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

Memorandum

MIAMI-DADE COUNTY

Date: June 3, 2010

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

To: Honorable Chairman Dennis C. Moss
and Members, Board of County Commissioners

From: George M. Burgess
County Manager

Resolution No. R-600-10

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

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 agencies/entities: Action Community Center, Inc.; Association for Retarded Citizens of South Florida (Adult and Children's programs); Center for Independent Living of South Florida, Inc.; Citrus Health Network, Inc.; Community Habilitation Center, Inc; Community Health of South Florida, Inc.; Dave & Mary Alper Jewish Community Center; Easter Seals of South Florida, Inc.; Fellowship House; Florida Pace Centers; Gabriella's Tender Haven, Inc.; GALATA Inc.; Goodwill Industries of South Florida; Hebrew Homes Network; Hialeah Housing Authority; Jessie Trice Community Health Center, Inc.; Little Havana Activities & Nutrition Centers of Dade County, Inc.; Miami Beach Community Health Center, Inc.; Miami Behavioral Health Center, Inc.; Miami Cerebral Palsy; Miami Lighthouse for the Blind; Michael-Ann Russell Jewish Community Center; Mount Zion Baptist Church; North Miami Foundation for Senior Citizens Service, Inc.; Renascence Mental Health Center, Inc.; Southwest Social Services Program; Spectrum Programs, Inc.; Sunrise Community, Inc.; Sunrise Community, Inc. Log Cabin; Sunrise Community Inc. Opportunities; St. Anne's Nursing Center; United Cerebral Palsy; United Cerebral Palsy, Residential; University of Miami, Debbie School; The Village South; and Villa Maria Nursing and Rehabilitation Center, Inc.; for the provision of safe, cost-efficient coordinated transportation for the transportation disadvantaged in Miami-Dade County.

SCOPE

The impact of the services provided by these 37 agencies/entities will be Countywide.

DELEGATED AUTHORITY

In accordance with Section 2-8.3 of the Miami-Dade County Code related to identifying delegation of Board authority, there are no authorities beyond that specified in the resolution which include authority for the Mayor, or Mayor's designee, to execute the Agreements and any additional Coordination and Fare Agreements with eligible entities.

FISCAL IMPACT

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).

Funding for the vehicles 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, as the State administers the program.

TRACK RECORD/MONITOR
Miami-Dade Transit (MDT) has entered into numerous transportation agreements for this Florida Department of Transportation-funded program over the course of more than 13 years. The project manager for this agreement is Harry Rackard, Manager, MDT, Transit Mobility Planning.

BACKGROUND
Through the MPO, 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 which receive transportation disadvantaged funds. The Florida Department of Transportation (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.

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

The effective dates of these Agreements are July 2010 through June 2011.

Assistant County Manager

MEMORANDUM

(Revised)

TO: Honorable Chairman Dennis C. Moss and Members, Board of County Commissioners

DATE: June 3, 2010

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

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

Please note any items checked.

