garage and vehicles are stored at the city compound. Road service is available at all operating hours.
- (N) Drivers are trained for safety and instructed to call EMT's if needed immediately. The City's three (3) Fire Rescue stations are strategically located for obtaining immediate services.
- (O) Same as (N).

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

HENDERSON MENTAL HEALTH CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

HENDERSON MENTAL HEALTH CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

HENDERSON MENTAL HEALTH CENTER, INC., a Florida, not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
 - 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle

insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2
COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hours' notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

HENDERSON MENTAL HEALTH CENTER, INC.
Attn: Erica Ricketts
4740 North State Road 7
Ft. Lauderdale, Florida 33319

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of COORDINATOR. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

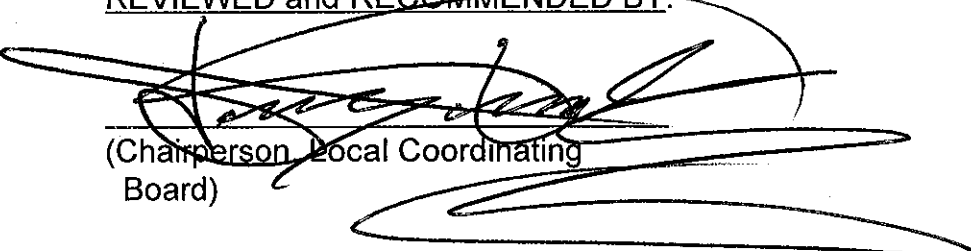
FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

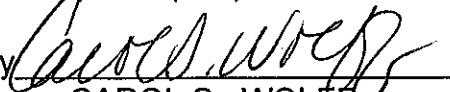
Signed this 9th day of November, 2000.

REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 

CAROL S. WOLFF
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND HENDERSON MENTAL HEALTH CENTER,
INC. FOR TRANSPORTATION DISADVANTAGED SERVICES

WITNESSES:

Robert H. Fildes
Secretary

[Signature]

[Signature]

(SEAL)

FOR THE AGENCY:

[Signature]
Vice President / President

STEVEN ROYER
Printed Name

Signed this 8th day of August, 2000.

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I**AGENCY SERVICE DESCRIPTION**

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

Ambulatory

2. Days and Hours of Service :

M - F 8a.m. - 5p.m.

*Service will NOT be provided on : (Holidays and other days)

3. Vehicle Inventory Listing : (attach if necessary)

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

All of the above except Radio Communication

5. Driver Qualifications and Training Requirements :

- * CDL License for Bus Drivers
- * Drug Testing at Hire
- * Background Screening/MVR of all drivers
- * 2X/yr. training & vehicle inspections

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

* Medicaid co-pay where applicable. Others are on a sliding fee scale where possible

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

- * Medicaid billing is done monthly
- * Mileage reports are done monthly

HENDERSON MENTAL HEALTH CENTER INC.
VEHICLE INSURANCE
F Y 2000 - 2001

NO VEH	#	RU #	HMHC #	YR	TYPE	SERIAL NUMBER
1	000921	150	701	93	FORD AEROSTAR	1FMCA11U8PZB07512
2	000926	245	401	91	FORD VAN	1FBJS31Y1MHA06415
3	000926	245	402	91	FORD VAN	1FBJS31Y3MHA96416
4	000924	245	404	91	FORD VAN	1FBJS31Y7MHA96418
5	000928	245	406	91	FORD VAN	1FTFE24YXMH832195
6	000927	245	409	93	FORD CLUB WAG	1FBJS31Y1PH895160
7	002093	315	413	00	RAM MAXI WAGON	2B5WB35Y7YK121485
8	002095	335	412	00	HONDA ODYSSEY LX VAN	2HKRL185XYH584981
9	002094	335	411	00	HONDA CIVIC - CAR	2HGEJ6613YH572128
10	000504	461	403	91	FORD TRUCK 98	1FBSS31L2WHB79768
11	000808	461	405	91	FORD TRUCK 98	1FBSS31L2WHB73294
12	000946	518	407	92	FORD AEROSTAR	1FMDA1141NZH78553
13	000929	515	410	93	FORD AEROSTAR	1FMCA11V7PZB98128
14	000932	542	311	95	TOYOTA COROLLA	JT2AE04B3S01110943
15	000931	542	312	95	TOYOTA COROLLA	JT2AE04B1S0111430
16	000551	542	313	98	TOYOTA COROLLA	1NXBR12E1XZ179728
17	000933	542	320	95	FORD AEROSTAR	1FMCA11U1SZA48439
18	000934	542	321	95	FORD AEROSTAR	1FMCA11U4SZA68466
19	000945	547	301	95	TOYOTA COROLLA	1NXAE04B5SZ26931
20	000935	547	302	91	TOYOTA COROLLA	1NXAE91A2MZ328498
21	000547	547	303	99	TOYOTA COROLLA	1NXBR12E2X2176639
22	002082	547	304	00	TOYOTA COROLLA	1NXBR12E8YZ381853
23	000939	547	305	92	TOYOTA COROLLA	1NXAE91A8NZ369888
24	000597	547	308	97	SATURN SL1	1G8ZH5288VZ384654
25	000941	547	307	92	TOYOTA COROLLA	1NXAE91A9NZ365614
26	000938	547	308	92	TOYOTA COROLLA	1NXAE91A5NZ368983
27	000942	547	309	92	TOYOTA COROLLA	1NXAE91A7NZ369032
28	000548	547	310	99	TOYOTA COROLLA	1NXBR12E7XZ173722
29	000593	549	322	97	SATURN SL1	1G8ZH5280VZ269709
30	000594	549	323	97	SATURN SL1	1G8ZH5281VZ387090
31	000595	549	324	97	SATURN SL1	1G8ZH5288VZ389080
32	000596	549	325	97	SATURN SL1	1G8ZH5295VZ300586
33	000598	549	326	97	SATURN SL1	1G8ZH5283VZ387480
34	000599	549	327	97	SATURN SL1	1G8ZH5286VZ397999
35	002091	553	344	00	TOYOTA- COROLLA	1NXBR12E8YZ414317
36	002092	553	343	00	TOYOTA- COROLLA	1NXBR12E0YZ409550
37	002100	553	347	00	TOYOTA -SIENNA-VAN	4T3GF19C8YU298500
38	002099	553	349	00	TOYOTA -SIENNA-VAN	4T3GF19C2YU297764
39	001105	553	351	00	TOYOTA- COROLLA	1NXBR12E3YZ320541
40	002098	553	352	00	TOYOTA- COROLLA	1NXBR12EX1Z431349
41	002097	553	348	00	TOYOTA- COROLLA	1NXBR12E2YZ361453
42	002096	553	350	00	TOYOTA- COROLLA	1NXBR12EXYZ385084
43	001478	553	346	00	TOYOTA- COROLLA	2T1BR12E6YC383621

HENDERSON MENTAL HEALTH CENTER INC.
 VEHICLE INSURANCE
 F Y 2000 - 2001

NO VEH	#	RU #	HMHC #	YR	TYPE	SERIAL NUMBER
44	001479	553	345	00	TOYOTA- COROLLA	1NXBR12E0YZ409560
45	000550	563	340	99	TOYOTA -SIENNA-VAN	4T3GF19C9XU110096
46	000552	563	341	99	TOYOTA -SIENNA-VAN	4T3GF19C9IXU108715
47	000549	563	342	99	TOYOTA COROLLA	1NXBR12E4XZ173371
48	000944	871	208	91	FORD E350 CLU	1FBJ831Y4MHA12977
49	000954	871	102	95	FORD ECONOLIN	1FDKE30G9SHA89883
50	000955	871	103	95	FORD ECONOLN	1FDKE30G89HA89878
51	000948	871	203	91	FORD VAN	1FBJS31Y8MHA12975
52	000509	671	204	98	FORD VAN 98	1FBSS31L2WHB81493
53	000949	671	205	91	FORD VAN	1FBJS31Y2MHA12974
54	000507	671	207	98	FORD TRUCK 98	1FBSS31L2WHA80445
55	000951	671	408	87	AEROSTAR	1FMCA11UXPZA11235
56	001480	739	503	00	DODGE-WAGON-RAM	2B4HB15Y7YK104557
57	000571	748	502	99	DODGE -WAGON	2B4HB15X7XK520033
58	000952	778	501	94	FORD CLUB WAG	1FBJS31YORHA84708
59	000953	821	801	95	FORD AEROSTAR	1FMCA11U8SZA23845
60	000577	824	802	99	TOYOTA-SIENNA-VAN	4T36F19CXXU168057

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

**BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR**

and

CITY OF LAUDERHILL

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

**BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR**

and

CITY OF LAUDERHILL

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, hereinafter referred to as the "COORDINATOR,"

AND

CITY OF LAUDERHILL, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to

provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as the "Commission", and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of

Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named

insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended,

20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged as set forth in Attachment "II", attached hereto and made a part hereof. Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the

AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.

- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement.

The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.

