Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(J)(1)(A)
06-26-07

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

RESOLUTION NO. R-758-07

RESOLUTION AUTHORIZING THE APPROVAL AND EXECUTION OF COORDINATION AND FARE AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH ACTION COMMUNITY CENTER, INC.; ALLAPATTAH COMMUNITY CENTER, INC.; ASSOCIATION FOR RETARDED CITIZENS OF SOUTH FLORIDA—ADULT PROGRAM; ASSOCIATION FOR RETARDED CITIZENS OF SOUTH FLORIDA—CHILDREN'S PROGRAM); BETTER WAY OF MIAMI, INC.; CHARLEE OF DADE COUNTY, INC.; CITRUS HEALTH NETWORK, INC.; CONCEPT HOUSE INC.; EASTER SEALS OF SOUTH FLORIDA, INC.; FELLOWSHIP HOUSE; GOODWILL INDUSTRIES, INC.; HEBREW HOMES HEALTH NETWORK; HELEN B. BENTLEY FAMILY HEALTH CENTER, INC.; HIALEAH HOUSING AUTHORITY; JEWISH COMMUNITY SERVICES OF SOUTH FLORIDA; LITTLE HAVANA ACTIVITIES & NUTRITION CENTERS OF DADE COUNTY, INC.; LOVE SOUTH DADE, INC.; MIAMI BEACH COMMUNITY HEALTH CENTER; MIAMI BRIDGE YOUTH AND FAMILY SERVICES, INC.; MIAMI LIGHTHOUSE FOR THE BLIND; MIAMI JEWISH HOME AND HOSPITAL FOR THE AGED; NEW HORIZONS COMMUNITY HEALTH CENTER, INC.; NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS SERVICE, INC.; SUNRISE COMMUNITY, INC.; VILLA MARIA NURSING AND REHABILITATION CENTER, INC.; AND THE VILLAGE SOUTH, INC.

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

MEMORANDUM
(Revised)

TO: Honorable Chairman Bruno A. Barreiro and Members, Board of County Commissioners

DATE: June 26, 2007

FROM: Murray A. Greenberg County Attorney

SUBJECT: Agenda Item No. 8(J)(1)(A)

Please note any items checked.

_____ **"4-Day Rule" ("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**

_____ **Bid waiver requiring County Manager's written recommendation**

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

✓ **Housekeeping item (no policy decision required)**

✓ **No committee review**

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the Coordination and Fare Agreements between Miami-Dade County and Action Community Center, Inc.; Allapattah Community Center Inc.; Association for Retarded Citizens of South Florida (Adult and Children's programs); Better Way of Miami, Inc.; CHARLEE Of Dade County, Inc.; Citrus Health Network, Inc.; Concept House Inc.; Easter Seals of South Florida, Inc.; Fellowship House; Goodwill Industries, Inc.; Hebrew Homes Health Network; Helen B. Bentley Family Health Center, Inc.; Hialeah Housing Authority; Jewish Community Services of South Florida; Little Havana Activities & Nutrition Centers of Dade County, Inc.; Love South Dade, Inc.; Miami Beach Community Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Lighthouse for the Blind; Miami Jewish Home and Hospital for the Aged; New Horizons Community Health Center, Inc.; North Miami Foundation for Senior Citizens Service, Inc.; Sunrise Community, Inc.; Villa Maria Nursing and Rehabilitation Center, Inc.; and The Village South, Inc.; in substantially the form attached hereto and made a part hereof; and authorizes the County Mayor to execute same for and on behalf of Miami-Dade County.

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

Bruno A. Barreiro, Chairman	aye		
Barbara J. Jordan, Vice-Chairwoman	aye		
Jose "Pepe" Diaz	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Joe A. Martinez	aye	Dennis C. Moss	aye
Dorrin D. Rolle	aye	Natacha Seijas	aye
Katy Sorenson	aye	Rebeca Sosa	aye
Sen. Javier D. Souto	aye		

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of June, 2007. 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

COUNTY COMMISSIONERS DADE COUNTY FLORIDA

By: KAY SULLIVAN
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

Memorandum

MIAMI-DADE COUNTY

Date: June 26, 2007

Agenda Item No. 8(J)(1)(A)

To: Honorable Chairman Bruno A. Barreiro
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Subject: Resolution Authorizing the Approval and Execution of Coordination and Fare Agreements for the Coordination of Transportation Disadvantaged Services in Miami-Dade County