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

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

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

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

_____ **Budget required**

_____ **Statement of fiscal impact required**

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

_____ **No committee review**

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

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

Approved _____ Mayor

Veto _____

Override _____

Agenda Item No. 8(J)(1)(A)
6-3-10

RESOLUTION NO. **R-600-10**

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.; ASSOCIATION FOR RETARDED CITIZENS OF SOUTH FLORIDA (ADULT AND CHILDREN'S PROGRAMS); CENTER FOR INDEPENDENT LIVING OF SOUTH FLORIDA, INC.; CITRUS HEALTH NETWORK, INC.; COMMUNITY HABILITATION CENTER, INC.; COMMUNITY HEALTH OF SOUTH FLORIDA, INC.; DAVE & MARY ALPER JEWISH COMMUNITY CENTER; EASTER SEALS OF SOUTH FLORIDA, INC.; FELLOWSHIP HOUSE; FLORIDA PACE CENTERS; GABRIELLA'S TENDER HAVEN, INC.; GALATA, INC.; GOODWILL INDUSTRIES OF SOUTH FLORIDA; HEBREW HOMES NETWORK; HIALEAH HOUSING AUTHORITY; JESSIE TRICE COMMUNITY HEALTH CENTER, INC.; LITTLE HAVANA ACTIVITIES & NUTRITION CENTERS OF DADE COUNTY, INC.; MIAMI BEHAVIORAL HEALTH CENTER, INC.; MIAMI CEREBRAL PALSY; MIAMI BEACH COMMUNITY HEALTH CENTER, INC.; MIAMI LIGHTHOUSE FOR THE BLIND; MICHAEL-ANN RUSSELL JEWISH COMMUNITY CENTER; MOUNT ZION BAPTIST CHURCH; NORTH MIAMI FOUNDATION FOR SENIOR CITIZENS, INC.; RENASCENCE MENTAL HEALTH CENTER, INC.; SOUTHWEST SOCIAL SERVICES PROGRAM, INC.; SPECTRUM PROGRAMS, INC.; SUNRISE COMMUNITY, INC.; SUNRISE COMMUNITY INC. LOG CABIN; SUNRISE COMMUNITY INC. OPPORTUNITIES; ST. ANNE'S NURSING CENTER; UNITED CEREBRAL PALSY; UNITED CEREBRAL PALSY, RESIDENTIAL; UNIVERSITY OF MIAMI, DEBBIE SCHOOL; THE VILLAGE SOUTH, INC.; AND VILLA MARIA NURSING AND REHABILITATION CENTER, INC., AND AUTHORIZING THE COUNTY MAYOR, OR DESIGNEE, TO EXECUTE ANY ADDITIONAL COORDINATION AND FARE AGREEMENTS WITH ENTITIES MEETING PROGRAM ELIGIBILITY REQUIREMENTS FOR TRANSPORTATION DISADVANTAGED SERVICES

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 approves the Coordination and Fare Agreements between Miami-Dade County and Action Community Center, Inc.; The Association for Retarded Citizens (Adult and Children's programs); Center for Independent Living of South Florida; Citrus Health Network, Inc.; Community Habilitation Center; Community Health of South Florida, Inc.; Dave & Mary Alper Jewish Community Center; Easter Seals of South Florida; Fellowship House; Florida Pace Centers; Gabriella's Tender Haven, Inc.; GALATA, Inc.; Goodwill Industries; Hebrew Homes Network; Hialeah Housing Authority; Jessie Trice Community Health Center, Inc.; Little Havana Activities & Nutrition Centers of Dade County, Inc.; Miami Behavioral Health Center; Miami Cerebral Palsy; Miami Beach Community Health Center; Miami Lighthouse for the Blind; Michael-Ann Russell Jewish Community Center; Mount Zion Baptist Church; North Miami Foundation for Senior Citizens; Renascence Mental Health Center, Inc.; Southwest Social Services Program, Inc.; Spectrum Programs, Inc.; Sunrise Community, Inc.; Sunrise Community, Inc. Log Cabin; Sunrise Community, Inc. Opportunities; St. Anne's Nursing Center; United Cerebral Palsy; United Cerebral Palsy, Residential; University of Miami-Debbie School; The Village South; and Villa Maria Nursing and Rehabilitation, Inc. in substantially the form attached hereto and made a part thereof; authorizes the County Mayor, or Mayor's designee, to execute same for and on behalf of Miami-Dade County; and authorizes execution of any additional coordination and fare agreements with entities meeting program eligibility requirements for transportation disadvantaged services.

The foregoing resolution was offered by Commissioner **Jose "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Dennis C. Moss, Chairman	aye		
Jose "Pepe" Diaz, Vice-Chairman	aye		
Bruno A. Barreiro	aye	Audrey M. Edmonson	aye
Carlos A. Gimenez	aye	Sally A. Heyman	aye
Barbara J. Jordan	aye	Joe A. Martinez	absent
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 3rd day of June, 2010. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

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

HARVEY RUVIN, CLERK

By: **DIANE COLLINS**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Bruce Libhaber

CHC inc.

Committed to Helping individuals learn Community and work skills

11450 S W 79th Street .Miami, Florida 33173. ph 305/279.7999. Fax 305.279.6627. info@chcmiami.org

January 12, 2010

Mr. Harry A. Rackard,
Manager, Transit Mobility Planning
Miami-DadeTransit Agency
701 NW 1st Ct., 11th Floor
Miami, Florida 33136

Dear Mr. Rackard;

Attached is the 2010-2011 Coordination and Fare Agreement submitted by the Community Habilitation Center Inc. Your consideration of executing this agreement will be greatly appreciated.

If you have any questions please contact Mr. Paul Fuller, Director, Development and Planning at 305-279-7999 ext. 201.