3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4
NOTICE AND CONTACT

4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Andrea Busada
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

CITY OF LAUDERHILL
Charles Faranda, Jr., City Manager
3800 Inverrary Blvd.
Lauderhill, Florida 33319

4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY is a state agency as defined in Chapter 768.28, Florida Statutes and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising of this Agreement or any other contract.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed

and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly

acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

(Remainder of Page Intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution, adopted on the 17 day of April, 2007, and CITY OF LAUDERHILL, signing by and through its CITY MANAGER, duly authorized to execute same.

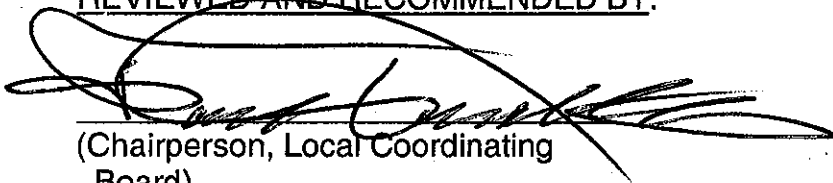
FOR THE COORDINATOR:



Chris Walton, Director,
Division of Mass Transit


Signed this 17th day of April, 2007

REVIEWED AND RECOMMENDED BY:



(Chairperson, Local Coordinating Board)

Insurance requirements
Approved by Broward County
Risk Management Division

By 

Approved as to form by
Office of the County Attorney
for Broward County, Florida
JEFFREY J. NEWTON, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

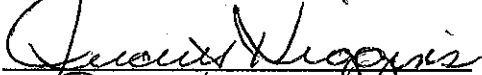
By  3/27/07
Purvi A. Bhogaita
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE
COMMUNITY TRANSPORTATION COORDINATOR AND CITY OF LAUDERHILL FOR
TRANSPORTATION DISADVANTAGED SERVICES


FOR THE AGENCY:

CITY OF LAUDERHILL

ATTEST:



JUDITH HIGGINS, City Clerk



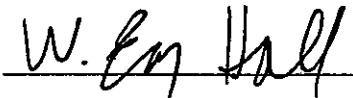
Charles Faranda, Jr., City Manager

Dated: March 12, 2007

Signed the 12 day of March 2007.

(SEAL)

APPROVED AS TO FORM:



, City Attorney

Dated: 3/12/07

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service: (Ambulatory, wheelchair, stretcher)

Diesel bus used for elderly and disabled transportation services with a capacity of 36 ambulatory seats and 2 wheelchair positions.

2. Days and Hours of Service:

Fix Routes: Monday through Saturday 8:00am to 4:30pm and Sunday 8:00am to 2:00pm

Extended Hours for Scheduled Trips and on-demand Passenger Requests:
4:30pm to 12:00am (depending upon nature of trip and location)

*Service will NOT be provided on Following Holidays:

New Year's Day and Christmas Day only

3. Vehicle Inventory Listing: (attach if necessary)

Model Yr.	Make/size/type	FDOT control # or VIN (d) (last 6 digits)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr	Current Mileage
1998	Ford SW Van	B25911	Lift	9 + 2	7,140	98,414
1997	Ford Van Econoline	A48502	-	14 + 0	12,816	36,872
2004	Ford Van Econoline	A99137	Lift	11 + 1	13,686	37,120
2005	Ford Mini bus	B01421	Lift	20 + 2	16,872	23,511
1997	Ford Mini bus	C09840	-	20 + 0	6,579	95,694
1992	Ford Thomas bus	112640	-	45 + 0	0**	119,590
1996	Ford Thomas bus	135637	-	45 + 0	0	92,534

4. Vehicle Equipment Standards: (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

All vehicles have standard equipment: air conditioning, grab rails, fire extinguishers, first aid kits and radio communication.

5. Driver Qualifications and Training Requirements:

All drivers have CDL license

6. Agency's Fare Structure: (client fares, subcontractor reimbursement, eligibility)

The City of Lauderhill collects a minimal fee of \$2.00 per round trip for seniors and disabled. The City of Lauderhill does not subcontract transportation services.

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often transportation reports are generated?)

Not Applicable.

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the

registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

CERTIFICATE OF COVERAGE

Certificate Holder

BROWARD COUNTY BOARD OF COMMISSIONERS
RISK MANAGEMENT DIVISION ROOM 212
115 SOUTH ANDREWS AVENUE
FORT LAUDERDALE FL 33301

Administrator

Issue Date 03/07/07

Florida League of Cities, Inc.
Public Risk Services
P.O. Box 530065
Orlando, Florida 32853-0065

COVERAGES
THIS IS TO CERTIFY THAT THE AGREEMENT BELOW HAS BEEN ISSUED TO THE DESIGNATED MEMBER FOR THE COVERAGE PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE AGREEMENT DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH AGREEMENT.

COVERAGE PROVIDED BY: **FLORIDA MUNICIPAL INSURANCE TRUST**

AGREEMENT NUMBER: FMIT 0326

COVERAGE PERIOD: FROM 10/1/06

COVERAGE PERIOD: TO 10/1/07 12:01 AM Standard Time

TYPE OF COVERAGE - LIABILITY

General Liability

- Comprehensive General Liability, Bodily Injury, Property Damage and Personal Injury
- Errors and Omissions Liability
- Supplemental Employment Practice
- Employee Benefits Program Administration Liability
- Medical Attendants/Medical Directors' Malpractice Liability
- Broad Form Property Damage
- Law Enforcement Liability
- Underground, Explosion & Collapse Hazard

Limits of Liability

* Combined Single Limit

Deductible N/A

Automobile Liability

- All owned Autos (Private Passenger)
- All owned Autos (Other than Private Passenger)
- Hired Autos
- Non-Owned Autos

TYPE OF COVERAGE - PROPERTY

- | | |
|--|--|
| <input checked="" type="checkbox"/> Buildings | <input checked="" type="checkbox"/> Miscellaneous |
| <input checked="" type="checkbox"/> Basic Form | <input checked="" type="checkbox"/> Inland Marine |
| <input checked="" type="checkbox"/> Special Form | <input checked="" type="checkbox"/> Electronic Data Processing |
| <input checked="" type="checkbox"/> Personal Property | <input checked="" type="checkbox"/> Bond |
| <input type="checkbox"/> Basic Form | <input type="checkbox"/> |
| <input checked="" type="checkbox"/> Special Form | |
| <input type="checkbox"/> Agreed Amount | |
| <input checked="" type="checkbox"/> Deductible \$100,000 | |
| <input checked="" type="checkbox"/> Coinsurance 100% | |
| <input type="checkbox"/> Blanket | |
| <input checked="" type="checkbox"/> Specific | |
| <input checked="" type="checkbox"/> Replacement Cost | |
| <input type="checkbox"/> Actual Cash Value | |

Approved by:
Risk Management
Daniel F. Clark
Date: 3/23/07

Limits of Liability on File with Administrator

TYPE OF COVERAGE - WORKERS' COMPENSATION

- Statutory Workers' Compensation
- Employers Liability
 - \$1,000,000 Each Accident
 - \$1,000,000 By Disease
 - \$1,000,000 Aggregate By Disease

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

LUCANUS DEVELOPMENT CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

LUCANUS DEVELOPMENT CENTER, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

LUCANUS DEVELOPMENT CENTER, INC., a Florida, not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
 - 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
 - 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
 - 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
 - 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle

insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

- 1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- 1.9 Protect Civil Rights by:
 - 1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:
 - 1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hours' notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

LUCANUS DEVELOPMENT CENTER, INC.
Attn: Thomas Buckley
6523 Taft Street
Hollywood, Florida 33024

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation; or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of COORDINATOR. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

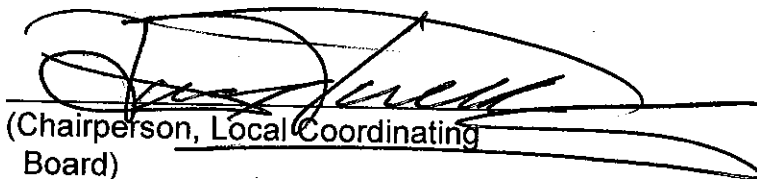
FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 9th day of August, 2000.

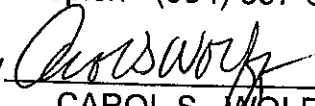
REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

Joseph Varsallone

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
CAROL S. WOLFF
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND LUCANUS DEVELOPMENT CENTER, INC.
FOR TRANSPORTATION DISADVANTAGED SERVICES

FOR THE AGENCY:

WITNESSES:

[Signature]
Secretary

Atty. Peter -

Sherry A. Lister

Thomas Buckley
Vice President / President

THOMAS BUCKLEY
Printed Name

Signed this 8th day of MAY, 2000.

(SEAL)

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

Ambulatory, Wheelchair

2. Days and Hours of Service :

7:30 A.M. TO 5:00 P.M. MON. THRU FRI Sup. EMP. &

AS NEEDED

SAT. & SUN

COMMUNITY INCLUSION
ON WEEK - ENDS

*Service will NOT be provided on : (Holidays) and other days)

3. Vehicle Inventory Listing : (attach if necessary)

see ATTACHED

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

cell phones

Seat Belts, Tie down for wheel chairs

5. Driver Qualifications and Training Requirements :

see attached

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

N.A.