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RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the Coordination and Fare Agreements between Miami-Dade County, as the Community Transportation Coordinator (CTC) with the following 26 agencies/entities: Action Community Center, Inc.; Allapattah Community Center, Inc.; Association for Retarded Citizens of South Florida-Adult Program; Association for Retarded Citizens of South Florida-Children's Program; Better Way of Miami, Inc.; CHARLEE of Dade County, Inc.; Citrus Health Network, Inc.; Concept House, Inc.; Easter Seals of South Florida, Inc.; Fellowship House; Goodwill Industries, Inc.; Hebrew Homes Health Network; Helen B. Bentley Family Health Center, Inc.; Hialeah Housing Authority; Jewish Community Services of South Florida; Little Havana Activities & Nutrition Centers of Dade County, Inc.; Love South Dade, Inc.; Miami Beach Community Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Lighthouse for the Blind; Miami Jewish Home and Hospital for the Aged; New Horizons Community Health Center, Inc.; North Miami Foundation for Senior Citizens Service, Inc.; Sunrise Community, Inc.; Villa Maria Nursing and Rehabilitation Center, Inc.; and The Village South, Inc.; for the provision of safe, cost-efficient coordinated transportation for the transportation disadvantaged in Miami-Dade County.

It is further recommended that the Board authorize the County Mayor, or his designee, to execute the Agreements.

SCOPE

The impact of this Agreement will be Countywide as the services provided by these 26 agencies cover all districts.

FISCAL IMPACT/FUNDING SOURCE

There is a minimal fiscal impact for the County as staff time devoted to obtaining and reviewing signed documents is covered under a Transportation Disadvantaged Planning Grant administered through the Metropolitan Planning Organization (MPO).

TRACK RECORD/MONITOR

MDT has entered into numerous transportation agreements with this Florida Department of Transportation (FDOT) funded program over the course of more than 10 years. The project manager for this agreement is Harry Rackard, Manager, MDT, Transit Mobility Planning.

BACKGROUND

Through the MPO, Miami-Dade Transit (MDT) is the designated CTC for Miami-Dade County and coordinates transportation services for transportation disadvantaged target populations. The Coordination and Fare Agreements are written agreements between the County, as the CTC, and agencies that receive transportation disadvantaged funds. FDOT has awarded vehicles to organizations that have applied for funding through the 5310 Capital Grant Program. Pursuant to Florida Administrative Code (FAC) 41-2, recipients must maintain a written and fully executed Coordination Agreement with the CTC.

Funding for the vehicles provided to these agencies under the Section 5310 Grant is 80% Federal, 10% State, and 10% from the agency receiving the vehicle. There are no County capital funds involved. The State administers the program.

The Coordination and Fare Agreements are required by State law (s.427.013 (21), F.S.) to assure that publicly funded transportation services are provided in the most cost effective manner. Attached is a sample agreement between the County and Love South Dade, Inc.; the agreements with the other agencies are all similar in format.

The effective dates of these Agreements are July 2007 through June 2008.

Assistant County Manager

COORDINATION AND FARE AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of July 2007 by and between LOVE SOUTH DADE, INC., a corporation organized and existing under the laws of Florida having its principal offices at 19701 SW 127 AVE. (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal offices at 111 N.W. 1st Street, Suite # 910, Miami, Florida 33128-1989 (hereinafter referred to as the "**County**") and represented by **MIAMI-DADE TRANSIT**, (hereinafter referred to as the "Coordinator").

W I T N E S S E T H:

WHEREAS, the Provider has offered to provide transportation services that shall conform to the requirements of this Agreement; -and,

WHEREAS, the County desires to have such services performed in accordance with the terms of this Agreement.

WHEREAS, the County has entered into a Memorandum of Agreement (MOA) with the Commission for the Transportation Disadvantaged, hereinafter referred to as the "Commission", to serve the transportation disadvantaged for the community that includes the entire area of Miami-Dade County pursuant to Florida Statute Chapter 427 and in accordance with the Coordinator's Transportation Disadvantaged Service Plan (TDSP).

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

A. TERM OF AGREEMENT

The terms and conditions of this Agreement shall be effective July 1, 2007 and will continue through June 30, 2008.