Sincerely,

John R. Mazzarella

John R. Mazzarella
Executive Director

Attachment

RESOLUTION

A RESOLUTION of the Community Habilitation Center Inc. (CHC Inc.) Board of Directors authorizing **John R. Mazzarella, Executive Director** the signing and submission of :

THIS AGREEMENT made and entered into as of this 1st day of July 2010 by and between **Community Habilitation Center Inc,** a corporation organized and existing under the laws of Florida having its principal offices at **11450 S.W. 79 St.** (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal offices at 701 N.W. 1st Court, Suite # 1700, Miami, Florida 33136 (hereinafter referred to as the "**County**") and represented by **MIAMI-DADE TRANSIT**, (hereinafter referred to as the "Coordinator").

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

TERM OF AGREEMENT

The terms and conditions of this Agreement shall be effective July 1, 2010 and will continue through June 30, 2011.

The Community Habilitation Center Inc. will provide transportation to and from locations within Miami-Dade County for mentally disabled individuals participating in their Community Based Education (CBE) program.

DULY PASSED AND ADOPTED THIS 23th day of December, 2009

By: _____ (signature)

Juan Wong, Jr., Chairperson
Board of Directors
Community Habilitation Center Inc

ATTEST:

_____ (seal)

CHC inc. Board of Director's List
2009 - 2010

	Name Company Parent	Address City, State, Zip E:mail	Work Phone # Home Phone # Cell Phone # Fax #	Year First Joined Term Completed Current Office
1	**Rick Alfonso** Triton Goup	Triton Group 12384 SW 82nd Ave Pinecrest, FL 33156 **rick@tritongroup.com**	W. 305.259.3440 C:305.298.4068 FAX: 305.259.3370	Joined Past Chairperson
2	**Angel Almodovar** Parent	20483 SW 132nd Ave. Miami, FL 33177 **Galileo721@aol.com**	H. 305-259-3141 C.305-778-0776	Honorary
3	**Brian Brodeur** Retired Printer	5685 SW 85th Street Miami, FL 33143-8333 **brocanes@bellsouth.net**	H.305-666-8067	Joined 2004 Term completed June, 2010 Secretary of Board
4	**Valerie Dacks** Colonial Bank of Florida	Colonial Bank of Florida 6916 SW 127th Street Miami, FL 33183 **Valerie_Dack@ColonialBank.com**	W.305-274-2000 C.305.546.7864	Honorary
5	**Pedro (Peter) Glaria** **SPEC Incorporated**	13945 SW 157th Street Miami, FL 33177 **specinc@bellsouth.net**	C. 305.345.3596 H. 305.245.1804 Fax. 305.254.6090	Joined 2007 Term Completed June, 2010 Director
6	**David Golzbein** Family Member Dixie Catering	15238 SW 146th Terrace Miami, FL 33196 **Dixieribs@bellsouth.net**	H. 786.293.8433 C.305.987.2475	Joined 2005 Term Completed June, 2009 Director

CHC inc. Board of Director's List
2009 - 2010

7	**Stephane Gressier**	5740 SW 84th Street Miami, FL 33143 **StephaneGressier@bellsouth.net**	H. 305.668.9018 C. 305.345.7183	Joined 2008 Term Completed June, 2011
8	**Diane Kyle** Miami Twice Family Member	6515 SW 99th Avenue Miami, FL 33173 **Diane@miamitwice.com**	W.305-666-0127 H.305-595-5416 C.305-335-3440	Honorary
9	**Gwendolyn Lee** Family Member	11831 SW 173rd Street Miami, FL 33177 **Gjlee118@yahoo.com**	H.305.252.1523	Joined 2005 Term completed June, 2012 Director
10	**Marc Leffin** **Morgan Stanley**	18851 NE 29th Ave 11th Floor Aventura, Florida 33180-0004	W. C.786.942.8242	Joined 2006 Term completed June, 2011 Treasurer
11	**James Loretta** Loretta Marketing	13935 SW 102nd Court Miami, FL 33176 **jimloretta@bellsouth.net**	H.305-968-8010 C.305-968-8010	Joined 2005 Term completed June 2011 Director
12	**Ignacio Magana** Family Member	17025 SW 122nd Ave Miami. FL 33177	H.305.233.6047	Honorary
13	**David Mangiero** Attorney	Palmer, Palmer & Mangiero 12790 South Dixie Hwy. Miami, FL 33156-5960	W.305-378-0011 F.305-378-5512 C.305-785-7599	Council

