

**Date:** April 2, 2024

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

Agenda Item No. 8(N)(5)

**From:** Daniella Levine Cava  
Mayor



Resolution No. R-261-24

**Subject:** Agreements for the Coordination of Transportation Disadvantaged Services with  
Multiple Nonprofits

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**Executive Summary**

The Department of Transportation and Public Works (DTPW), on an annual basis, must complete new Coordination and Fare Agreements with nonprofit agencies for the purpose of providing transportation to disadvantaged persons. Approval of these agreements has a minimal fiscal impact to the County (i.e., two months of staff time to prepare agreements, collecting the required data and coordinating with the agencies). The agreements are valid for only one year.

**Recommendation**

It is recommended that the Board approve Coordination and Fare Agreements between Miami-Dade County, as the Community Transportation Coordinator (CTC), and multiple nonprofit entities (see attached table setting forth the Service Providers) for a one-year term to facilitate the provision of coordinated transit services for the transportation disadvantaged.

**Scope**

The impact of providing transportation services to disadvantaged persons by the nonprofit entities is countywide.

**Fiscal Impact/Funding Source**

There is a minimal fiscal impact to the County. Estimated staff time of two months is required to coordinate with the nonprofit agencies to obtain and review the signed agreements and collect the required operating data.

**Track Record/Monitor**

DTPW, as the Board-designated department appointed to fulfill the Community Transportation Coordinator's requirements, has entered into these agreements with nonprofit agencies to comply with state requirements for more than 30 years. DTPW Project Manager, Mia Marin, will work with both the Florida Department of Transportation (FDOT) District 6 and the Miami-Dade Transportation Planning Organization (TPO) Project Managers to oversee the agencies' compliance with the agreements.

**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 includes authority for the Mayor or Mayor's designee to execute the agreements with the

named entities and receive and expend these and any additional funds should they become available.

**Background**

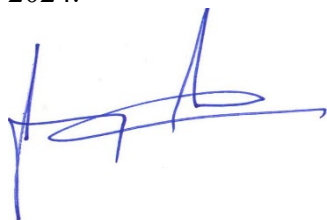
Through Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code, the TPO designates the Board as the Community Transportation Coordinator (CTC) for Miami-Dade County for a five-year period. The Board has assigned DTPW to carry out the requirements of the CTC for the County's Transportation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

The Local Coordinating Board (LCB) is the advisory body to the Florida Commission for the Transportation Disadvantaged (CTD), 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.

In accordance with Chapter 427, Florida Statutes, the CTC is required to enter into these coordination agreements with other agencies that transport the disadvantaged in Miami-Dade County. In addition, the Federal Transit Administration (FTA) 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. Participating nonprofit agencies use the FTA 5310 funding to purchase vehicles and/or operate vehicles. In Miami-Dade County, private nonprofit 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. Without these agreements in place, the nonprofit organizations would not be eligible for the FTA 5310 funding.

The agreements include the cost per trip as well as 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.

Attached to the resolution is a sample representative agreement between the County and a nonprofit agency. These agreements are all similar in format and contain standard language detailing the service provider's business hours, insurance requirements, and transportation services provided. The effective date of the agreements is July 1, 2023, through June 30, 2024.



