Memorandum

MIAMI-DADE COUNTY

Date:	April 3, 2012
To:	Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners
From:	Carlos A. Gimenez Mayor
Subject:	Resolution Authorizing the Approval and Execution of the Memorandum of Agreement (MOA) with the State of Florida Commission for the Transportation Disadvantaged to Coordinate Transportation Services for the Disadvantaged in Miami-Dade County

Agenda Item No. 8(O)(2)

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) authorize the County Mayor to approve a Memorandum of Agreement (MOA) with the State of Florida Commission for the Transportation Disadvantaged (CTD) designating the Board as the Miami-Dade County Community Transportation Coordinator (CTC) from January 1, 2012 to June 30, 2016. Acceptance of this MOA is a pre-requisite for the County to receive an estimated $7 million per fiscal year from the State's Transportation Disadvantaged Trust Fund.

SCOPE

The Board assigns Miami-Dade Transit (MDT) to fulfill the responsibilities of the CTC, as authorized by Rule 41-2 Florida Administrative Code and Section 427.0159, Florida Statues, by coordinating cost-effective transportation services for the disadvantaged population within Miami-Dade County. MDT utilizes the allocated Transportation Disadvantaged Trust Fund dollars to subsidize the local Special Transportation Services (STS) program and provide EASY Tickets to targeted disadvantaged groups through non-profit social service agencies. Therefore, the impact of the MOA is countywide.

FISCAL IMPACT/FUNDING SOURCE

This MOA results in the Board being eligible to receive an estimated $7 million per fiscal year from the State Transportation Disadvantaged Trust Fund via the Transportation Disadvantaged Trip and Equipment (T&E) Grant. In this current fiscal year 2011-12, the T&E Grant has allocated $6,942,911 with a local match in the amount of $771,435 for a total project amount of $7,719,365, and is included in MDT's FY 2011-12 Operating Budget.

TRACK RECORD/MONITOR

MDT, on behalf of the Board, has successfully satisfied the requirements of being the designated Miami-Dade County CTC since 1990. The MDT staff person responsible for administering this program is Harry Rackard, Manager of Transit Mobility Planning.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, Mayor's designee or the Miami-Dade Transit Director, to execute the Agreement and receive and expend these and any additional funds should they become available.

BACKGROUND

During the 1989 State Legislative Session, the Florida Commission for the Transportation Disadvantaged (CTD) was established to fund and oversee the expansion of transportation services for the disabled, elderly, at-risk children, and economically disadvantaged residents as authorized by Rule

41-2 Florida Administrative Code and Section 427.0159, Florida Statutes. The legislation also established a Transportation Disadvantaged Trust Fund, which receives monies from vehicle registration fees and gasoline sales taxes.

The CTD administers and distributes these funds to each established service area within the state through Community Transportation Coordinators (CTC) according to an established formula, requiring a ten percent (10%) local match. The CTD is responsible for establishing the distribution formula, which is based on several criteria: total service area population, total system vehicle miles, total system passenger trips, and total service area square miles. Funds have been distributed to every service area's CTC each year since 1990. Miami-Dade County, the largest CTC within the state, has received funding since this time.

To maintain a presence at the local level, the CTD has established Transportation Disadvantaged Local Coordinating Boards (LCB) for each service area that: advise them directly on local transportation disadvantaged issues, oversee the responsibilities of their local CTC, review all existing and proposed transportation disadvantaged programs, and recommend the use of funds received from the Transportation Disadvantaged Trust Fund. The Miami-Dade County LCB oversees MDT's activities as the CTC.

To assist with their local planning efforts, the CTD appoints a Designated Official Planning Agency (DOPA) for each service area to: staff the local LCB, appoint LCB members, recommend the designation of the service area's CTC, and assist the CTC in the development of the Transportation Disadvantaged Service Plan (TDSP). The Miami-Dade Metropolitan Planning Organization (MPO) is the DOPA for the Miami-Dade County service area.