CHC inc. Board of Director's List
2009 - 2010

14	**Enrique R. (Henry) Martinez** Family Member	Discovery Networks Latin American US Hispanic 6505 Blue Lagoon Drive Miami, FL 33126	C. W.786.273.4863 F.786.273.4863	Joined 2008 Year Completed June, 2012 Director
15	**Fernando L. Martinez** Caribe Homes	Caribe Homes 11755 SW 90th Street Suite 210 Miami, FL 33186 Home 9811 SW 148th Terrace Miami, FL 33176 **Fernando@CaribeHomes.com**	C. 305.216.3620 W. 305.242.3608 H. 305.255.1541	Joined 2007 Year Completed June, 2010 Director
16	**Susan Martinez** Family Resource President Family Member	14435 SW 95th Avenue Miami, FL 33176 **dolfin7@earthlink.net**	H. 305-969-7433 C. 305-962-4218 W. 305-667-1065 F. 305-667-5281	Joined 2005 Term completed June, 2010 Director
17	**Joe Martinez** Universal American Mortagage Co. Lennar Financial Services	700 NW 107th Ave 3rd Floor Miami, FL 33172 Home 8860 SW 96th Street Miami, FL 33176 **joemartinez@uamc.com**	C. 305.505.8530 W. 305.485.2701 H. 305.596.0456	Joined 2010 Term completed June 2010 Director
18	**Paul McClain** Family Member	5505 East 6th Avenue Hialeah, Florida 33013	H. 305-688-8578	Honorary
19	**Gloria Meeks** Family Member	7301 SW 35th Street Miami, FL 33155 **cvngloria@aol.com**	H.305-264-8054 C.305-302-5010	Honorary

CHC inc. Board of Director's List
2009 - 2010

20	**Roymi V. Membiela**	Baptist Health South Florida 6855 Red Road, Suite 500 Coral Gables, Fl 33143-3632	C. W. 786.596.3426 F. 786.662.7176	Joined 2008 Term completed June, 2011 Director
21	**Irene Morris** Family Member	22150 SW 132nd Avenue Miami, FL 33170 **PanularisPlunder@bellsouth.net**	H.305258.1149 C.305.510.1574	Joined 2006 Director
22	**Monika Mucarsel** Family Member	5740 SW 84th Street Miami, FL 33143 **Monika_Mucarsel@bellsouth.net**	H. 305.668.9018 C. 305.903.9018	Joined 2007 Term Completed June 2010 Director
23	**Alejandro Penaloza** Family Member	12205 NW 6th Street Miami, FL 33155 **LuloZa15@aol.com**	H.305.559.8548 C. 305.799.3505 W. 305.860.1776	Joined 2007 Term Completed June 2010 Director
14	**Jorge Rolo**	9635 SW 45th Street Miami, FL 33165 **rjlo913@aol.com**	C.786.859.6737 H. 305.223.2511	Joined 2006 Term completed June, 2009 Vice Chairperson
25	**John C. Sarlat** Raymond James	8408 Brickell Ave. Suite 900 John.Sarlat@pl.com	C.305.479.5897 W.	Joined 2007 Term completed June 2010 Director
26	**Jack Serig** Parent Retired Military & Dade County Public Schools Director Family Member	9021 SW 140th Street Miami, FL 33176 **JackSerig@bellsouth.net**	H.305-238-3915	1980 Director

CHC inc. Board of Director's List
2009 - 2010

27	**Albert Sueiras**	Sueiras & Amador CPA 9495 Sunset Drive, Suite 230 Miami, FL 33173 **asuerias@sacpas.net**	W.305-279-7655 F.305-279-6303 C. 305.205.6895	Joined 2005 Term ending June, 2010 Vice Chairperson
28	**Edith Tracy** Family Member	14121 SW 74th Terrace Miami, FL 33183	H.305-385-5735	Honorary
29	**Alice Weidman** Parent	8941 SW 160th Street Palmetto Bay, FL 33157	H.305-253-1793	Honorary
30	**Juan Wong, Jr.** Los Ranchos	12742 SW 103 Court Miami, FL 33176 **wong1144@bellsouth.net**	C. 86.299.7362 H.786.573.9995	Yr. Joined 2000 Term ending June, 2012 **Chairperson**

CHC inc.