Contracted with CFS & Med Waiver

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

Attendance Reports daily

Invoice Dept of Children and Families Service, monthly

Invoice Med. Waiver - Sup. Coordinators monthly

Procedure: Reports of attendance and invoices are sent to CFS & med waiver within 10 days of rendered service for month. In addition monthly Service Reports are sent to Contract manager office, mo

IX Safety Capabilities & Procedures

Training:

Each new driver receives a minimum of twenty-four hours of inservice training which includes preservice training and inservice training throughout the year. Examples of training provided are:

1. CPR.
2. First Aid.
3. Defensive Driving.
4. Passenger Assistance.
5. Seizure Response.
6. Verbal Aggressive Control (ACT).
7. Aids and Infectious Control.
8. Safety Training.
9. Interbehaving.

At minimum, monthly staff meetings are held at which safety and vehicle operation training are the main topic. These meetings allow time for review and open discussion of the condition of equipment, vehicles, consumer problems, road and traffic condition. An individual record of training received is maintained for each LDC driver as part of the respective personnel file. Copies are maintained by the transportation department for follow-up.

The Safety Committee Chairman, Program Department Director and other responsible personnel are invited to form the meetings as necessary.

All buses and vans are equipped with cellular phones and each driver is trained in the proper handling and use of the phone. Through the use of these phones, all drivers are apprised of road, weather conditions and route changes, and have the capability to request assistance and report accidents.

In case of an accident, the LDC transportation center or reception desk will be notified to dispatch the appropriate law enforcement agency as well as other assistance as necessary. The transportation manager or designee will report to the scene of the accident and receive the drivers report of the accident. The driver will promptly complete the accident report form. This form along with any accident, injury reports and investigating officer report are to be forwarded immediately to the Associate Executive Director who will be responsible for further processing. The accident will be reported immediately to LDC upper management and Insurance carrier. The accident will be reviewed by LDC management and Safety Committee making recommendations as to reprimands and corrective procedures in an endeavor to prevent future accidents.

Lucanus Developmental Center
Core Assurances
Training Requirements

The Lucanus Developmental Center will ensure that each employee receives pre-service training within 30 days of employment. This Pre-service training will include:

- General concepts of the Core Assurances.
- Emphasis on Individual choice and rights,
- Recognition of abuse and neglect as well as District and Provider reporting procedures.
- An explanation and review of the Provider's grievance procedures.
- Self-assessment procedures and self-assessment protocol, and training on the development and implementation of the Implementation Plan.

Lucanus Developmental Center will ensure that each employee receives annual in-service training based on requirements specified in the Providers' Service Specific attachments.

Lucanus Developmental Center will maintain written documentation in each employee's personnel; file, signed and dated by the employees, indicating their participation in all required pre-services and other ongoing training, as specified in the Service Specific Attachment of this agreement. Lucanus Developmental Center agrees to make said documentation available to authorized State and Federal agents upon request.

VEHICLE REGISTRATION INFORMATION

2000 WHITE FORD SW

VIN # 1FBSS31L9YHA45842

ISSUED: 4/24/00

EXPIRES: 6/30/01

TAG #: X42499

TITLE #: 80852788

1988 TAN FORD SW

VIN#: 1FBJS31HIJHB36228

ISSUED: 5/14/99

EXPIRES: 6/30/00

TAG#: X42500

TITLE #: 45899053

1997 WHITE DODGE SW

VIN#: 2B5WB3529VK508947

ISSUED: 5/14/99

EXPIRES: 6/30/00

TAG# X42501

TITLE #: 71786420

1978 SILVER CHEVY VAN

VIN# CPL3283305687

ISSUED: 12/17/92

EXPIRES: 6/30/00

TAG #: X42497

TITLE #: 15554791

1999 WHITE CHEVY VAN

VIN # 1GAHG39R5X1127387

ISSUED: 11/12/99

EXPIRES: 6/30/00

TAG# X46109

TITLE#:075403910

1985 RED/WHITE BUS

VIN# 1GBKP32M8F3344631

ISSUED: 5/14/99

EXPIRES: 6/30/00

TAG#: X48104

TITLE#: 42923148

1999 SUPR BU

VIN#: 1FDXE40SOXHC15586

ISSUED DATE: 4/6/00

EXPIRATION DATE: 06/03/00

TAG#: X54563

TITLE#: 80743744

1998 WHITE FORD BU

VIN#: 1FDXE40S3WHA74222

ISSUED DATE: 5/21/98

EXPIRATION DATE: 6/30/00

TAG#: X42498

TITLE#: 73611104

E. STANDARDS SUPPORTING THE ORGANIZATION'S POLICY ON HUMAN RESOURCE DEVELOPMENT (continued)

E.3. Hiring practices demonstrate that the backgrounds and credentials of staff members and consultants are verified.

INTERPRETIVE GUIDELINES

- Personnel files contain documentation that background and credential checks are completed for each staff member. Action is taken as appropriate.

Response:

Individuals who are selected for hire at LUCANUS DEVELOPMENTAL CENTER must conform with the qualifying factors of the Immigration Control Act and complete an I-9 Form. They must be able to present a valid passport or alien registration card; or the combination of two of the following: their Social Security Card, State Driver License and/or valid state photo ID, birth certificate. Documentation must be presented to substantiate certification and/or licensure if required by the position. For education verification employee must provide proof, i.e., diploma, transcripts or other legal documentation to verify highest level of education achieved as stated on application prior to hire.

Additionally, the applicant is required to agree to fingerprinting, local and FBI background screening as well as signing an affidavit of Good Moral Character. Other screening includes DMV checks; former employee reference, etc.

All positions must be approved by the Executive Director. Approved positions are listed as a required element in the "Budget Process". New positions are approved and added as necessary. The "Employee Requisition Form" is the approving document necessary to fill a position. The "Status Form" is the hiring document. All positions must be posted for a minimum of 5 working days. Additionally, positions are advertised in area newspapers, through Job Services, in the junior college and in other appropriate outlets.

All applicants for employment are required to complete a "LUCANUS DEVELOPMENTAL CENTER Application" to be considered for employment. The interview process begins with the Human Resource Department where initial screening of the applicant is conducted. The candidate for employment is then interviewed by the respective managers of the areas requesting positions to be filled. An offer for employment is made and if accepted, the respective department head will be required to approve a "Status Form", hiring the prospective employee. When an applicant is accepted for employment, he/she must complete and/or provide the following documentation:

Exhibit E.3.1: Policy and Procedure for Employee Screening

Exhibit E.3.2.:

- LUCANUS DEVELOPMENTAL CENTER Application for Employment
- Requisition Request appropriate for the position
- Status Form with authorizations to hire the applicant.

- Immigration Control Form I-9; Proof of eligibility to work; Valid Social Security Card, State approved ID and/or other approved documents

(Continued from previous page)

- Acknowledgment of Probationary Status; At will Employment
- Florida Statute 85-40; Attest to Good Moral Character

Exhibit E.3.3.:

- Background Screening to include:
 - a. Fingerprint Card
 - b. HRS Form 1651, Florida Protective Services System Background Check (to be repeated every five (5) years, minimum)
 - c. Local Law Enforcement Screening Request (to be repeated every five (5) years, minimum)
 - d. Former Employer Release Form and/or Telephone Background Inquiry Form
 - e. Three (3) letters - Personal References (available for viewing upon request)
 - f. Children Center Personnel Summary (where applicable)

Exhibit E.3.4.:

- Medical Screening to include:
 - a. TB Testing and screening for other communicable disease.
 - b. Employee Self Evaluation Medical Questionnaire
 - c. HEP B Immunization Policy
 - d. Worker Comp Screening
 - e. Medical Physical Exam Form (required for drivers; optional per Health Service authorization for other employees)

Exhibit E.3.5.:

- Driver Screening:
 - Department Of Motor Vehicles Driver Record Check
 - Verification of proper licensure for the position

Exhibit E.3.6.:

- All employees of LUCANUS DEVELOPMENTAL CENTER must be provided with the following information upon employment at the agency.
 - Review/acknowledgment of Developmental Abuse Requirements
 - Review/acknowledgment of Confidentiality of Clients and/or staff information
 - Authorization for Deductions
 - Review/acknowledgment of Clients Bill of Rights
 - Review of Civil Rights Legislation
 - Review/acknowledgment of Sexual Harassment Policy
 - Review/acknowledgment of Drug and Substance Abuse Policy
 - Benefits: Vacation, Sick Time, Personal Time, Holidays, Group Health, Life Insurance, Dental Plan, COBRA, Paydays and method of compensation
- Staff Development and Training Requirements:

The Staff Trainer meets with the new employee and schedules all training required for the respective position providing time frames for completion. Appointments are made to meet with Health Services; Transportation, Area managers/Group Home Managers, etc.

