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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: April 5, 2016

Agenda Item No. 8(N)(3)

To: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

Subject: Resolution Authorizing the Approval and Execution of Agreements for the Coordination of Transportation Disadvantaged Services in Miami-Dade County and Authorizing the County Mayor, Mayor's Designee, or Miami-Dade Transportation and Public Works Director to Execute Any Additional Agreements with Entities Meeting Program Eligibility Requirements for Transportation Disadvantaged Services

Resolution No. R-280-16

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the Coordination and Fare Agreements (Agreements) between Miami-Dade County (County), as the Community Transportation Coordinator (CTC), and the following not-for-profit agencies for the provision of safe, cost-effective, and coordinated transportation for the transportation disadvantaged in Miami-Dade County: Association for the Development of the Exceptional, Inc.; Metropolitan AME Church, Inc; Allapattah Community Action, Inc.; Association for Retarded Citizens, South Florida, Inc.; Better Way of Miami, Inc.; Borinquen Health Care Center, Inc.; Camillus House, Inc.; Chapman Partnership, Inc.; Citrus Health Network, Inc.; Coalition of Florida Farmworker Organizations, Inc.; Community Action Agency Foundation; Community Habilitation Center, Inc.; Concept Health Systems, Inc.; CMB Visions Unlimited, Dave and Mary Alper Jewish Community Center; DEEDCO Gardens, Inc.; Douglas Gardens Community Mental Health Center of Miami Beach, Inc.; Empowering 4 Tomorrow, Inc.; Easter Seals South Florida, Inc.; Family Resource Center of South Florida, Inc.; Fellowship House a/k/a Psycho-Social Rehabilitation Center, Inc.; Florida PACE Centers, Inc.; Friendship Circle; Fresh Start of Miami-Dade, Inc.; Goodwill Industries of South Florida, Inc.; Hialeah Housing Authority; Hialeah-Miami Springs Rotary Charitable Foundation, Inc.; Jessie Trice Community Health Center, Inc.; Jewish Community Services of South Florida, Inc.; Killys Kids; Little Havana Activities and Nutrition Centers of Dade County, Inc.; MACtown, Inc.; Maison de St. Joseph, Inc.; Miami Beach Community Health Center, Inc.; Miami Behavioral Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Cerebral Palsy Residential Services, Inc.; Miami Jewish Health Systems; Miami Lighthouse for the Blind and Visually Impaired, Inc.; Michael-Ann Russell Jewish Community Health Center; North Miami Foundation for Senior Citizens' Services, Inc.; Plaza Health Network; Regis House, Inc.; Southwest Social Services Program, Inc.; Spectrum Programs, Inc.; Sunrise Community, Inc.; Sunrise Opportunity, Inc.; The Historic Mount Zion Missionary Baptist Church; The Learning Experience School; The Village South, Inc.; United Cerebral Palsy Association of Miami, Inc.; University of Miami, Mailman Center for Child Development a/k/a Debbie School; University of Miami, Perinatal C.A.R.E. Program.

This matter has already been reviewed and recommended by the Miami-Dade County Transportation Disadvantaged Local Coordinating Board (LCB).

SCOPE

The impact of the services provided by these 53 agencies/entities is countywide.

FISCAL IMPACT
There is a minimal fiscal impact for the County. Staff time is limited to coordinating with the social service agencies in obtaining and reviewing the signed Agreements and collecting required agency operating data.

TRACK RECORD/MONITOR
The Miami-Dade County Transportation and Public Works Department (TPW), as the Board-designated department appointed to fulfill the CTC's requirements, has entered into these Agreements with not-for-profit agencies to comply with state requirements for more than 19 years. TPW's Project Manager, Ed Carson, will work with both the Florida Department of Transportation's (FDOT) District 6 and the Miami-Dade Metropolitan Planning Organization (MPO) Project Managers to oversee the agencies' compliance with their respective agreements.

BACKGROUND
Through Chapter 427 of the Florida Statutes and Rule 41-2 of the Florida Administrative Code, the MPO designates the Board as the CTC for the County for a five-year period. The Board has assigned TPW to carry out the requirements of the CTC for the County's Transportation Disadvantaged Program, which services the elderly, disabled, children-at-risk, and economically disadvantaged.