Since 1990, the Miami-Dade MPO Governing Board has recommended to the CTD the designation of the Board, as Miami-Dade County's CTC. On October 20, 2011 the Miami-Dade MPO Governing Board, through MPO Resolution #39-11, recommended the designation of the Board as Miami-Dade County's CTC. The CTD then officially designated the Board on November 8, 2011 as the Miami-Dade County CTC effective January 1, 2012 to June 30, 2016.

This designation requires that the Board, as the CTC, enter into an MOA with the CTD to receive funding from the State Transportation Disadvantaged Trust Fund via the Transportation Disadvantaged Trip and Equipment (T&E) Grant. The Board delegates the responsibility of fulfilling the required responsibilities of the CTC to Miami-Dade Transit (MDT). Last year MDT received approximately $7 million in funding and coordinated almost 26 million trips.

The MOA requires the CTC to encourage social service agencies to work together to coordinate, utilize, and maximize the use of existing transportation resources to best serve the transportation disadvantaged population. MDT must enter into "coordination agreements" with all other operators who transport the disadvantaged population, including recipients of the Federal Transportation Administration's (FTA) Section 5310 Grant. This FTA grant funds the use of vehicles for non-profit social service agencies to transport their senior and disabled clients at no cost to the county.

MDT utilizes approximately $5 million of the Transportation Disadvantaged Trust Fund's T&E Grant dollars to offset the county's Special Transportation Services (STS) program costs. STS, a federally unfunded mandate to provide ADA transportation service, provides transportation for individuals who are unable to use conventional transportation services. STS will cost the county approximately $43 million this fiscal year.

MDT utilizes the remaining funds (approximately $2 million) to meet state requirements to include service to other classes of transportation disadvantaged individuals such as the elderly, economically disadvantaged, and at-risk children who have no alternate transportation services available. Programs for these individuals include the distribution of EASY Ticket to targeted groups through applicable social service agencies. Recipients receive pre-loaded EASY Tickets, which provide the equivalent of one of the following: one trip, daily, weekly, and/or a monthly pass.

Finally, this new MOA will expand upon successful existing programs, as well new programs and services, which are expected to increase the use of existing transportation resources to provide transportation to the elderly, handicapped, at-risk children, and economically disadvantaged citizens, in a cost-effective manner. This MOA presents a realistic approach to coordinating publicly subsidized transportation services, and continues the effort to expand the cost-effective use of existing transportation resources.

Deputy Mayor /County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: April 3, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(O)(2)

Please note any items checked.

_____ **"3-Day Rule" for committees applicable if raised**

_____ **6 weeks required between first reading and public hearing**

_____ **4 weeks notification to municipal officials required prior to public hearing**

_____ **Decreases revenues or increases expenditures without balancing budget**

_____ **Budget required**

_____ **Statement of fiscal impact required**

_____ **Ordinance creating a new board requires detailed County Manager's report for public hearing**

_____ **No committee review**

_____ **Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous_____) to approve**

_____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(O)(2)
4-3-12

RESOLUTION NO. _____

RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY FROM JANUARY 1, 2012 TO JUNE 30, 2016

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

WHEREAS, the State of Florida is authorized to enter into agreements to provide state funding for the transportation programs and projects; and

WHEREAS, this board has the authority to file for Transportation Disadvantaged Trust Fund Applications and to undertake transportation disadvantaged service projects as authorized by Rule 41-2 Florida Administrative Code and Section 427.0159, Florida Statues,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves the Memorandum of Agreement between Miami-Dade County and the State of Florida Commission for the Transportation Disadvantaged for the coordination of transportation services for the disadvantaged in substantially the form attached hereto and made a part thereof;

Section 2. This Board further authorizes the County Mayor, Mayor's designee, or Miami-Dade Transit Director to execute such agreements as are approved by the County

Attorney's Office; to receive and expend funds in accordance with such aforementioned contracts and agreements; to receive and expend any additional funds should they become available; and to file and execute any additional agreements, revisions, or amendments as required to carry out the projects for and on behalf of Miami-Dade County, Florida.