(Continued from previous page)

Training will include but not be limited to: CPR; Standard First Aid; ACT/TEAM Training; Medication Awareness; ICUP; Defensive Driving; Interbehaving, Agency Orientation, Job Specific Orientation, etc.

- **Other Staff Development:**

LUCANUS DEVELOPMENTAL CENTER designates a minimum of four (4) in-service days per year for all staff. In-service training is mandatory unless excused by the department head. Subjects of interest and/or as may be required are offered to all staff. The In-service Program is open to Volunteers and other support personnel who have an interest. Additionally, LUCANUS DEVELOPMENTAL CENTER sponsors staff for participation in Seminars which are offered for their professional and/or personal development.

Exhibits

E.3.7. Employee Trainings Schedule

E.3.8. Staff Development Calendar

E.3.9. In-Services, Agendas, and Rosters

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

MIRAMAR SATELLITE SENIOR

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

MIRAMAR SATELLITE SENIOR

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

MIRAMAR SATELLITE SENIOR, a State Agency, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

- 1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- 1.9 Protect Civil Rights by:
- 1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:
- 1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.
- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

- 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and

also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.

- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
 - 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be

delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

- 3.2.3 Termination due to Disapproval of Memorandum of Agreement: In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY is a state agency as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6
MISCELLANEOUS

6.1 **NONDISCRIMINATION, EQUAL**
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status,

political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term,

statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director, Division of Mass Transit, authorized to execute same by Resolution on the 17th day of August, 1999, and AGENCY, signing by and through its _____, duly authorized to execute same.

FOR THE COORDINATOR:

Robert Roth

Robert Roth

Title: Director, Division of Mass Transit

8/8/00
(Date)

FOR THE AGENCY:

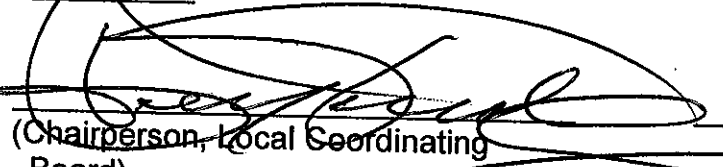
William J. Estabrook

William J. Estabrook

Title: City Manager, City of Miramar

11-17-2000
(Date)


APPROVED:


(Chairperson, Local Coordinating Board) _____ (Date)

Joseph Varsallone

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND MIRAMAR SATELLITE SENIOR FOR
TRANSPORTATION DISADVANTAGED SERVICES

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968


By 
CAROL S. WOLFF
Assistant County Attorney

CSW:cb
coorcont.form
#98-114.09
12/2/99

Temp. Resolution #1302
Agreement for Transportation Disadvantaged Services

Attest:

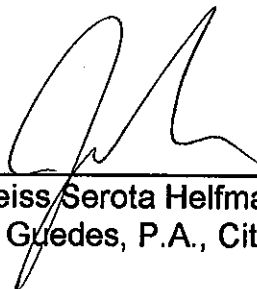
CITY OF MIRAMAR


Debra A. Walker, City Clerk

By: 
William J. Estabrook, City Manager

17 day of April, 2000

APPROVED AS TO FORM:

BY:  kl
Weiss Serota Helfman Pastoriza
& Guedes, P.A., City Attorney

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. **Type of Service:** (Ambulatory, wheelchair, stretcher)

Ambulatory & wheelchair

2. **Days and Hours of Service:**

Monday through Friday from 8:00 a.m. to 4:30 p.m.

*Service will not be provided on:

*½ day New Year's Day
New Year's Day
Martin Luther King, Jr. Day
Washington's Birthday
Memorial Day
Independence Day
Labor Day*

*Columbus Day
Veteran's Day
Thanksgiving Day
Day After Thanksgiving Day
½ day Christmas Eve Day
Christmas Day*

3. **Vehicle Inventory Listing:**

*1987 Chevy Bluebird
1989 Chevy Mighty Mite
1994 Chevy Carpenter Van
1995 Ford E350
1998 Ford E350 Club Van
1998 Ford E340*

4. **Vehicle Equipment Standards:** (Air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

All vehicles are air conditioned, have fire extinguishers, first aid kits, radio communication and securement devices

5. **Driver Qualifications and Training Requirements:**

All drivers have CDL Class "B" with passenger endorsement

6. **Agency's Fare Structure:** (Client fares, subcontractor reimbursement, eligibility)

No fares are charged

7. **Billing/Invoicing/Reimbursement Procedures:** (What reports and how often are transportation reports gathered?)

All reports as required by Area Agency on Aging and Transportation Disadvantaged Commission. Billing is based on units of service delivered and billed monthly.

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

NORTHEAST FOCAL POINT

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

NORTHEAST FOCAL POINT

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

NORTHEAST FOCAL POINT, a State Agency, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and

also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.

- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
 - 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be

delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

- 3.2.3 Termination due to Disapproval of Memorandum of Agreement: In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

N.E. Focal Point
227 N.W. 2nd Street
Deerfield Beach, FL 33441
Donna DeFronzo

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5 INDEMNIFICATION

AGENCY is a state agency as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status,

political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term,

statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE


The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director, Division of Mass Transit, authorized to execute same by Resolution on the 17th day of August, 1999, and AGENCY, signing by and through its City Manager _____, duly authorized to execute same.

FOR THE COORDINATOR:

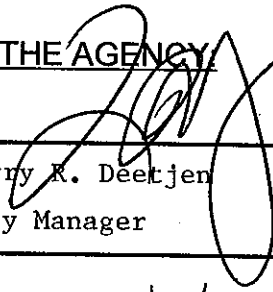


Title: Director, Division of Mass Transit

4/3/00

(Date)

FOR THE AGENCY:



Larry R. Deetjen
City Manager

Title:

2/15/00

(Date)

APPROVED:

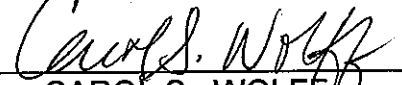


(Chairperson, Local Coordinating Board) (Date)

Joseph Varsallone

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND NORTHEAST FOCAL POINT FOR
TRANSPORTATION DISADVANTAGED SERVICES

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
CAROL S. WOLFE
Assistant County Attorney

CSW:cb
coorcont.form
#98-114.09
12/2/99

ATTACHMENT I
AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service: (Ambulatory, wheelchair, stretcher)

The N.E. Focal Point provides transportation services for both ambulatory and wheelchair participants.

2. Days and Hours of Service:

The N.E. Focal Point provides services Monday through Friday from 7:30am to 4:30pm.

The N.E. Focal Point does not provide services on weekends and holidays.

3. Vehicle Inventory Listing: (attach if necessary)

Please see attached Vehicle Inventory Listing.

4. Vehicle Equipment Standards: (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

The N.E. Focal Point's vehicles meet the following equipment standards:

air conditioning, grab rails, fire extinguishers, first aid kits, radio communication securement devices, flashlights, umbrellas, and rain gear.

5. Driver Qualifications and Training Requirements:

The N.E. Focal Point's drivers meet the necessary qualifications, such as; having a Florida Commercial Driver's License (CDL) with a passenger (p) endorsement. The drivers meet various educational training requirements, such as; safety, passenger assistance, CPR, etc., on a regular basis.

6. Agency's Fare Structure: (client fares, subcontractor reimbursement, eligibility)

The N.E. Focal Point does not charge a fare/fee for their services; however, contributions and donations are encouraged and welcomed.

7. **Billing / Invoicing / Reimbursement Procedures:** (What reports and how often are transportation reports generated?)

The N.E. Focal Point completes transportation Weekly Billing/Reimbursement Reports and Monthly Transportation Reports to the Area Agency on Aging. In addition, the N.E. Focal Point completes Annual Transportation Disadvantaged Operating Reports for the Community Transportation Coordinator (Broward County Transit).

VEHICLE INVENTORY - DEPARTMENT OF SENIOR SERVICES

City Vehicle #	Source	Year	Make & Model	Date Received	DOT Control #	Vehicle ID #
281	City	1994	Chevrolet - One Ton Moving Van (Thrift Shop)	12/10/93	N/A	1GBKC34N8RJ104612
282	DOT	1995	Dodge Ram B 350 Maxivan (12 passenger)	9/20/95	88469	2B7KB31Z7SK574968
283	City	1996	Ford E350 Mini Bus (20 passenger)	11/2/95	N/A	1FDKE30G5SHC08626
284	DOT	1996	Ford E40 RV Super D Bus (12 passenger and 2 Wheel Chairs)	11/6/96	92452	1FDLE40G5THB57429
285	City	1996	Ford Bus E406 Terra (20 passenger)	1/13/97	N/A	1FDLE40S5VHA03276
286	DOT	1997	Ford Supreme Startrans Bus (12 passenger and 2 w/c)	11/17/97	92482	1FDLE40S9VHB88707
287	DOT	1998	Ford Supreme Startrans Bus (16 passenger and 2 w/c)	6/29/98	93422	1FDXE40SXWHA79837
288	City	1998	Ford Eldorado National Bus (16 passenger and 2 w/c)	10/12/98	N/A	1FDXE40S3WHB97695
289	DOT	1999	Dodge-Braun Conversion Van (9 passenger & 1 w/c)	9/27/99	93450	2B6LB31Z1XK551654
290	DOT	1999	Ford Supreme Startrans Bus (16 passenger & 2 w/c)	11/11/99	Pending	1FDXE40S0XHB71802
392	DOT	1991	Ford Taurus Station Wagon (6 passenger)	4/3/91	88468	1FACP55U1MA200053
395	DOT	1989	Thomas Bus (24 passenger)	5/17/89	88422	1GBKP32KXK3309162
398	City	1990	Ford Econo Van (14 passenger)	1990	N/A	1FTHS34H1LHA45761

Forms/Vehicle Invent List - revised: 2/1/00

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SENIORS FOUNDATION OF NW BROWARD, Inc./
NORTHWEST FOCAL POINT

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SENIORS FOUNDATION OF NW BROWARD, Inc./
NORTHWEST FOCAL POINT

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

SENIORS FOUNDATION OF NW BROWARD, Inc./NORTHWEST FOCAL POINT, a State Agency, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

- 1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.
- 1.9 Protect Civil Rights by:
- 1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:
- 1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.
- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
- 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and

also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.

- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
 - 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
 - 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be

delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

- 3.2.3 Termination due to Disapproval of Memorandum of Agreement: In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

Scott Jablon, President
Seniors Foundation of NW Broward, Inc.
c/o Northwest Focal Point
6009 NW 10th Street
Margate, FL 33063

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5 INDEMNIFICATION

AGENCY is a state agency as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6 MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status,

political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term,

statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

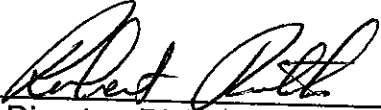
The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

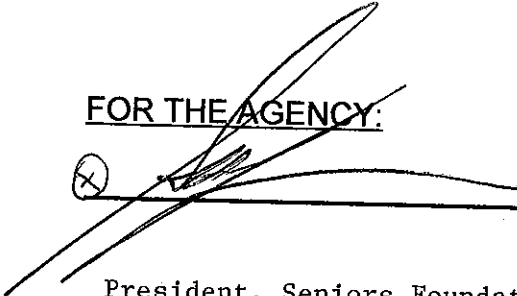
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director, Division of Mass Transit, authorized to execute same by Resolution on the 17th day of August, 1999, and AGENCY, signing by and through its President, Scott Jablon _____, duly authorized to execute same.

FOR THE COORDINATOR:


Title: Director, Division of Mass Transit

November 9, 2000
(Date)

FOR THE AGENCY:

⊗ _____

Title: President, Seniors Foundation of NW Broward, Inc.

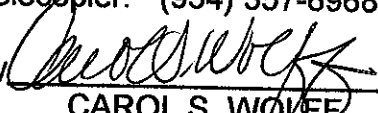
8/25/00
(Date)

APPROVED:


(Chairperson, Local Coordinating Board) _____
(Date)

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND SENIORS FOUNDATION OF NW
BROWARD, Inc./NORTHWEST FOCAL POINT FOR TRANSPORTATION
DISADVANTAGED SERVICES

Approved as to form by
Office of the County Attorney
For Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
CAROL S. WOLFE
Assistant County Attorney

CSW:cb
coorcont.form
#98-114.09
12/2/99

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

Ambulatory and wheelchair available, but no stretcher service.

2. Days and Hours of Service :

Monday through Friday. Hours of operation: 7:30 a.m. - 3:30 p.m.

*Service will NOT be provided on : (Holidays and other days)

New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Day after Thanksgiving, Day preceding Christmas and Christmas Day.

3. Vehicle Inventory Listing : (attach if necessary)

Please see attached.

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

Transportation vehicles equipped with all of the above mentioned items.

5. Driver Qualifications and Training Requirements :

All drivers maintain a current commercial driver's license (CDL) with a passenger endorsement. They all have CPR training and participate in on-going service training.

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

- a. There is no fare assessed or collected from clients.
- b. Receive reimbursement from Older American's Act of 1965 grant funding and City of Margate Transportation program funding.
- c. Service available to all persons 60 years of age or older residing in Northwest sector of Broward County.

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

REPORT	FREQUENCY
a. Transportation utilization logs	Daily
b. Statistical reports	Monthly
c. Transportation invoices	Monthly
d. Vehicle Service Logs	Updated on an as needed basis

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SUNRISE COMMUNITY, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SUNRISE COMMUNITY, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

SUNRISE COMMUNITY, INC., a Florida, not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
 - 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
 - 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
 - 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
 - 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle

insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2
COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hours' notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

SUNRISE COMMUNITY, INC.
Attn: Elizabeth Lussier
9040 Sunset Drive, Suite H
Miami, Florida 33173

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

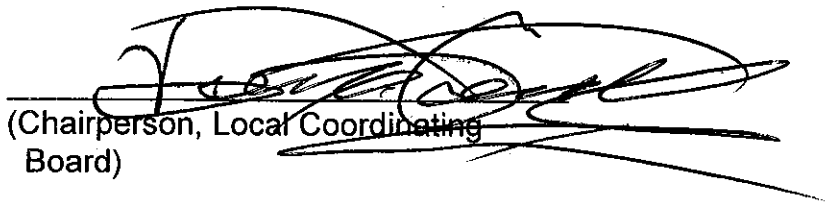
FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 8th day of August, 2000.

REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating Board)

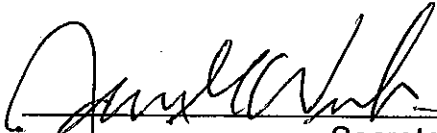
Joseph Varsallone

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

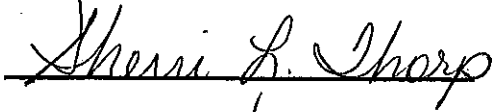
By 
CAROL S. WOLFF
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND SUNRISE COMMUNITY, INC. FOR
TRANSPORTATION DISADVANTAGED SERVICES

WITNESSES:



Secretary

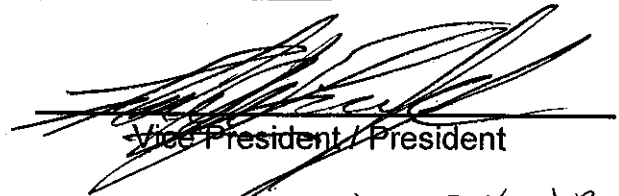


Sherri R. Sharp



(SEAL)

FOR THE AGENCY:



Vice President / President
LESLIE W. LEECH, JR.

Printed Name

Signed this 15 day of MAY, 2000.

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)
Ambulatory and wheelchair.

2. Days and Hours of Service :
Normal hours are 8am to 10pm, 7 days a week including holidays. Transportation is always available 24 hours for emergencies as well.

*Service will NOT be provided on : (Holidays and other days)
N / A

3. Vehicle Inventory Listing : (attach if necessary)
See attached list.

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)
Air conditioning, fire extinguisher, first aid kit, sturdy side step-up.

5. Driver Qualifications and Training Requirements :
All drivers must have a violation free driving record and attend Sunrise staff development defensive driving class.

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)
There is a rate agreement and approved cost plan for each client served.

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)
Billing is done monthly by invoice with attached daily log/attendance sheet.

CURRENT VEHICLE INVENTORY FORM

SUNRISE COMMUNITY INC.

Year	Model	Make and Type	Vin #
'94	Dodge	Ram 350 Van	2B5WB35YORK540800
'93	Dodge	Ram Van	2B5WB35YXRK568894
'96	Dodge	15 Passenger	2B5WB35237K151407

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SUNRISE OPPORTUNITIES, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

SUNRISE OPPORTUNITIES, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

SUNRISE OPPORTUNITIES, INC., a Florida, not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1 AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
 - 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
 - 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
 - 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
 - 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle

insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2 COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3 TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hours' notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

SUNRISE OPPORTUNITIES, INC.
Attn: Elizabeth Lussier
9040 Sunset Drive, Suite H
Miami, Florida 33173

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.


FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 8th day of August, 2000.

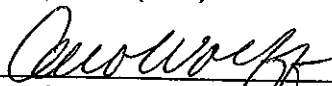
REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

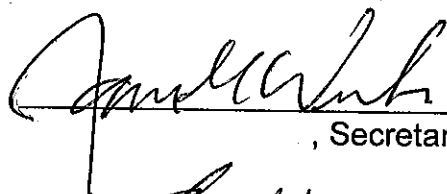
Joseph Varsallone

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

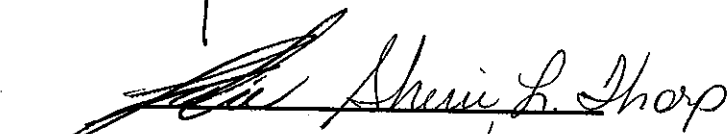
By 
CAROL S. WOLFF
Assistant County Attorney


COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND SUNRISE OPPORTUNITIES, INC. FOR
TRANSPORTATION DISADVANTAGED SERVICES

WITNESSES:



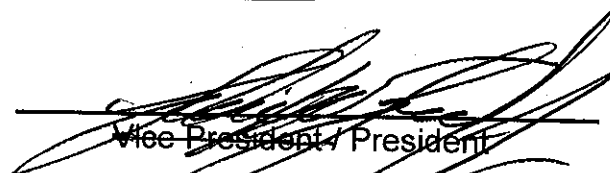
, Secretary

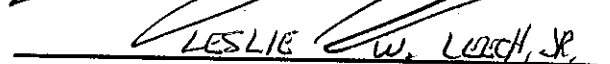




(SEAL)

FOR THE AGENCY:



Vice President / President


LESLIE W. LOCH, JR.
Printed Name

Signed this 15 day of MAY, 2000.