The LCB is the advisory body to the Florida Commission for the Transportation Disadvantaged, the state agency that implements Chapter 427 of the Florida Statutes and Rule 41-2. The Agreements have been submitted and reviewed by the LCB, which advises and evaluates the CTC.

The CTC is required to enter into agreements with other agencies/operators that transport the disadvantaged. In addition, the Federal Transit Administration Section 49 U.S.C. 5310 Grant Program requires that recipients of vehicles administered by FDOT, through the Section 5310 Grant program, be part of a coordinated transportation system by entering into an agreement with the CTC. In the County, private not-for-profit agencies receiving these vehicles transport their clients at no cost to the County. This service reduces the need for the County to provide paratransit trips for the transportation disadvantaged population.

The Agreements include the cost per trip, and service requirements and standards that must be adhered to by all transportation service providers who transport disadvantaged individuals as part of a coordinated transportation system. Ultimately, the agencies work together to coordinate, utilize, and maximize the use of existing transportation resources to provide transportation to disadvantaged populations in a cost-effective manner.

As an example of the 53 Agreements, attached is the agreement between the County and Allapattah Community Action, Inc. These Agreements are all similar in format, and contain standard language detailing the service provider's business hours, insurance requirements, and transportation service provided.

The effective dates of these Agreements are July 1, 2016 through June 30, 2017 and must be approved by the Board no later than June 30, 2016.

Alina T. Hudak
Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Jean Monestime
and Members, Board of County Commissioners

DATE: April 5, 2016

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(N)(3)

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**

_____ **Statement of social equity required**

_____ **Ordinance creating a new board requires detailed County Mayor'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(N)(3)
4-5-16

RESOLUTION NO. R-280-16

RESOLUTION APPROVING AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH CERTAIN AGENCIES; AUTHORIZING THE COUNTY MAYOR, MAYOR'S DESIGNEE, OR MIAMI-DADE TRANSPORTATION AND PUBLIC WORKS DIRECTOR TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXECUTE ANY ADDITIONAL AGREEMENTS FOR 2016-17 PROGRAM TERM WITH ENTITIES MEETING PROGRAM ELIGIBILITY REQUIREMENTS FOR TRANSPORTATION DISADVANTAGED SERVICES, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

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

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board (a) approves agreements between Miami-Dade County and the following agencies in substantially the form attached hereto and incorporated herein: Association for the Development of the Exceptional, Inc.; Metropolitan AME Church, Inc; Allapattah Community Action, Inc.; Association for Retarded Citizens, South Florida, Inc.; Better Way of Miami, Inc.; Borinquen Health Care Center, Inc.; Camillus House, Inc.; Chapman Partnership, Inc.; Citrus Health Network, Inc.; Coalition of Florida Farmworker Organizations, Inc.; Community Action Agency Foundation; Community Habilitation Center, Inc.; Concept Health Systems, Inc.; CMB Visions Unlimited, Dave and Mary Alper Jewish Community Center; DEEDCO Gardens, Inc.; Douglas Gardens Community Mental Health Center of Miami Beach, Inc.; Empowering 4 Tomorrow, Inc.; Easter Seals South Florida, Inc.; Family Resource Center of South Florida, Inc.; Fellowship House a/k/a