B. SERVICE AND FARES

The Provider shall provide the following type of transportation services:

1. The Provider's office hours and phone number by which services can be obtained are:

Monday - Friday, 9 a.m. - 5 p.m. 305-251-0876

2. The Provider's service hours and days of operation are as follows:

6 - 8 hours/day; Sunday - Saturday

3. The Provider's cost in providing each one way trip is:

projected $3.00

Neither the State nor the County shall be obligated to reimburse the cost to the provider to provide these transportation services. This is an informational request only.

4. The calculation methodology used to justify the Provider's cost is as follows:

projected cost/projected number of trips

5. The Provider agrees that other entities that have executed Coordination and Fare Agreements may access transportation services at the same fare as described above. The fare described above shall be paid by each entity that has utilized transportation service. When providing transportation services to individuals of transportation disadvantaged programs, services, and organizations for compensation, the Providers shall comply with all requirements of the Code of Miami-Dade County Florida including but not limited to Chapter 31.

6. The Provider shall provide the following transportation services (describe transportation services):

Door to door service to and from medical appointments, pharmacy visits, therapy, social activities, training worship.

C. COMPLY WITH AUDIT AND RECORD KEEPING REQUIREMENTS

The Provider shall:

1. Comply with all reporting requirements in accordance with the MOA and the Coordinator's Transportation Disadvantaged Service Plan.

2. Maintain a daily travel log containing the dates of operation, the number of trips, the amount of miles and the number of clients transported each trip. The log shall also include a weekly total of one way passenger trips, passenger trip miles, passenger hours of vehicle operation, and number of ambulatory and non-ambulatory passengers.

3. Submit to the Coordinator an Annual Operating report detailing demographic, operational and financial data regarding coordination activities in the designated service area on a yearly basis. This report shall be prepared on forms provided by the Commission and according to the instructions of said forms.

4. Maintain accurate records regarding insurance, driver salaries, maintenance, and repairs necessary to determine actual cost per one way trip.

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 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.

D. COMPLY WITH SAFETY REQUIREMENTS

The Provider shall:

1. Comply with Section 341.061, Florida Statutes and Rule 14-90, Florida Administrative Code, concerning System Safety; or comply with Chapter 234.051 Florida Statutes, regarding school bus safety requirements for those services provided through a school board.

2. Comply with local, state and federal laws, and Commission policies relating to drug testing. The Provider shall 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.

E. INSURANCE REQUIREMENTS

The Provider shall:

Comply with the following minimum insurance requirements:

1. Insurance requirements

   a. Worker's Compensation Insurance as required by Florida Statute 440.

   b. Public Liability Insurance on a comprehensive basis, including contractual liability, in an amount not less than $300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.

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c. Automobile Liability Insurance covering all vehicles used in connection with the work, in an amount not less than $100,000 per person, $300,000 per occurrence for bodily injury and $50,000 per occurrence for property damage. Deductibles of more than $10,000 per person, $20,000 per accident for bodily injury and $10,000 per accident for property damage will not be accepted. Deductibles, if any, must be clearly stated on the certificate of insurance. If a policy contains a deductible, a self-insurance certificate as described in Section E.2 must accompany the insurance certificate.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Provider.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and must be members of the Florida Guaranty Fund.

Certificates will indicate that no modification or change in insurance shall be made without thirty (30) days written advance notice to the certificate holder.

2. SELF-INSURER

The Provider may meet the first $10,000 per person, $20,000 per accident bodily injury and $10,000 property damage (or $30,000 combined single limit) auto insurance requirements through a legally established, state approved self-insurance or risk management plan.

The Provider electing self-insurance shall meet the requirements of the Florida Financial Responsibility Law as it currently exists or as it may be amended from time to time.

A Self Insurance Certificate issued by the State of Florida must be provided to the County.

F. SAFEGUARDING INFORMATION

The Provider shall:

Safeguard information, and require any provider of transportation disadvantaged services to safeguard information, by not using or disclosing any information concerning a user of transportation services under this Agreement except as provided by law

G. PROTECT CIVIL RIGHTS

The Provider shall:

Comply with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Provider 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 Coordinator. The Provider shall also comply with:

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.

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

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.

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.

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.