Committed to Helping individuals learn Community and work skills

11450 S W 79th Street .Miami, Florida 33173. ph 305/279.7999. Fax 305.279.6627. Info@chcmiami.org

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, Florida, Community Habilitation Center, Inc. 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

Community Habilitation Center, Inc. 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.

7. Stay in moderately priced motels. For safety reasons, employees may stay in a more expensive motel, or the motel where a meeting or conference is held.
8. When attending a meeting within a three hours drive of your home, do not rent a motel room for an overnight stay.
9. Use discretion with meal costs and show a receipt for meal expenditures exceeding $10.

1.13 VISITORS

Procedures:

1. All visitors should be instructed to check in at the receptionist's desk as soon as they arrive at the agency.
2. Employees should not permit a visitor in their area without notification and clearance by the office. In the event that a visitor comes directly to the unit or department, the employee should inform the office. In the event that clearance cannot be granted, the visitor should be directed to the receptionist's desk. The receptionist will determine the purpose of the visit and take either of the following courses of action:

   A. Inform the appropriate unit or department of the visitor's arrival and give directions to it, or
   B. Refer the visitor to an appropriate supervisor for further action.

1.14 DRUG-FREE WORKPLACE

This policy establishes guidelines for maintaining a Drug-Free Workplace as delineated in the Federal Drug-Free Workplace Act.

1. All employees are prohibited from unlawfully manufacturing, distributing, dispensing, possessing of or using controlled substances. Any staff member violating this policy is subject to discipline, up to and including termination, for a first offense. Controlled substances include, but are not limited to:

   A. Narcotics (heroin, morphine, etc.)
   B. Cannabis (marijuana, hashish)
   C. Stimulants (cocaine, diet pills, etc.)
   D. Depressants (tranquilizers)
   E. Hallucinogens (PCP, LSD, "designer drugs," etc.)

2. Staff members have the right to know the dangers of drug abuse in the workplace; COMMUNITY HABILITATION CENTER's policy about them and what help is available to combat drug problems. This document spells out COMMUNITY HABILITATION CENTER's policy. To assist staff members in overcoming drug abuse problems, the agency may offer the following rehabilitative help:

   A. Medical benefits for substance-abuse treatment
   B. Information about community resources for assessment and treatment
   C. Counseling programs

3. Any staff member convicted of violating a criminal drug statute must inform the agency of such conviction (including pleas of guilty or nolo contendere) within five days of the conviction occurring. Failure to so inform the agency subjects the employee to disciplinary action up to and including termination for the first offense.

4. COMMUNITY HABILITATION CENTER reserves the right to offer staff members who violate this policy participation in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such a program is offered and accepted by the staff member, he or she must satisfactorily participate in it as a condition of continued employment.

5. All employees are required to undergo drug testing for controlled substances prior to employment at the COMMUNITY HABILITATION CENTER.

1.15 GOVERNMENT AND POLITICAL ACTIVITY

COMMUNITY HABILITATION CENTER encourages employees to take an active interest in government and to participate in political affairs. All employees have the right to express their opinions on political issues and candidates, and are also encouraged to exercise these rights. However, such employee activity is subject to these conditions:

Non-partisan position of the agency-No action will be allowed by any person that infringes upon the right of any employee to decide which candidates or positions to support. The agency will not endorse or contribute to any political candidate, party or cause.

Individual actions—No employee is allowed to give the impression that any political action or position represents th agency. All political activities are to be done as the actions of individuals, on their own time, away from the agenc>

No employee is allowed directly or indirectly to coerce, attempt to coerce, command or advise any other staff member to pay, lend or contribute anything of value to a party, committee, organization, agency or person for political purpose.

Employees seeking elective office-Employees who wish to seek elective office should inform their supervisors and the executive director. Subject to the requirements of law, this agency grants unpaid personal leave to employees who are seeking elective office, for the purposes of campaigning for and fulfilling the responsibilities of office, if elected. Employees who are granted leave under this policy must comply with agency's policy for unpaid personal leave in its entirety.

Any questions related to this policy must be referred to the Executive director. 1.16

SAFETY STANDARDS AND EMERGENCY PROCEDURES

Since COMMUNITY HABILITATION CENTER strives to ensure a safe workplace, it will be the responsibility of each staff member to adhere to the following:

- work according to good safety practices as posted, instructed and discussed;
- refrain from any unsafe act that might endanger oneself, the people we serve or co-workers;
- use all safety devices provided for his or her protection—failure to comply with safety requirements could result in immediate dismissal;
- report any unsafe situation or acts immediately to the supervisor; and
  assume his or her share of the responsibility for thoughtless or deliberate acts that cause injury to oneself, co-workers or those we serve.