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)
Ambulatory and wheelchair.

2. Days and Hours of Service :
Normal hours are 8am to 10pm, 7 days a week including holidays. Transportation is always available 24 hours for emergencies as well.

*Service will NOT be provided on : (Holidays and other days)
N / A

3. Vehicle Inventory Listing : (attach if necessary)
See attached list.

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)
Air conditioning, fire extinguisher, first aid kit, sturdy side step-up.

5. Driver Qualifications and Training Requirements :
All drivers must have a violation free driving record and attend Sunrise staff development defensive driving class.

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)
There is a rate agreement and approved cost plan for each client served.

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)
Billing is done monthly by invoice with attached daily log/attendance sheet.

CURRENT VEHICLE INVENTORY FORM

SUNRISE OPPORTUNITIES, INC.

Year	Model	Make and Type	Vin #
'94	Dodge	Ram 350 Van	2B5WB35YXRK568894
'94	Dodge	Ram 350 Van	2B5WB35YIRK548727
'94	Dodge	15 Passenger	2B5WB35YXRK548726
'99	Ford	E350 Van	1FBSS31L4XHLA70243
'99	Chevy	Xpress Van	1GAHG39R7X1126791

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

CITY OF TAMARAC

for

TRANSPORTATION DISADVANTAGED SERVICES

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the

justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

- 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
- 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.
- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.

- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2
COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.
- 3.2 Termination Conditions:
 - 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be

delivered by certified mail, return receipt required, or in person with proof of delivery.

- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement: In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

Jeffrey L. Miller
City Manager
7525 NW 88 Avenue
Tamarac, FL 33321

With A Copy To:

Mitchell S. Kraft
City Attorney
7525 NW 88 Avenue
Tamarac, FL 33321

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY is a state agency as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve as a waiver of sovereign immunity by any party to which sovereign immunity may be applicable. Nothing herein shall be construed as consent by a state agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Agreement or any other contract.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in

excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment

related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

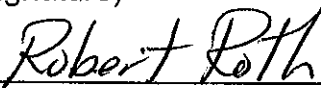
[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director, Division of Mass Transit, authorized to execute same by Resolution on the 17th day of August, 1999, and AGENCY, signing by and through its _____, duly authorized to execute same.

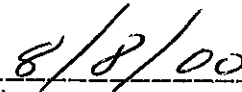
FOR THE COORDINATOR:



(Signature)

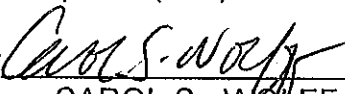


Director, Division of Mass Transit




(Date)

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 

CAROL S. WOLFF
Assistant County Attorney

APPROVED



(Chairperson, Local Coordinating Board) (Date)

AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND THE CITY OF TAMARAC FOR
TRANSPORTATION DISADVANTAGED SERVICES

FOR AGENCY:

Jeffrey L. Miller
(Signature)

Jeffrey L. Miller
City Manager, City of Tamarac

Karen L. Roberts Vice Mayor for
(Signature)

Joe Schreiber
Mayor, City of Tamarac

This 17 day of APRIL, 2000.

Marcus Svenson
Clerk

Approved as to Form:
[Signature]
City Attorney

CSW:cb
coorcont.form
#98-114.09
00-114.04
03/20/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas that apply to your agency's transportation service.

1. Type of Service: (Ambulatory, wheelchair, stretcher)

Route based service – buses have wheelchair capability with accommodating two wheelchairs plus 16 passenger.

2. Days and Hours of Service:

Route service operate Monday through Friday, hours of operation are 9a.m. to 5p.m.

*Service will **NOT** be provided on: (Holidays and other day)

No Saturday and Sunday service. No service on the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

3. Vehicle Inventory Listing: (attach if necessary)

3 buses: 8499, 8599, 8699

4. Vehicle Equipment Standards: (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc.)

2-way radio system and engine fire suppression system. Buses are equipped with public address system to comply with the Americans with Disabilities Act.

5. Driver Qualifications and Training Requirements:

Drivers are all CDL qualified having either a CDL Class B or CDL Class C licenses. All bus operators have been certified by Broward County Transit Training Department.

6. Agency's Fare Structure: (client fares, subcontractor reimbursement, eligibility)

Fare will be in effect as of May 1, 2000. Cost will be twenty-five cents per ride, no transfers or passes will be accepted or issued.

7. Billing/ Invoicing/ Reimbursement Procedure: (What reports and how often are transportation reports generated?)

Daily, Weekly, and monthly statistics report are compiled, accounting for scheduled trips, wheelchair passengers, total passengers and mileage usage for each vehicle.

The Operation Vehicle Condition Report (O.V.C.R.) completed by bus operators, is logged daily for bus safety inspection. Separate statistics reports are made for medical and marketing customers.

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas that apply to your agency's transportation service.

1. Type of Service: (Ambulatory, wheelchair, stretcher)

Door-to-door medical and marketing service consisting of: one wheelchair accessible bus that accommodates two wheel chair customers and 16 passengers for a total of 18, one non accessible wheelchair bus that accommodates 20 passengers, and one sedan able to accommodate four passengers.

2. Days and Hours of Service:

Door-to-door service operates Monday through Friday. Hours of operation are 7:30am to 4:30p.m.

No Saturday, Sunday, or Holiday service available. (see page 1)

3. Vehicle Inventory Listing: (attach if necessary)

2 buses (803 and 813) 1 Sedan (809)

4. Vehicle Equipment Standards: (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc.)

Buses are equipped with: public address system to comply with the Americans with Disabilities Act, and a 2-way radio system.

5. Driver Qualifications and Training Requirements:

Drivers are all CDL qualified having either a CDL Class A or CDL Class B licenses. All bus operators have been certified by Broward County Transit Training Department.

6. Agency's Fare Structure: (client fares, subcontractor reimbursement, eligibility)

Tamarac residents using door-to-door service pay a yearly fee of \$5.00 payable to the City of Tamarac due upon receipt.

7. Billing/ Invoicing/ Reimbursement Procedure: (What reports and how often are transportation reports generated?)

Daily, Weekly, and monthly statistics report are compiled, accounting for scheduled trips, wheelchair passengers, total passengers and mileage usage for each vehicle. The Operation Vehicle Condition Report (O.V.C.R.) completed by bus operators, is logged daily for bus safety inspection. Separate statistics reports are made for medical and marketing customers.

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

UNITED CEREBRAL PALSY OF BROWARD COUNTY, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

UNITED CEREBRAL PALSY OF BROWARD COUNTY, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

UNITED CEREBRAL PALSY OF BROWARD COUNTY, INC., a Florida, not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.

- 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal, inventory, and other reports as the COORDINATOR may require during the period of this Agreement.
 - 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle

insurance coverage shall be in accordance with Sections 234.03 and 234.211, Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

- 1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.
 - 1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.
 - 1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.
- 1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.
- 1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.
- 1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.
- 1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2
COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hours' notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

UNITED CEREBRAL PALSY OF BROWARD COUNTY, INC.
Attn: Ella Schutt
3117 SW 13th Court
Ft. Lauderdale, Florida 33312

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 8th day of August, 2000.

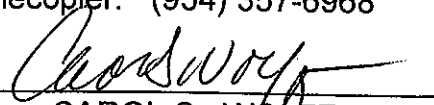
REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

Joseph Varsallone

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
CAROL S. WOLFF
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND UNITED CEREBRAL PALSY OF BROWARD
COUNTY, INC. FOR TRANSPORTATION DISADVANTAGED SERVICES

WITNESSES:

, Secretary

Eric R. Smith

Louis S. Zouvidis

(SEAL)

FOR THE AGENCY:

[Signature]
Vice President / President
Joseph A. Aniello, Ed.D.
Printed Name

Signed this 11 day of May, 2000.

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service: (Ambulatory, wheelchair, stretcher)

We provide both ambulatory and wheelchair transportation service, not stretcher service.

2. Days and Hours of Service:

We provide transportation to/from our vocational programs (Monday – Friday 7:00 am – 5:00 p.m.). We also provide vehicles to residential staff at group homes to provide transportation for adults with disabilities in the evenings and weekends.

***Service will NOT be provided on: (Holidays and other days)**

Transportation to/from vocational sites are not provided on holidays or staff inservice days (which correspond to the School Board calendar).