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

Joe A. Martinez, Chairman
Audrey M. Edmonson, Vice Chairwoman

Bruno A. Barreiro	Lynda Bell
Esteban L. Bovo, Jr.	Jose "Pepe" Diaz
Sally A. Heyman	Barbara J. Jordan
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of April, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By:_____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Contract # TD1287

Effective: 1/1/12 to 6/30/16

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is between the COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, hereby referred to as the "Commission," and

Miami-Dade Transit, 701 NW 1st Court, Suite #1700, Miami, FL 33136

the COMMUNITY TRANSPORTATION COORDINATOR, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of

Miami-Dade county(ies), and hereafter referred to as the "Coordinator."

This Agreement is made in consideration of the mutual benefits to both parties; said consideration acknowledged hereto by the parties as good and valuable consideration.

The Parties Agree:

I. The Coordinator Shall:

A. Become and remain totally apprised of all of the Transportation Disadvantaged resources available or planned in their designated service area. This knowledge will be used to plan, coordinate, and implement the most cost effective transportation disadvantaged transit system possible under the economic and other conditions that exist in the designated service area.

B. Plan and work with Community Transportation Coordinators in adjacent and other areas of the state to coordinate the provision of community trips that might be handled at a lower overall cost to the community by another Coordinator. This includes honoring any Commission-approved statewide certification program that allows for intercounty transportation opportunities.

C. Arrange for all services in accordance with Chapter 427, Florida Statutes, and Rule 41-2, FAC, and as further required by the Commission and the local Coordinating Board approved Transportation Disadvantaged Service Plan.

D. Return any acquired profits or surplus funds originating through the course of business as the Coordinator that are beyond the amounts(s) specifically identified and approved in the accompanying Transportation Disadvantaged Service Plan. Such profits or funds shall be returned to the Coordinator's transportation system or to any subsequent Coordinator, as a total transportation system subsidy, to be applied to the immediate following operational year. The Coordinator will include similar language in all coordination contracts to assure that transportation disadvantaged related revenues are put back into transportation disadvantaged services.

E. Accomplish this Project by:

1. Developing a Transportation Disadvantaged Service Plan for approval by the local Coordinating Board and the Commission. Coordinators who are newly designated to a particular service area shall submit a local Coordinating Board approved Transportation Disadvantaged Service Plan, within 120 calendar days following the execution of the Coordinator's initial memorandum of agreement with the Commission, for approval by the Commission. All subsequent Transportation Disadvantaged Service Plans shall be submitted and approved with the corresponding memorandum of agreement. The approved Transportation Disadvantaged Service Plan will be implemented and monitored to provide for community-wide transportation services for purchase by non-sponsored transportation disadvantaged persons, contracting social service agencies, and other entities that use local, state, or federal government funds for the purchase of transportation for the transportation disadvantaged.

2. Maximizing the use of available public school transportation resources and public fixed route or fixed schedule transit services and assuring that private or public transit, paratransit operators, and school boards have been afforded a fair opportunity to participate to the maximum extent feasible in the planning process and in the development of the provisions of the Transportation Disadvantaged Service Plan for the transportation disadvantaged.

3. Providing or arranging 24-hour, 7-day per week transportation disadvantaged service as required in the designated service area by any Federal, State or Local Government agency sponsoring such services. The provision of said services shall be furnished in accordance with the prior notification requirements identified in the local Coordinating Board and Commission approved Transportation Disadvantaged Service Plan.

4. Complying with all local, state, and federal laws and regulations that apply to the provision of transportation disadvantaged services.

5. Submitting to the Commission an Annual Operating Report 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 and according to the instructions of said forms.

F. Comply with Audit and Record Keeping Requirements by:

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. Community Transportation Coordinators 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.