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

7. All other applicable laws, regulations, guidelines, and standards.

The Provider agrees that compliance with this assurance constitutes a condition of this agreement and continued receipt of or benefit from federal financial assistance, and that it is binding upon the Provider, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. The Provider shall ensure that it as well as all operators, subcontractors, sub-grantees, or others with whom the Provider 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 Provider 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 compliance or administrative relief, to include assistance being terminated and further assistance being denied.

H. INDEMNIFICATION AND HOLD HARMLESS

The Provider shall:

Indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners, principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

I. REQUIRING COMPLIANCE WITH THE FOLLOWING REQUIREMENTS CONCERNING DRIVERS AND VEHICLES

The Provider shall comply with the following standards:

1. Drivers shall 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 (i.e., private-non-profit social service agencies) 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. In accordance with local Coordinating Board policy an Operators State of Florida drivers license in the operators possession is acceptable as a badge for operators of vehicles of agencies with coordination agreements.

2. Drivers 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 a wheelchair user up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver.

3. 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. All vehicles that are not equipped with an air conditioner and/or heater shall be required to have two years to be in compliance as specified in Rule 41-2.

4. Utilize vehicles equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance as specified in Rule 41-2.

5. Comply with all local, State and Federal laws and regulations that apply to the transportation disadvantaged services to be provided pursuant to this Coordination and Fare Agreement.

J. COMPLY WITH OTHER REQUIREMENTS AS FOLLOWS

The Provider shall:

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

2. 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.

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

4. Post a local or other toll-free number for complaints or grievances inside each vehicle.

5. 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.

6. Keep the 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.

7. Maintain a passenger/trip database on each rider being transported within the system.

8. Provide each rider and escort, child, or personal care attendant adequate seating for provider-sponsored transportation services. No more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

10. Administer first-aid assistance as provided for in the local Transportation Disadvantaged Service Plan.

11. Administer Cardiopulmonary Resuscitation (CPR) assistance as provided for in the local Transportation Disadvantaged Service Plan.

K. TERMINATION CONDITIONS

1. Termination without cause:

   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 Provider's breach is waived by the County in writing, the County may 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 County 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 no limit the County's right to remedies at a law or to damages. If the Provider abandons or, before completion, ceases to perform its responsibilities under this Agreement; or for any other reason, the commencement, prosecution, or timely completion of the Agreement by the Provider is rendered improbable, infeasible, impossible, or illegal, the County may, by written notice to the Provider, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the County may terminate any or all of its obligations under this Agreement.

L. NOTICE AND CONTACT

The name and address of the contract manager for the Coordinator for this Agreement is: Mr. Harry A. Rackard, MDT Transit Mobility Planning Section, 3300 N.W. 32 Avenue, Miami, Florida 33142. The representative/position of the Provider responsible for administration of the program under this Agreement is:

Patricia Glasper
19701 SW 127 Avenue
Miami, FL 33177

M. CONFLICT OF INTEREST

The Provider agrees to abide by and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County), as amended, which is incorporated herein by reference as if fully set forth herein, in connection with its contract obligations hereunder.

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N. AUTONOMY

Both parties agree that this Agreement recognizes the Autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the Provider is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Provider's agents and employees are not agents or employees of the County.

O. ORDER OF PRECEDENCE

In the event that any of the provisions of this Agreement should conflict with the provisions of the Coordinator's Transportation Disadvantaged Service Plan, the latter shall control. Nothing contained in this Coordination Agreement shall be construed to override the provisions of the Memorandum of Agreement or the Coordinator's Transportation Disadvantaged Service Plan.

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

PROVIDER:

Pastor Edward Payne
Signature

Love South Dade Board Chairman
Title

COUNTY:

George M. Burgess

County Manager
Title

COORDINATOR:

David R. Fialkoff, P.E.

MDT - Chief, Service and
Mobility Planning Division
Local Transportation Coordinator
Title

Bruce Libhaber
Bruce Libhaber
Approved as to form and legal
Sufficiency

MIAMI-DADE COUNTY AFFIDAVITS

The contracting individual or entity (governmental or otherwise) shall indicate by an "X" all affidavits that pertain to this agreement and shall indicate by an "N/A" all affidavits that do not pertain to this agreement. All blank spaces must be filled.

The MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT;

MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT; MIAMI-DADE CRIMINAL RECORD AFFIDAVIT; and DISABILITY NON-DISCRIMINATION AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies thereof, the State or any political subdivision or agency thereof or any municipality of this State. The MIAMI-DADE FAMILY LEAVE AFFIDAVIT shall not pertain to contracts with the United States or any of its departments or agencies or the State of Florida or any political subdivision or agency thereof, it shall, however, pertain to municipalities of the State of Florida. All other contracting entities or individuals shall read carefully each affidavit to determine whether or not it pertains to this contract.

I Pastor Edward Paine, being first duly sworn state:

Affiant

The full legal name and business address of the person(s) or entity contracting or transacting business with Miami-Dade County are (Post Office addresses are not acceptable):

56-2379057

Federal Employer Identification Number (If none, Social Security)

Love South Dade Inc.

Name of Entity, Individual(s), Partners or Corporations

Doing Business As (if same as above, leave blank)

19701 SW 127 Avenue, Miami, FL 33177

Street Address City State Zip Code

I. **MIAMI-DADE COUNTY DISCLOSURE AFFIDAVIT** (Sec. 2-8.1 of the County Code)

1. If the contract or business transaction is with a corporation, the full legal name and business address shall be provided for each officer and director and each stockholder who holds directly or indirectly five percent (5%) or more of the corporation's stock. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the full legal name and address shall be provided for each trustee and each beneficiary. The foregoing requirements shall not pertain to contracts with publicly-traded corporations or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State. All such names and addresses are (Post Office addresses are not acceptable):

Full Legal Name	Address	Ownership
N/A		%
N/A		%
N/A		%

2. The full legal names and business address of any other individual (other than subcontractors, materialmen, suppliers, laborers, or lenders) who have or will have any interest (legal, equitable, beneficial or otherwise) in the contract or business transaction with Miami-Dade County are (Post Office addresses are not acceptable):

N/A

3. Any person who willfully fails to disclose the information required herein, or who knowingly discloses false information in this regard shall be punished by a fine of up to five hundred dollars ($500.00) or imprisonment in the County jail for up to sixty (60) days or both.

II. **MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT** (County Ordinance No. 90-133. Amending Section 2-8.1: Subsection (d)(2) of the County Code).

Except where precluded by federal or State laws or regulations, each contract or business transaction or renewal thereof which involves the expenditure of ten thousand dollars ($10,000.00) or shall require the entity contracting or transacting business to disclose the following information. The foregoing disclosure requirements do not apply to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof or any municipality of this State.

1. Does your firm have a collective bargaining agreement with its employees?
   [ ] Yes [xx] No

2. Does your firm provide paid health care benefits for its employees?
   [xx] Yes [ ] No

3. Provide a current breakdown (number of persons) of your firm's work force and ownership as to race, nation origin and gender:

White:	2 Males	1 Females
Black:	____ Males	2 Females
Hispanic:	2 Males	1 Females
Asian:	____ Males	____ Females
American Indian:	____ Males	1 Females
Aleut (Eskimo):	____ Males	____ Females
Total: 9	4 Males	5 Females

III. **MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT** (Section 2-8.6 of the County Code)

The individual or entity entering into a contract or receiving funding from the County ____ has x has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

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An officer, director, or executive of the entity entering into a contract or receiving funding from the County ____has _x_ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

IV. **MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT** (County Ordinance No. 92-15 codified as Section 2-8.1-2 of the County Code)

That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, the above named person or entity is providing a drug-free workplace. A written statement to each employee shall inform the employee about:

1. danger of drug abuse in the workplace
2. the firm's policy of maintaining a drug-free environment at all workplaces
3. availability of drug counseling rehabilitation and employee assistance programs
4. penalties that may be imposed upon employees for drug abuse violations

The person or entity shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination.

Compliance with Ordinance 92-15 may be waived if the special characteristics of the product or service offered by the person or entity make it necessary for the operation of the County or for the health, safety, welfare, economic benefits and well-being of the public. Contracts involving funding which is provided in whole or in part by the United States or the State of Florida shall be exempted from the provisions of this ordinance in those instances where those provisions are in conflict with the requirements of those governmental entities.

V. **MIAMI-DADE EMPLOYMENT FAMILY LEAVE AFFIDAVIT** (county Ordinance No. 142-91 codified as Section 11A-29 et seq. of the County Code)

That in compliance with Ordinance No. 142-91 of the Code of Miami-Dade County, Florida, an employer with fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work

weeks, shall provide the following information in compliance with all items in the aforementioned ordinance:

An employee who has worked for the above firm at least one (1) year shall be entitled to ninety (90) days of family leave during any twenty four (24) month period for medical reasons, for the birth or adoption of a child or for the care of a child, spouse or other close relative who has a serious health condition without risk of termination of employment or employer retaliation.