Psycho-Social Rehabilitation Center, Inc.; Florida PACE Centers, Inc.; Friendship Circle; Fresh Start of Miami-Dade, Inc.; Goodwill Industries of South Florida, Inc.; Hialeah Housing Authority; Hialeah-Miami Springs Rotary Charitable Foundation, Inc.; Jessie Trice Community Health Center, Inc.; Jewish Community Services of South Florida, Inc.; Killys Kids; Little Havana Activities and Nutrition Centers of Dade County, Inc.; MACtown, Inc.; Maison de St. Joseph, Inc.; Miami Beach Community Health Center, Inc.; Miami Behavioral Health Center, Inc.; Miami Bridge Youth and Family Services, Inc.; Miami Cerebral Palsy Residential Services, Inc.; Miami Jewish Health Systems; Miami Lighthouse for the Blind and Visually Impaired, Inc.; Michael-Ann Russell Jewish Community Health Center; North Miami Foundation for Senior Citizens' Services, Inc.; Plaza Health Network; Regis House, Inc.; Southwest Social Services Program, Inc.; Spectrum Programs, Inc.; Sunrise Community, Inc.; Sunrise Opportunity, Inc.; The Historic Mount Zion Missionary Baptist Church; The Learning Experience School; The Village South, Inc.; United Cerebral Palsy Association of Miami, Inc.; University of Miami, Mailman Center for Child Development a/k/a Debbie School; University of Miami, Perinatal C.A.R.E. Program and (b) authorizes the County Mayor, or Mayor's designee, or Miami-Dade Transportation and Public Works Director, to execute any additional agreements in substantially the form attached for the 2016-17 program year with entities meeting program eligibility requirements for transportation disadvantaged services, and to exercise any provisions contained in such agreements. Copies of the agreements are on file with and available upon request from the Miami-Dade County Transportation and Public Works Department.

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

Jean Monestime, Chairman	**aye**		
Esteban L. Bovo, Jr., Vice Chairman	**aye**		
Bruno A. Barreiro	**absent**	Daniella Levine Cava	**aye**
Jose "Pepe" Diaz	**aye**	Audrey M. Edmonson	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Dennis C. Moss	**absent**	Rebeca Sosa	**aye**
Sen. Javier D. Souto	**absent**	Xavier L. Suarez	**aye**
Juan C. Zapata	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 5th day of April, 2016. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

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

HARVEY RUVIN, CLERK

By: Christopher Agrippa
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

COORDINATION AND FARE AGREEMENT

THIS COORDINATION AND FARE AGREEMENT(hereinafter referred to as the "Agreement") made and entered into as of this **1st**day of **July 2016**by and between AllpattahCommunityAction,Inc.,a corporation organized and existing under the laws of Florida having its principal offices at2257NW North River Drive, Miami, Florida 33125(hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, represented by **MIAMI-DADE TRANSIT** as the Community Transportation Coordinator (hereinafter referred to as the "CTC"), having its principal offices at 701 NW 1st Court, Suite 1700, Miami, Florida 33136.

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 CTCdesires to have such services performed in accordance with the terms of this Agreement; and,

WHEREAS, the CTChas entered into a Memorandum of Agreement (hereinafter referred to as "MOA") with the Florida 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 CTC's Transportation Disadvantaged Service Plan (hereinafter referred to as the "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 from July 1,2016 and will continue through June 30, 2017

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:

   8:00 am to 5:00 pm Monday to Friday. Our phone number is 305-633-0466

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

7

7:30 am to 5:00 pm Monday to Friday

3. The Provider's cost in providing each one way trip is
   $ 6.00 per one way trip

   Neither the Commissionnor the CTCshall be obligated to reimburse the cost to the Provider to provide these transportation services.

4. The calculation methodology used to justify the Provider's cost is as follows (the following calculation may be used to determine cost: Total Transportation Expenses divided by Total Trips):

   Total Expenses divided by number of one-way trip

5. The Provider agrees that other entities that have executed 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; avoid using the term Paratransit to describe services provided).

   Door to door transportation from their homes to the Meals Facility Center and back home for each program participant.

C. COMPLY WITH AUDIT AND RECORD KEEPING REQUIREMENTS

The Provider shall:

1. Comply with all reporting requirements in accordance with the MOA and the CTC's TDSP.

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, accidents, and the number of ambulatory and non-ambulatory passengers.

3. Submit to the CTCan Annual Operating Report (AOR) detailing demographic, operational, and financial data regarding coordination activities in the designated service areaon 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 CTCshall 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 (FHWA) and the Federal Transit Administration (FTA).

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.

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 CTC.

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 CTC. 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. 1681et 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 conditionof 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.