2. Assuming the responsibility of invoicing for any transportation services arranged,

unless otherwise stipulated by a purchase of service contract or coordination contract.

3. Maintaining and filing with the Commission, local Coordinating Board, and all purchasing agencies/entities such progress, fiscal, inventory, and other reports as those entities may require during the period of this Agreement.

4. Providing copies of finance and compliance audits to the Commission and local Coordinating Board as requested by the Commission or local Coordinating Board.

5. Reporting accidents involving a vehicle operated within the coordinated transportation system in the coordinator's designated service area. Accidents involving a fatality or fatalities must be reported to the Commission not more than 24 hours after the community transportation coordinator becomes aware of the fatal accident. Any other accident, those not involving a fatality or fatalities, with over $1,000 in property damages, or personal injury that requires evacuation to a medical facility or a combination of both, must be reported to the Commission not more than 72 hours after the community transportation coordinator becomes aware of the accident. Copies of any accident report or reports prepared or received by the community transportation coordinator as a result of any accident must be sent to the Commission upon receipt or preparation of the report.

G. 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 five (5) years, the records shall be retained until resolution of the audit findings. The Coordinator shall assure that these records shall be subject to inspection, review, or audit at all reasonable times by persons duly authorized by the Commission or this Agreement. They shall have full access to and the right to examine any of the said records and documents during the retention period.

H. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, FAC, concerning System Safety; or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board; and

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing. Conduct 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.

I. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $200,000 for any one person and $300,000 per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged through the Community Transportation Coordinator. Upon the execution of this Agreement, the Coordinator shall add the Commission 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 Commission. The Coordinator shall insure that contracting transportation operators and

coordination contractors also maintain the same minimum liability insurance, or an equal governmental insurance program. Insurance coverage in excess of $1 million per occurrence must be approved by the Commission and the local Coordinating Board before inclusion in the Transportation Disadvantaged Service Plan or in the justification of rates and fare structures. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida and written verification of insurance protection in accordance with Section 768.28, Florida Statutes, shall be provided to the Commission upon request.

J. 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 (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

K. Protect Civil Rights by:

1. Complying with state and federal laws including but not limited to laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin. The Coordinator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts 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 requested by the Commission.

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 Coordinator, its successors, subcontractors, transferee, and assignees for the period during which such assistance is provided. Assure that all operators, subcontractors, subgrantee, 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, regulations, guidelines, and standards. In the event of failure to comply, the Coordinator agrees that the Commission 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.

L. To the extent allowed by Section 768.28, Florida Statutes, and only to the monetary and other limitations contained therein, indemnify and hold harmless the Commission and all of the Commission's members, officers, agents, and employees; purchasing agency/entity officers, agents, and employees; and the local, state, and federal governments from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the Coordinator during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the Commission or said parties may be subject, except that neither the Coordinator nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Commission or any of its members, officers, agents or employees; purchasing agency/entity, officers, agents, and employees; and local, state, or federal governments. Nothing herein is intended to serve as a waiver of sovereign immunity by any agency/entity or Coordinator to which sovereign immunity may be applicable. Nothing

herein shall be construed as consent by a state agency/entity or political subdivision of the State of Florida or the federal government to be sued by third parties in any matter arising out of any Agreement or contract. Notwithstanding the foregoing, pursuant to Section 768.28, Florida Statutes, no agency or subdivision of the state shall be required to indemnify, insure, or assume any liability for the Commission's negligence.

M. Comply with standards and performance requirements of the Commission, the local Coordinating Board approved Transportation Disadvantaged Service Plan, and any purchase of service contracting agencies/entities. Failure to meet the requirements or obligations set forth in this MOA, and performance requirements established and monitored by the local Coordinating Board in the approved Transportation Disadvantaged Service Plan, shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Commission.