The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof or the State of Florida or any political subdivision or agency thereof. It shall, however, pertain to municipalities of this State.

VI. DISABILITY NON-DISCRIMINATION AFFIDAVIT (County Resolution R-385-95)

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including but not limited to those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations and new construction in the following laws: The Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336. 104 Stat 327,42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I. Employment; Title II Public Services, Title III Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications, and Title V, Miscellaneous Provisions; the Rehabilitation Act of 1973, 29 U.S.C. Section 794; The Federal Transit Act, as amended 49 U.S.C. Section 1612; The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631. The foregoing requirements shall not pertain to contracts with the United States or any department or agency thereof the State or any political subdivision or agency thereof or any municipality of this State.

VII. MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES (Sec. 2-8.1© of the County Code)

Except for small purchase orders and sole source contracts, that above named firm, corporation, organization or individual desiring to transact business or enter into a contract with the County verifies that all delinquent and currently due fees or taxes—including but not limited to real and property taxes, utility taxes and occupational licenses—which are collected in the normal course by the Miami-Dade County Tax Collector as well as Miami-Dade County issued parking tickets for vehicles registered in the name of the firm, corporation, organization or individual have been paid.

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VIII. WELFARE REFORM WORK PARTICIPATION AFFIDAVIT (Resolution R-1206-97)

Any contract or renewal of a contract entered into based upon a false affidavit submitted pursuant to Resolution No. R-1206-97 shall be voidable by the County. If any attesting entity violates the provisions of Resolution No. R-1206-97 during the term of any contract with the County, the contract shall be voidable by the County even if the attesting entity was not in violation at the time it submitted the affidavit.

- This entity is a not for profit organization receiving a grant award and therefore exempt from the provisions of Resolution No. R-1206-97.

- This entity is entering into a professional services agreement and therefore exempt from the provisions of Resolution No. R-1206-97

- This entity does not have twenty-five (25) or more employees and therefore is exempt from the provisions of Resolution No. R-1206-97.

- This entity does have twenty-five (25) or more employees but conducts business with the County for less than $500.00 and therefore is exempt from the provisions of Resolution No. R-1206-97.

- This entity does have twenty-five (25) or more employees and does conduct business with the County for a total amount of $500.00 or more. Therefore, I hereby attest that during the term of the contract, five percent (5%) or more of this entity's local Miami-Dade full-time work force consists of or will consist of individuals who reside in Miami-Dade County and who have lost or are about to lose their cash assistance benefits (formerly Aid to Families with Dependent Children or "AFDC") as a result of the Personal Responsibility and Work Opportunity Act of 1996. Furthermore, this entity did not replace any existing employees in order to comply with the provisions of Resolution No. R-1206-97.

- This entity does have twenty-five (25) or more employees and does conduct business with the County for a total amount of $500,000.00 or more. However, I attest that this entity cannot meet the terms of Resolution No. R-1206-97 by hiring or employing five percent (5%) of its local Miami-Dade County full-time work force from individuals who reside in Miami-Dade County and who have or are about to lose cash assistance benefits. Therefore, this entity shall contribute the sum equivalent to fifty percent (50%) of the wages that would be paid to five percent (5%) of its full-time work force based on a full-time minimum wage position for the entire term of the contract with the County. This

sum shall be donated to an employment training program that trains Miami-Dade County residents who have or are about to lose cash assistance benefits.

I have carefully read the entire seven (7) page document (numbered pages 11-17 of this package) entitled "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: Pastor Edward Paine 1-11-07
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 11 day of January, 20 07, by Pastor Edward Paine. He/She is personally known to me or has presented N/A as identification.
(Type of Identification)

Linda I. Flick DD 304895
(Signature of Notary) (Serial Number)

LINDA I. FLICK April 30, 2008
(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of Florida
(State)

Notary Seal

NOTARY PUBLIC STATE OF FLORIDA
LINDA I. FLICK
MY COMMISSION # DD 304895
EXPIRES: April 30, 2008
Bonded Thru Budget Notary Services