The Provider does hereby covenant and agree that (1) no person on the grounds of race, color, gender, sexual orientation, gender identity, gender expression, disability or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination while receiving transportation services, (2) that no person on the grounds of race, color, gender, sexual orientation, gender identity, gender expression, disability or national origin shall be excluded from transportation services, and (3) that the Provider shall provide transportation services in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally- Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of failure to comply, the Provider agrees that the CTCmay, 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 CTCand its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CTCor 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 CTC, 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 CTC 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 theCTC's TDSP, an operator's State of Florida driver's license in the operator's 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 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 CTC's TDSP.

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.

9. Administer first-aid assistance as provided for in theCTC's TDSP.

10. Administer Cardiopulmonary Resuscitation (CPR) assistance as provided for in the CTC's TDSP.

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 CTCin writing, the CTCmay 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 CTCof 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 CTC'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 CTCmay, 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 CTCmay terminate any or all of its obligations under this Agreement.

L. NOTICE AND CONTACT

The name and address of the Contract Manager for the CTCfor this Agreement is Robert Villar, Miami-Dade Transit, 701 NW 1st Court, Suite 1300, Miami, FL 33136.

The representative/position of the Provider responsible for administration of the program under this Agreement is:

Miriam Urra, Executive Director 2257 NW North River Drive, Miami, Florida 33125.

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.

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 CTC. Furthermore, the Provider's agents and employees are not agents or employees of the CTC.

O. ORDER OF PRECEDENCE

In the event that any of the provisions of this Agreement should conflict with the provisions of the CTC's TDSP, the latter shall control. Nothing contained in this Agreement shall be construed to override the provisions of the MOA or the CTC's TDSP.

P. COMPLIANCE

Failure of Provider to comply with the requirements set forth in this Agreement may result in the following:

1. Disqualification from eligibility in participating in future Agreements.

2. Ineligibility to apply for Federal Transit Administration (FTA) Section5310 Program funds.

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

PROVIDER:

Signature

President/Chairman
Title

LOCAL COORDINATING BOARD:

Signature

Chairperson
Title

MIAMI-DADE COUNTY CTC:

Signature

County Mayor or
Designee or Miami-Dade
Transit (MDT) Director

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 David Barrios, 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):

59-2000654
Federal Employer Identification Number (If none, Social Security)

Allapattah Community Action, Inc.
Name of Entity, Individual(s), Partners or Corporations

Click here to enter text.
Doing Business As (if same as above, leave blank)

2257 NW North River Drive, Miami, Florida 33125
Street Address City State Zip Code

Choose an item. 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
Click here to enter text.		%
Click here to enter text.		%
Click here to enter text.		%

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

Click here to enter text.

Click here to enter text.

Choose an item. 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.

Choose an item. **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?

   No

2. Does your firm provide paid health care benefits for its employees?

   Yes

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

White:	_____ Males	_____ Females
Black:	_____ Males	___6__ Females
Hispanic:	___4__ Males	_15___ Females
Asian:	_____ Males	_____ Females
American Indian:	_____ Males	_____ Females
Aleut (Eskimo):	_____ Males	_____ Females
Total: _____	_4____ Males	_21____ Females

Choose an item. **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.

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.

Choose an item. **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.

Choose an item. **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.

Choose an item. **VI.** **DISABILITY NON-DISCRIMINATION AFFIDAVIT** (County ResolutionR-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.

Choose an item. **VII.** **MIAMI-DADE COUNTY REGARDING DELINQUENT AND CURRENTLY DUE FEES OR TAXES** (Sec. 2-8.1of 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.

Choose an item. **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 following 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.

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

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

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

4. 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.

5. 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.

6. 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 six (6) page document (numbered pages 10-15of 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: _____ 11/10/15
(Signature of Affiant) (Date)
David Barrios

SUBSCRIBED AND SWORN TO (or affirmed) before me this 10 day of November, 2015, by David Barrios. He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

_____ FF018807
(Signature of Notary) (Serial Number)

NOTARY PUBLIC STATE OF FLORIDA
PATRICIA MIRO-TURNES
MY COMMISSION # FF018807
EXPIRES: August 24, 2017

_____ 8/24/17
(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of Florida (State) Notary Seal

Miami-Dade Transit
Coordination and Fare Agreement
Instructions and Check List

Please Note: Agencies now have the opportunity to fill out the CFA Agreement in either Microsoft Word Document or Adobe Pdf versions. Both CFA Agreement versions have been created in a template format simplifying the process for Agencies in filling out (type written) only the necessary portions of the Agreement.