Fire Prevention

- Electrical equipment should be turned off when not in use.
  Employees should notify the supervisor of any equipment that has cracked or exposed wiring, is causing a shock or emitting sparks, or appears to be a potential fire hazard.
  Fire drills are held periodically to keep employees aware of fire safety equipment and procedures.

ALCOHOL AND NARCOTICS

Possession or consumption of narcotics or alcohol on the agency's grounds, or reporting to work under the influence of such substances is prohibited. Any violation of this regulation subjects the employee to immediate dismissal.

I _____, have fully read and understood the above CHC policy.

_____
Employee's printed name

_____ _____
Employee's Signature Date

Saved:2blm/policy/proced/reg

CHC FIRST AID/EMERGENCY/CPR POLICY

EMPLOYEES' ORIENTATION & TRAINING

CHC has a responsibility to educate and to train all employees in working with developmentally disabled adults at CHC and to inform them of CHC's policies and procedures, Florida Department of Children and Families' Core Assurances, state and federal regulations. This accomplished in the following ways:

NEW EMPLOYEES:

1. When an employee is hired at CHC, he or she is given copies of CHC's policies and procedures. These include the following:

   - Personnel Policies and Procedures
   - Employee Accident Policy
   - Employee Personnel Record Release Policy
   - Probationary Period Policy
   - Code of Ethnic
   - Alcohol & Narcotics Policy
   - Florida Department of Children & Families Agreement Form
   - Internal Policies & Procedures for Implementation of the Developmental Abuse Act.
   - Procedures on Abuse, Neglect, & Exploitation
   - Marketing Policy
   - Solicitation Policy
   - Consumer's Accident & Emergency Medical Procedures
   - Consumer's Confidentiality Policy
   - Consumer's Civil Rights
   - Policies & Procedures on Consumer's Choice and Privileges
   - Incident Reporting Policies & Procedures
   - Communicable Disease Policy
   - Fire Drill & Evacuation Procedures
   - Consumer's Personal Funds and Life Insurance

2. The employee is given the opportunity to observe the classes and to learn his or her position under the support and guidance from his or her immediate supervisor and other staff members.

3. The employee is required to complete 20 hours of employee orientation training, which is provided by the Director of Client & Social Services. This orientation consists of lectures, handouts, and videotapes. The employee is given information on job requirements, CHC programs, CHC staff members & consumers, developmental disabilities, consumer's rights & choices, and agency documentation.

REGULAR MANDATORY TRAINING SESSIONS:

Employees are required to attend the following sessions:

- Simple First Aid - every 3 years
- CPR – annually
- HIV/AIDS – bi-annually
- Fire Safety – annually
- OSHA/Hazard Communication Program - annually

OTHER TRAINING SESSIONS:

Employees are also given the opportunity to attend important training sessions provided by Florida Department of Children and Families and/or any other organization.

Saved:2bim/policy/proced/reg

EMPLOYEE ORIENTATION

JOB REQUIREMENTS / POLICIES

- ⇨ Program Aide job Description
- ⇨ Program / Health Training Requirements
- ⇨ Work Schedule / Flexibility
- ⇨ Evaluations
- ⇨ Client Supervision
- ⇨ Reporting Procedures
- ⇨ Dress Code
- ⇨ Daily Log / Bulletin Board
- ⇨ Drug and Smoke Free Workplace
- ⇨ Solicitation Policy
- ⇨ Marketing Policy
- ⇨ Fire Drill / Evacuation Policy
- ⇨ Person centered approach
- ⇨ Personal Outcome Process
- ⇨ Policy or Transitioning Consumers
- ⇨ Grievance Policy

CHC PROGRAM & STAFF MEMBERS

- ⇨ Description of CHC Programs
- ⇨ Client Admission
- ⇨ CHC Staff's Roles
- ⇨ Funding
- ⇨ Miami-Dade County Public School Instructors
- ⇨ "Support Coordinator's Role" (video tape)
- ⇨ Client & Staff Relationship / Communication
- ⇨ Importance of proper hygiene / Training