N. Comply with subcontracting requirements by executing or negotiating contracts for transportation services with Transportation Operators and Coordination Contractors, and assuring that the conditions of such contracts are maintained. The requirements of Part 1, Paragraph E.5. through M are to be included in all contracts, subcontracts, coordination contracts, and assignments made by the Coordinator for services under this Agreement. Said contracts, subcontracts, coordination contracts, and assignments will be reviewed and approved annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Agreement.

O. Comply with the following requirements concerning drivers and vehicles:

1. 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. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle.

2. 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 wheelchair 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 on the vehicle. Assisted access must be in a dignified manner. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.

3. 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.

4. All vehicles providing service within the coordinated system, 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.

P. Comply with other requirements as follows:

1. Transport an escort of a passenger and dependent children as locally negotiated and identified in the local Transportation Disadvantaged Service Plan.

2. Determine locally in the Transportation Disadvantaged Service Plan, the use, responsibility, and cost of child restraint devices.

3. Transport with the passenger at no additional charge, passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle. 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.

4. Provide shelter, security, and safety of passengers at vehicle transfer points.

5. Post a local or other toll-free number for complaints or grievances inside each vehicle. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board.

6. Provide out-of-service-area trips, when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips.

7. Keep interior of all vehicles 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.

8. Determine locally by the local Coordinating Board and provide in the local Transportation Disadvantaged Service Plan the billing requirements of the Community Transportation Coordinator. All bills shall be paid to subcontractors within 7 calendar days after receipt of said payment by the Coordinator, in accordance with Section 287.0585, Florida Statutes.

9. Maintain or have access to a passenger/trip database on each rider being transported within the system.

10. Provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time.

11. First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

12. Cardiopulmonary Resuscitation shall be determined locally and provided in the local

Transportation Disadvantaged Service Plan.

II. The Commission Shall:

A. Recognize the Coordinator as the entity described in Section 427.011(5), Florida Statutes, and Rule 41-2.002(4), F.A.C.

B. Attempt to Insure that all entities with transportation disadvantaged funds will purchase transportation disadvantaged services through the Coordinator's system.

III. The Coordinator and the Commission Further Agree:

A. Nothing in this Agreement shall require the Commission to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any of the provisions of this Agreement is found by a court of law to violate any applicable state law, the purchasing agency/entity will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Coordinator to the end that the Coordinator may proceed as soon as possible with the provision of transportation services.

B. If any part or provision of this Agreement is held invalid, the remainder of this Agreement shall be binding on the parties hereto.

C. Termination Conditions:

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.

2. Termination for Breach - Unless the Coordinator's breach is waived by the Commission in writing, the Commission may, by written notice to the Coordinator, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. Waiver by the Commission of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms 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 Commission's right to remedies at law or to damages.

D. This agreement will expire unless an extension is granted to the Coordinator in writing by the Commission, in accordance with Chapter 287, Florida Statutes.

E. Renegotiations or Modifications of this Agreement shall only be valid when they have been reduced to writing, duly approved by the Commission, and signed by both parties hereto.

F. Notice and Contact:

The name and address of the contract manager for the Commission for this Agreement is: **Executive Director, 605 Suwannee Street, MS-49, Tallahassee, FL 32399-0450.** The representative/position of the Coordinator responsible for administration of the program under

this Agreement is:
Transit Director

In the event that either party designates different representatives 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.

This document has been reviewed in its entirety and approved by the local Coordinating Board at its official meeting held on _____.

_____
Coordinating Board Chairperson

WITNESS WHEREOF, the parties hereto have caused these presents to be executed.

COMMUNITY TRANSPORTATION COORDINATOR:

Miami-Dade Transit
Agency Name

Ysela Llort
Typed Name of Authorized Individual

Signature: _____

Title: Interim Director

STATE OF FLORIDA, COMMISSION FOR THE TRANSPORTATION DISADVANTAGED:

_____
Typed Name of Authorized Individual

Signature: _____

Title: Executive Director

Bruce Tobiaker
Approved as to form and legal sufficiency

Rev. 11/11/11