3. Vehicle Inventory Listing: (attach if necessary)

See attached listing.

4. Vehicle Equipment Standards: (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc.)

All vehicles have air conditioning, grab rails, fire extinguishers, first aid kits, cell phones, pagers, car seats, triangles, seat belts, and tie downs.

5. Driver Qualifications and Training Requirements:

Class D License, Driver Training, Drug Screening, MVR Record checks, Defensive Driving.

6. Agency's Fare Structure: (client fares, subcontractor reimbursement, eligibility)

We do not charge fares at this time. We do not subcontract at this time.

7. Billing/Invoicing/Reimbursement Procedures: (What reports and how often are transportation reports generated?)

We do billing monthly to all funders who fund transportation services. That billing is generated from our office at 3117 SW 13th Court, Fort Lauderdale. We do FTE report (for School Board, mass Transit Report and DOT Recertification Report annually).

CURRENT VEHICLE AND OTHER TRANSPORTATION EQUIPMENT INVENTORY FORM

Name of Applicant Organization: United Cerebral Palsy of Broward County, Inc. **Date Completed** February 4, 2000

Model Year	Vehicle Make and Type	FDOT Control No or Vin No	W/C Equip.	Avg miles Per year	Current Mileage	Anticipated Retire Date	Other Transportation Equipment(s) #	Source Funded By
1987	Chevrolet School Bus	89024*	Y	25,956	156,663			16 (b)(2)
1989	Dodge Ram Van	88412 <input checked="" type="checkbox"/>	Y	33,600	208,283			16 (b)(2)
1989	Dodge Ram Van	88413 *	Y	18,600	171,247			16 (b)(2)
1989	Dodge Ram Van	88438 <input checked="" type="checkbox"/>	Y	18,012	222,794			16 (b)(2)
1991	Ford Econoline Van	88482 <input checked="" type="checkbox"/>	Y	35,868	200,972			16 (b)(2)
1991	Ford Econoline Van	88483 <input checked="" type="checkbox"/>	Y	24,540	181,664			16 (b)(2)
1994	Chevy Body on chasis	89460	Y	4,512	26,382			16 (b)
1996	Ford Pioneer	92413	Y	26,364	70,495			16 (b)
1996	Ford Pioneer	92414	Y	24,732	75,572			16 (b)
1996	Ford Pioneer	92415	Y	18,684	89,974			16 (b)
1996	Ford Pioneer	92416	Y	17,796	83,269			16 (b)
1996	Dodge Van	92442	N	17,676	58,313			16 (b)
1996	Dodge Van	92443	N	23,136	63,243			16 (b)
1997	Ford Spartan	92481	Y	18,000	43,701			16 (b)
1997	Ford Spartan	92480	Y	20,700	31,574			16 (b)
1998	Ford Club Wagon	93416	N	34,236	67,215			16
1998	Ford Club Wagon	93417	N	21,900	25,782			16
1998	Ford Spartan	93418	Y	23,820	24,123			16
1999	Ford Spartan	93451	Y	16,800	7,172			5310
1999	Ford Spartan	93452	Y	26,400	13,021			5310
TOTALS # Vehicles 20								

Note: Identify the Vehicles(s) that would be replaced with this or other grants by placing * next to the model year.
 # to include computers, copiers, printers, communication systems etc. Computerized inhouse inventory is acceptable.
 Note: indicates these vehicles are being replaced by year 25 grant.

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

WOODHOUSE, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the
COMMUNITY TRANSPORTATION COORDINATOR

and

WOODHOUSE, INC.

for

TRANSPORTATION DISADVANTAGED SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, as the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, Florida Statutes, to serve the transportation disadvantaged for the community that includes the entire area of Broward County, and hereinafter referred to as the "COORDINATOR,"

AND

WOODHOUSE, INC., a Florida not-for-profit corporation, hereinafter referred to as "AGENCY."

WHEREAS, the COORDINATOR is required, under Rule 41-2, Florida Administrative Code, Contractual Arrangements, to enter into a Coordination Contract with those entities or agencies who receive transportation disadvantaged funds and who can perform more effectively and efficiently their own transportation, and, where cost effective and efficient, shall subcontract or broker transportation services to transportation operators; and

WHEREAS, transportation disadvantaged funds include any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the COORDINATOR desires to contract with the AGENCY for the coordination of transportation services for the transportation disadvantaged; and

WHEREAS, the COORDINATOR believes it to be in the public interest to provide, such transportation services through the AGENCY for the residents of the service area who are clients of the AGENCY; and

WHEREAS, the AGENCY will provide the COORDINATOR the opportunity to

develop a proposal for any new transportation services needed; and

WHEREAS, the AGENCY, in an effort to coordinate available resources, will make available, transportation services to the COORDINATOR; and

WHEREAS, this Coordination Agreement allows for the provision of transportation services by the AGENCY, in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, and the most current COORDINATOR policies; and

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COORDINATOR and AGENCY mutually agree as follows:

ARTICLE 1
AGENCY'S OBLIGATIONS

- 1.1 AGENCY shall provide or cause to be provided, services and vehicles according to the conditions specified in Attachment "I," attached hereto and made a part hereof.
- 1.2 In the effort to coordinate available resources and make available transportation services to the COORDINATOR, such services shall be provided in accordance with Attachment "I."
- 1.3 An Annual Operating Report shall be submitted to the COORDINATOR detailing demographic, operational, and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter referred to as Commission, and according to the instructions for the forms.
- 1.4 Comply with audit and record keeping requirements by:
 - 1.4.1 Utilizing the Commission recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports, invoices, and fiscal documents relating to the transportation disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
 - 1.4.2 Maintaining and filing with the COORDINATOR such progress, fiscal,

inventory, and other reports as the COORDINATOR may require during the period of this Agreement.

- 1.4.3 Providing copies of finance and compliance audits to the COORDINATOR and Coordinating Board as requested by the COORDINATOR or Coordinating Board.
- 1.5 Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings. The AGENCY shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the COORDINATOR or Commission or this Agreement. The Commission and the COORDINATOR shall have full access to and the right to examine any of the records and documents during the retention period.
- 1.6 Comply with safety requirements by:
 - 1.6.1 Complying with Section 341.061, Florida Statutes, and Rule 14-90, Florida Administrative Code, concerning System Safety or complying with Chapter 234.051, Florida Statutes, regarding school bus safety requirements for those services provided through a school board.
 - 1.6.2 Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;
 - 1.6.3 Complying with COORDINATOR's System Safety Program Plan (SSPP) for designated service area.
- 1.7 Comply, or assure compliance by subcontractors if applicable, with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of One Hundred Thousand Dollars (\$100,000.00) for any one person and Two Hundred Thousand Dollars (\$200,000.00) per occurrence at all times during the existence of this Agreement. Upon the execution of this Agreement, the AGENCY shall add the COORDINATOR as an additional named insured to all insurance policies covering vehicles transporting the transportation disadvantaged. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the COORDINATOR. The AGENCY shall verify the existence of such insurance coverage by any subcontractor pursuant to this Agreement, prior to the execution of this agreement, and provide the COORDINATOR written verification of same upon request. Vehicle insurance coverage shall be in accordance with Sections 234.03 and 234.211,

Florida Statutes. Insurance coverage in excess of One Million Dollars (\$1,000,000.00) per occurrence must be approved by the COORDINATOR and/or the Local Coordinating Board before inclusion in this Agreement or in the justification of rates and fare structures, s. 41-2.006(1), Florida Administrative Code.

1.8 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations, including but not limited to 45 CFR, Part 205.50, except upon order of a court of competent jurisdiction, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

1.9 Protect Civil Rights by:

1.9.1 Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The AGENCY gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefitting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the COORDINATOR. AGENCY shall also assure compliance with:

1.9.1.1 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.2 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.3 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefitting from federal financial assistance.

1.9.1.4 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefitting from federal financial assistance.

1.9.1.5 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35,

which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefitting from federal financial assistance.

1.9.1.6 All regulations, guidelines, and standards lawfully adopted under the above statutes.

1.9.1.7 The Americans with Disabilities Act of 1990, as it may be amended from time to time.

1.9.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance, and that it is binding upon the AGENCY, or its successors, subcontractors, subgrantees, or others with whom the COORDINATOR arranges to provide services or benefits to participants or employees in connection with any of its programs and activities are not discriminating against those participants or employees in violation of the above statutes, regulation, guidelines, and standards. In the event of failure to comply, the AGENCY agrees that the COORDINATOR may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

1.10 Comply with all standards and performance requirements of the Commission for the Transportation Disadvantaged (Attachment II). Failure to meet the requirements or obligations set forth in this Agreement, and performance requirements established and monitored by the Coordinating Board in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 3 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the COORDINATOR.

1.11 Provide Corrective Action. A corrective action notice is a written notice to the AGENCY, or any subcontractor thereof providing services pursuant to this Agreement, that the AGENCY or subcontractor is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable item for corrective action to be completed. The AGENCY agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

1.12 All contracts, subcontracts, and coordination contracts will be reviewed and approved annually by the COORDINATOR and local Coordinating Board for conformance with the requirements of this Agreement.