INFORMATION ON DIABILITIES & CLIENTS' RIGHTS

- ⇨ Mental Retardation / Other Developmental Disabilities
- ⇨ Client Privacy
- ⇨ Client respect
- ⇨ "How to Improve Thinking Strategies for People with Developmental Disabilities" (video tape)
- ⇨ Consumer's Freedom of Choice
- ⇨ Human Rights Advocacy
- ⇨ State / Federal Laws
- ⇨ Confidentiality Policy
- ⇨ Bill of Rights for the Retarded Persons
- ⇨ "Client Rights & Human Rights" (video tape – 30 min)

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AGENCY / REPORTING PROCEDURES

- ⇨ Accident Prevention and Hazard Control (video tape 53 min – on "Safety Matters")
- ⇨ Accident Report
- ⇨ Incident Report
- ⇨ Illness Reporting Procedures
- ⇨ Seizure Reporting Procedures
- ⇨ Emergency Procedures
- ⇨ Medication Policies / Procedures
- ⇨ Video Tape on Neglect / Abuse
- ⇨ Behavior Management

AGENCY DOCUMENTATION

- ⇨ Program Records
- ⇨ Client Attendance
- ⇨ Case Records

ACKNOWLEDGEMENT

I _____, have completed twenty (20) hours of employee orientation training. I understand the procedures and expectations that CHC has of me. I agree to uphold CHC's standards, procedures and safety regulations to the best of mY ability.

EMPLOYEE: _____ DATE: _____

TRAINER: _____ DATE: _____

Saved:2bim/policy/proced/reg

CHC inc.

Committed to Helping individuals learn Community and work skills

11450 S W 79th Street .Miami, Florida 33173. ph 305/279.7999. Fax 305.279.6627. info@chcmiami.org

Community Habilitation Center instructs Staff members to call 911 for emergency assistance.

COORDINATION AND FARE AGREEMENT

THIS AGREEMENT made and entered into as of this 1st day of **July** 2010 by and between **Community Habilitation Center Inc** a corporation organized and existing under the laws of Florida having its principal offices at **11450 S.W. 79 St.** (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, having its principal offices at 701 N.W. 1st Court, Suite # 1700 Miami, Florida 33136 (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, 2010 and will continue through June 30, 2011.

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, 8:00am – 4:30pm (305-279-7999)

2. The Provider's service hours and days of operation are as follows:
9:00am – 3:00pm, Monday - Friday

3. The Provider's cost in providing each one way trip is:
$1.00

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:
(The following calculation may be used to determine cost: Total Transportation Expenses divided by Total Trips)

Total Transportation Expenses/Total 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; avoid using the term Paratransit to describe services provided).

The Community Habilitation Center Inc. will provide transportation to and from locations within Miami-Dade County for mentally disabled individuals participating in their Community Based Education (CBE) program.

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, accidents, and the 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.

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 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 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, 701 N.W. 1st Court, Suite #1200, Miami, Florida 33136. The representative/position of the Provider responsible for administration of the program under this Agreement is:

John R. Mazzarella – Executive Director (Community Habilitation Center Inc.)
11450 S.W. 79 St.
Miami, Florida 33172 (305-279-7999)

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 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:

Signature

Executive Director
Title

COUNTY:

George M. Burgess

County Manager
Title

COORDINATOR:

Harry A. Rackard

MDT-Manager,
Transit Mobility Planning
Local Transportation Coordinator
Title

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 **John Mazzarella**, 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):

23-7171039

Federal Employer Identification Number (If none, Social Security)

Community Habilitation Center Inc.

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

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

11450 S.W. 83 St.	**Miami**	**FL**	**33173**
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
NA		%
		%
		%

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):

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 [X] No

2. Does your firm provide paid health care benefits for its employees?
   [X] 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:	3	Males	2	Females
Black:	1	Males	3	Females
Hispanic:	1	Males	16	Females
Asian:		Males		Females
American Indian:		Males		Females
Aleut (Eskimo):		Males		Females
Total: 26	5	Males	21	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.

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.

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: _____ 1-12-2010
(Signature of Affiant) (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 12 day of January, 20 10, by John Mazzarella. He/She is personally known to me or has presented _____ as identification.
(Type of Identification)

_____ DD 520772
(Signature of Notary) (Serial Number)

Notary Public State of Florida
Irma Resnic
My Commission DD520772
Expires 04/15/2010

_____ April 15, 2010
(Print or Stamp of Notary) (Expiration Date)

Notary Public - State of Florida (State) Notary Seal