___ **All information provided must be type written**

_√_ Single-sided pages only

_√_ Do not staple any documents together

_√_ Must provide two (2) original copies of CFA with all attachments

Information:

_√_ Complete all information on pages 1, 2, and 8-10 (Please type all information in the blank boxes and/or drop down boxes)

_√_ Page 2 - The cost per trip should be under $23.44

_√_ Completeinformation for all Affidavits (Sections I-VIII located onpages 11 thru 15)
(Use drop down boxes to indicate all Affidavits that apply to your agency choosing an "X" if applicable or 'NA' if not applicable)

Signatures:

_√_ Signaturein BLUE INK ONLYand Title on page 9under "Provider"ONLY– DO NOT sign under Local Coordinating Board

_√_ Notarize page 16

Additional Information Needed:

_√_ Board Resolution (with seal & signature) – (2 copies)

_√_ List of Board Members – (2 copies)

_√_ Drug Testing Policy – (2 copies)

_√_ First Aid Policy – (2 copies)

_√_ CPRPolicy – (2 copies)

_√_ 911 Emergency Policy – (2 copies)

_√_ Certificates of Insurance (Automobile, Worker's Compensation & Liability)

Please send the completed CFA Agreement along with all the additional required information plus copies to Mia Marin, Miami-Dade Transit, 701 NW 1st Court - Suite 1300, Miami, FL 33136

CORPORATE RESOLUTION

WHEREAS, the Board of Directors of Allapattah Community Action, Inc. has examined terms, conditions and obligations of the proposed amendment to extend the 2016-2017

WHEREAS, the Board Of Directors at a duly held corporate meeting have considered that matter in accordance with the By-laws of the corporation,

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF DIRECTORS of Allapattah Community Action, Inc. that the President and/or Secretary and or Vice President Treasurer, are hereby authorized and instructed to enter into agreement in the name and of, and on behalf of this corporation, with Miami Dade County in accordance with the document furnished by the Coordination and Fare Agreement

IN WITNESS WHEREOF, this day November 10, 2015

David Barrios
Prersident

SEAL

BOARD OF DIRECTORS' LIST

Board Member Name and Address	Telephone	Office Held If Any	Affiliation (e.g. Clergy, Social Worker, Local Business)	Length of Service on Board
Ardo Mesa 10905 SW 112th Avenue Apt. #408 Miami, Florida 33176	305-345-6301 Cell 305-275-0135 Home	President/Chairman of the Board	Retired Business Owner	1980
David Barrios Liquid Suds Dry Cleaners 2964 NW 17 Ave Miami, Florida 33142	786-200-0438	VP/Treasurer	Dry Cleaners Owner	2013
Eduardo Tella 11337 NW 15th Court Pembroke Pines, Florida 33026	305-321-7088 Cell 954-432-0611 Home	Director	Retired School Board Supervisor of Records and Forms Management	2002
José E. Dausa 9145 Fontainebleau Blvd.#8 Miami, Florida 33172	305-551-1560 (Home)	Secretary	Real Estate/Broker	1996
Douglas Dutton 7853 W 36 Avenue Miami, Florida 33018	305-558-1276 786-251-6447 Cell	Director	Elderly Housing Management	1988
Alvaro Fajardo 6039 Collins Avenue #633 Miami Beach, Florida 33140	305-815-2197 Cell 305-865-3041 Home	Director	Business Owner	2001
Francisco M. Balbuena 9581 Fontainebleau Blvd. #203 Miami, Florida 33172	305-229-0443 786-299-1740 Cell	Director	Police Officer	2003
Rubén Valdes 2545 NW 20 Street Miami, Florida 33142	305-324-0102	Director	Valsan/Business Owner	2007
José A. Barrios 3001 NW 17 Street Miami, Florida 33125	305-733-7556 Cell	Director	La Mia Supermarket	2007