- 1.13 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, Consultant's Competitive Negotiation Act.
- 1.14 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code.
- 1.15 By execution of this agreement, the AGENCY represents that it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder. Any Transportation Disadvantaged Funds disbursed to the AGENCY under this Agreement shall not be expended for the purpose of lobbying the legislature, the judicial branch, or a state agency.
- 1.16 COUNTY and AGENCY agree that should AGENCY utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the AGENCY and any of its contractors or subcontractors shall so require.

ARTICLE 2
COORDINATOR'S OBLIGATIONS

- 2.1 Recognize the AGENCY as described in Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code.
- 2.2 Ensure that entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the coordinated system.
- 2.3 At a minimum, monitor the AGENCY, and/or any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, and reporting requirements, pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the AGENCY on an annual basis.

ARTICLE 3
TERM AND TERMINATION

- 3.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall automatically be annually renewed unless this Agreement is terminated pursuant to the terms and conditions of this article.

3.2 Termination Conditions:

- 3.2.1 Termination at Will: This Agreement may be terminated by either party upon no less than thirty (30) days' notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.
- 3.2.2 Termination due to Lack of Designation: In the event that the COORDINATOR so designated by the local Coordinating Board and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.3 Termination due to Disapproval of Memorandum of Agreement (set forth in Attachment III, attached hereto and made a part hereof): In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Agreement is terminated immediately upon notification to the AGENCY. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.
- 3.2.4 Termination for Breach: Unless the AGENCY breach is waived by the COORDINATOR in writing, the COORDINATOR may, by written notice to the AGENCY, terminate this Agreement upon no less than twenty-four (24) hour's notice. Notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the COORDINATOR of breach of any other provision of the Agreement shall not be deemed to be a waiver of this Agreement, and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the COORDINATOR's right to remedies at law or to damages.
- 3.2.5 Upon receipt of a notice of termination of this Agreement for any reason, the AGENCY shall cease service and prepare all final reports and documents required by the terms of this Agreement. A final invoice, if applicable, shall be sent to the COORDINATOR within thirty (30) days after the termination of this Agreement.

ARTICLE 4 NOTICE AND CONTACT

- 4.1 Whenever either party desires to give notice to the other, such notice must be in

writing, sent by certified U.S. Mail, postage prepaid, return receipt requested, or by hand-delivery, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this Article. For the present, the parties designate the following:

COORDINATOR:

Community Transportation Coordinator
Raymond Borlie
3201 West Copans Road
Pompano Beach, Florida 33069

AGENCY:

Woodhouse, Inc.
Attn: Marsha F. Linville
1001 NE 3rd Avenue
Pompano Beach, Florida 33060

- 4.2 In the event that different representatives are designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Agreement.

ARTICLE 5
INDEMNIFICATION

AGENCY shall at all times hereafter indemnify, hold harmless and, at County Attorney's option, defend or pay for an attorney selected by County Attorney to defend COORDINATOR, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused by negligent act or omission of AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by Contract Administrator and County Attorney, any sums due AGENCY under this Agreement may be retained by COORDINATOR until all of COORDINATOR's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to payment of interest by COORDINATOR.

ARTICLE 6
MISCELLANEOUS

6.1 NONDISCRIMINATION, EQUAL
EMPLOYMENT OPPORTUNITY, AND
AMERICANS WITH DISABILITIES ACT

AGENCY shall not unlawfully discriminate against any person in its operations and activities and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards.

AGENCY's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

AGENCY shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, AGENCY shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

AGENCY shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in

performing the Scope of Services or any part of the Scope of Services of this Agreement.

6.2 PUBLIC ENTITY CRIMES ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), which essentially provides that a person or affiliate who is a contractor, consultant or other provider and who has been placed on the convicted vendor list following a conviction for a Public Entity Crime may not submit a bid on a contract to provide any goods or services to COORDINATOR, may not submit a bid on a contract with COORDINATOR for the construction or repair of a public building or public work, may not submit bids on leases of real property to COORDINATOR, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COORDINATOR, and may not transact any business with COORDINATOR in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

6.3 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of the COORDINATOR. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.

6.4 THIRD PARTY BENEFICIARIES

Neither AGENCY nor COORDINATOR intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

6.5 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by AGENCY without the prior written consent of COUNTY.

AGENCY represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COORDINATOR's satisfaction.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COORDINATOR shall be comparable to the best local and national standards.

6.6 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment related to its performance under this Agreement.

AGENCY agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COORDINATOR in any legal or administrative proceeding in which he or she is not a party, unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COORDINATOR or in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude AGENCY or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted to utilize subcontractors to perform any services required by this Agreement, AGENCY agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

6.7 WAIVER OF BREACH AND MATERIALITY

Failure by COORDINATOR to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of

this Agreement.

AGENCY and COORDINATOR agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

6.8 COMPLIANCE WITH LAWS

AGENCY shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

6.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COORDINATOR or AGENCY elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

6.10 JOINT PREPARATION

The parties hereto acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been a joint effort of the parties, the language has been agreed to by parties to express their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

6.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 6 of this Agreement shall prevail and be given effect.

6.12 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this

Agreement shall be in Broward County, Florida.

6.13 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the COORDINATOR and AGENCY.

6.14 PRIOR AGREEMENTS, MODIFICATION & AMENDMENT

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document in accordance with Section 6.13 above.

6.15 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits are incorporated into and made a part of this Agreement.

6.16 MULTIPLE ORIGINALS

This Agreement may be executed in three (3) copies, each of which shall be deemed to be an original.

[Intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Director of Mass Transit, authorized to execute same by Resolution adopted on the 28th day of June, 1994, and AGENCY, signing by and through its _____, duly authorized to execute same.

FOR THE COORDINATOR:



Robert Roth, Director,
Division of Mass Transit

Signed this 8th day of August, 2000.

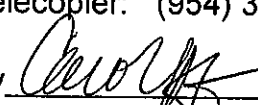
REVIEWED and RECOMMENDED BY:



(Chairperson, Local Coordinating
Board)

Joseph Varsallone

Approved as to form by
Office of the County Attorney
for Broward County, Florida
EDWARD A. DION, County Attorney
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By 
CAROL S. WOLFF
Assistant County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE COMMUNITY
TRANSPORTATION COORDINATOR AND WOODHOUSE, INC. FOR
TRANSPORTATION DISADVANTAGED SERVICES

WITNESSES:

Carol M. Nix
Secretary

Martha Linnell

Francis Bishop

FOR THE AGENCY:

Robert Lloyd
Vice President / President

ROBERT Lloyd
Printed Name

Signed this 10 day of May, 2000.

(SEAL)

CSW:cb
coorcont.NP
#98-114.09
04/14/00

ATTACHMENT I

AGENCY SERVICE DESCRIPTION

Provide written description of the following areas which apply to your agency's transportation service.

1. Type of Service : (Ambulatory, wheelchair, stretcher)

Wheelchair / Ambulatory

2. Days and Hours of Service :

24 hours - 7 days a week - Service provided on all days.

*Service will NOT be provided on : (Holidays and other days)

3. Vehicle Inventory Listing : (attach if necessary)

See Attached

4. Vehicle Equipment Standards : (air conditioning, grab rails, fire extinguishers, first aid kits, radio communication, securement devices, etc...)

All safety equipment, air conditioning, first aid kit, fire extinguishers, wheelchair tie downs.

5. Driver Qualifications and Training Requirements :

Must have a commercial drivers license and a good driving record.

6. Agency's Fare Structure : (client fares, subcontractor reimbursement, eligibility)

No fares are charged.

7. Billing / Invoicing / Reimbursement Procedures: (What reports and how often are transportation reports generated?)

No billing or invoicing is done.

WOODHOUSE, INC.
1001 N.E. 3RD AVENUE
POMPANO BEACH, FL 33060

VEHICLE INVENTORY

Year	Make	Serial Number	License #	DOT #
1995	Eldorado/Bus	1FDKE30G6SHB78293	X43243	92404
1995	Eldorado/Bus	1FDKE30G8SHB78294	X48242	92405
1998	Ford/Van	!FTSS34F8WHC05305	X52770	92419

ATTACHMENT II

The Commission for the Transportation Disadvantaged Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle, shall be allowed to be transported with the passenger at no additional charge. Additional requirements may be negotiated for carrying and loading rider property beyond this amount. Passenger property does not include wheelchairs, child seats, stretchers, secured oxygen, personal assistive devices, or intravenous devices.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any

time.

- (J) Drivers for paratransit services, including coordination contractors, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.
- (K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair securement devices, storage of mobility assistive devices, and closing the vehicle door. In certain paratransit service categories, the driver may also be required to open and close doors to buildings, except in situations in which assistance in opening/closing building doors would not be safe for passengers remaining in the vehicle. Assisted access must be in a dignified manner.
- (L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.
- (M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.
- (O) First Aid shall be determined locally.
- (P) Cardiopulmonary resuscitation shall be determined locally.