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Board Member Name and Address	Telephone	Office Held If Any	Affiliation (e.g. Clergy, Social Worker, Local Business)	Length of Service on Board
David Barrios Liquid Dry Cleaners 2964 NW 17 Ave Miami, Florida 33142	786-200-0438	President/Chairman of the Board	Dry Cleaners Owner	2013
Armando V. Pomar 7710 Abbott Ave, #4 Miami Beach, Fl 33141	786-285-4090	Secretary	Retired Teacher	2014
Eduardo Tella 11337 NW 15th Court Pembroke Pines, Florida 33026	305-321-7088 Cell 954-432-0611 Home	Vice-President/Treasurer	Retired School Board Supervisor of Records and Forms Management	2002
Douglas Dutton 7853 W 36 Avenue Miami, Florida 33018	786-399-6846 Cell(D) 786-222-4709(E)	Director	Elderly Housing Management	1988
Alvaro Fajardo 6039 Collins Avenue #633 Miami Beach, Florida 33140	305-815-2197 Cell 305-865-3041 Home	Director	Business Owner	2001
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DRUG FREE WORKPLACE CERTIFICATION

Allapattah Community Action certifies that it will provide and maintain a drug free workplace and has advised the undersigned employee of the following:

- That in compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, Allapattah Community Action, Inc., is providing a drug-free workplace. A written statement to each employee informs 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 unlawful manufacture, distribution, dispensing, possession or use of a Controlled substance is prohibited in this workplace and appropriate action will be taken against any employees found in violation of this prohibition;

- The employee must notify the employer in writing of the employee's Conviction under a criminal drug statute for a violation occurring in the Workplace no later than five (5) calendar days after such conviction;

- Within thirty (30) calendar days after receiving notice of an employee's conviction, the Employer will take one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- Taking appropriate personnel action against such employee, up to and including termination; or

- Requiring such employee to participate satisfactorily in a drug assistance or rehabilitation program approved for such purposes by a federal, state or local health; law enforcement or other appropriate agency;

The employer is making a good faith effort to maintain a drug-free workplace through implementation of this certification.

Heriberto Mederos

Print Employee Name

Employee Signature

Date:9/19/2013

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Heriberto Mederos

Print Employee Name

Employee Signature

Date:9/19/2013

EMPLOYEE CPR AND FIRST AID TRAINING POLICY

Purpose:
Ensure all staff is familiar with CPR/First Aid procedures. Ensure that staff working directly with children and elders is prepared to act quickly to ensure the health and well-being of each child and elder. Staffs that are knowledgeable and well-trained are prepared to protect the children and elderly in their care.

Policy:
The following staff will be certified:

Staff that is working with the Elderly
Child Family Advocate
Teachers
Teacher Assistants
Bus Drivers

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Bus Drivers

Allapattah Community Action, Inc.

Emergency Procedures

Telephones are located in the reception area and in each of the offices. The bus driver will have a cell phone with him at all time. A First aid kit is located in the Program Director's office and in the passenger's bus.

In case a of a driving accident the bus driver will immediately contact 911 and the center, he will make an assessment of the accident and if deem necessary will evacuate the bus, if not will wait for the police or for the ambulance as its required of the situation.

Medical Emergency Plan

In the event that a participant or employee has a medical emergency, the Executive or Program Director will instruct a staff member to call 911 or do so herself. If it occurs in the passenger's bus, the driver of the bus will always carry a cell phone to call 911 and immediately after call the center.

If possible, the person requiring medical attention is taken to the reception area or some area of the office away from the other participants.

A staff member will also be instructed to look up the emergency contacts for this person and will call them to advise them of the situation.

In the case where a participant refuses treatment, we will still call the emergency contacts and let them know.

The activities coordinator completes out an accident/incident report and files it in the incident folder.

In Case of Fire

The fire alarm sirens will be set oft: This can be done from any of the fire alarm system boxes located throughout the building. We also have a fire extinguisher in the passengers bus.

All participants and employees are evacuated from the building or from the bus if necessary

A staff member is instructed to call 911 for the fire department.

Allapattah Community Action, Inc.

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OP ID: EG

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/10/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MDW Insurance Group Inc
362 Minorca Ave
Coral Gables, FL 33134
E.M. Guerra

CONTACT NAME: Ernesto Guerra
PHONE (A/C, No, Ext): 305-444-2324 FAX (A/C, No): 305-444-4980
E-MAIL ADDRESS: eguerra@mdwinsurance.com
PRODUCER CUSTOMER ID #: ALLAP-3

INSURED
Allapattah Community Action, Inc.
2257 N.W. N. River Drive
Miami, FL 33125

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Scottsdale Insurance Company	42197
INSURER B: Western World Insurance Co	13196
INSURER C: National Liability & Fire	
INSURER D: Retail First Insurance Co	10700
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		NPP8106728	07/01/2015	07/01/2016	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	Incl.
								$	
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS UM-30,000	X		73APR297389	12/06/2014	12/06/2015	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (PER ACCIDENT)	$	
							COLLISION	$	1000 DED
							COMPREH	$	1000 DED
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
								$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		52025068	06/13/2015	06/13/2016	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1001000
							E.L. DISEASE - EA EMPLOYEE	$	100,000
							E.L. DISEASE - POLICY LIMIT	$	500,000
A	BUILDING			CPS1828986	07/01/2015	07/01/2016	SPECIAL		491,587
A	CONTENTS			CPS1828986	07/01/2015	07/01/2016	SPECIAL		150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SOCIAL SERVICE PROGRAM FOR THE ELDERLY
Contract 13 ALLA-HH-PB

CERTIFICATE HOLDER

FLORIDA

Florida Department of Transportation
1000 NW 111 Avenue
Miami, FL 33130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff B. Weiner

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The ACORD name and logo are registered marks of ACORD

OP ID: EG

ACORD

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PRODUCER CUSTOMER ID #: ALLAP-3

INSURED
Allapattah Community Action, Inc.
2257 N.W. N. River Drive
Miami, FL 33125

INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER C: National Liability & Fire	
INSURER D: Retail First Insurance Co	10700
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		NPP8106728	07/01/2015	07/01/2016	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ Incl.
C	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS UM-30,000	X		73APR297389	12/06/2014	12/06/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT) COLLISION COMPREH	$ 500,000 $ $ $ $ 1000 DED $ 1000 DED
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		52025068	06/13/2015	06/13/2016	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1001000 $ 100,000 $ 500,000
A	BUILDING			CPS1828985	07/01/2015	07/01/2016	SPECIAL	491,587
A	CONTENTS			CPS1828985	07/01/2015	07/01/2016	SPECIAL	150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
SOCIAL SERVICE PROGRAM FOR THE ELDERLY
Contract 13 ALLA-HH-PB

CERTIFICATE HOLDER

FLORIDA

Florida Department of Transportation
1000 NW 111 Avenue
Miami, FL 33130

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Weiner

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CURRENT VEHICLE AND TRANSPORTATION EQUIPMENT INVENTORY (a)

Name of Agency: **Allapattah Community Action, Inc.**

Date of Inventory: **11/10/2015**

Model Yr. (b)	Make/size/type (c)	FDOT control # or VIN (d)	Ramp or lift (specify)	Seats & W/C positions (i.e. 12+2)	Avg. miles/Yr.	Current Mileage	Expected retirement date	Other equipment (e)	Funding source (f)
2007	Ford TK	1FBNE31L77DB14926	N/A	12 SEATS	13,390	147,202.4	UNKNOWN	N/A	DONATIONS
	ECONOLINE			W/C NONE					

(a) Agency must use this form.
(b) Identify model year of vehicle
(c) For example, Ford 22' bus; Dodge converted van.
(d) Show FDOT control number and VIN if bought with grant through FDOT. If bought through other funding, list the last four (4) numbers of VIN.
(e) Indicate if vehicle is stretcher equipped.
(f) Identify the grant or other funding source used for purchasing the vehicle/equipment.