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Jimmy Morales, COO

<b>Coordination and Fare Agreement Service Provider Listing</b>	
<b>Agency</b>	<b>Address</b>
<b>Allapattah Community Action, Inc.</b>	2257 NW N. River Drive, Miami, FL 33125
<b>The ARC of South Florida - Adult and Children Programs</b>	5555 Biscayne Blvd., Miami, FL 33137
<b>Better Way of Miami, Inc.</b>	800 NW 28 <sup>th</sup> Street, Miami, FL 33127
<b>Borinquen Health Care Center, Inc.</b>	3601 NE 4th Ct, Miami, FL 33137
<b>Camillus House, Inc.</b>	1603 NW 7 <sup>th</sup> Avenue, Miami, FL 33136
<b>Community Health of S. Fla (CHI)</b>	10300 SW 216th St., Miami, FL 33190
<b>Citrus Health Network, Inc.</b>	4175 West 20 Avenue Hialeah, FL 33012
<b>CMB Visions</b>	16201 SW 95 Avenue, Suite 309, Miami, FL 33157
<b>Community Habilitation Center, Inc. a.k.a WOW Center</b>	11450 SW 79th Street Miami, FL 33173
<b>Concept Health Systems, Inc. aka Concept House</b>	162 NE 49th Street, Miami, FL 33137
<b>DEEDCO</b>	105 SE 12 <sup>th</sup> Ave, Miami, FL 33030
<b>Easter Seals South Florida, Inc.</b>	1475 NW 14 Avenue Miami, FL 33125
<b>Empowering Youth</b>	1031 Ives Dairy Road Suite 228 Miami, FL 33179
<b>Family Resource Center of South Florida, Inc.</b>	1393 SW 1 <sup>st</sup> St, Miami, FL 33135
<i>Psycho-Social Rehabilitation Center, Inc. aka Fellowship House</i>	5711 S. Dixie Hwy. S. Miami, FL 33143
<b>Florida PACE Centers, Inc. (affiliated with Miami Jewish Health Systems)</b>	5200 NE 2 <sup>nd</sup> Avenue, Miami, FL 33137
<b>Fresh Start</b>	18441 NW 2 <sup>nd</sup> Ave, Miami Gardens, FL 33169
<b>Friendship Circle</b>	8700 SW 112th St, Miami, FL 33176
<b>Goodwill Industries of South Florida, Inc.</b>	2121 NW 21 Street Miami, FL 33142
<b>City of Hialeah Gardens</b>	10001 NW 87 <sup>th</sup> Ave, Hialeah Gardens, FL 33016
<b>Hialeah Housing Authority</b>	75 East 6 <sup>th</sup> Street, Hialeah, FL 33010
<b>Hialeah-Miami Springs Rotary Charitable Foundation, Inc./City of Miami Springs</b>	Miami Springs Senior Center, 343 Payne Drive, Miami Springs, FL 33166

<b>Coordination and Fare Agreement Service Provider Listing</b>	
<b>Agency</b>	<b>Address</b>
<b>Jesse Trice Community Health Center, Inc.</b>	5361 NW 22 Ave, Miami, FL 33142
<b>Jewish Community Services of South Florida, Inc.</b>	833, 6 <sup>th</sup> Street Miami Beach, FL 33161
<b>Miami Learning Experience School</b>	5651 SW 82 <sup>nd</sup> Ave, Miami, FL 33143
<b>MACtown, Inc.</b>	6250 NE 1sr Place Miami, FL 33138
<b>Miami Bridge Youth and Family Services, Inc.</b>	2810 NW S. River Dr. Miami, FL 33125
<b>Miami Jewish Health Systems (PACE)</b>	5200 NE 2 <sup>nd</sup> Avenue, Miami, FL 33137
<b>Miami Lighthouse for the Blind and Visually Impaired, Inc. aka Florida Association of Workers for the Blind, Inc.</b>	601 SW 8 Avenue Miami, FL 33130
<b>New Starts</b>	657 NE 125 <sup>th</sup> St, North Miami, FL 33161
<b>Prosperity Social &amp; Comm Dev.</b>	1175 NE 125th St, Miami, FL 33161
<b>Sunrise Community</b>	9040 Sunset Drive, Suite F, Miami, FL 33173
<b>Sundari Foundation (Lotus House)</b>	217 NW 15 <sup>th</sup> Street Miami, FL 33136
<b>UCO of Miami, Inc.</b>	1411 NW 14 <sup>th</sup> Avenue, Miami, FL 33125
<b>University of Miami, Mailman Center for Child Development (Debbie School) aka Debbie Institute</b>	1601 NW 12 <sup>th</sup> Avenue, Miami, FL 33136
<b>University of Miami, Linda Ray Center</b>	750 NW 15 <sup>th</sup> St, Miami, FL 33136
<b>University of Miami, Perinatal C.A.R.E. Program</b>	1120 NW 14 Street, Suite 1252, Miami, FL 33136



**MEMORANDUM**  
(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** April 2, 2024

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 8(N)(5)

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 present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ ) 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)(5)  
4-2-24

RESOLUTION NO. \_\_\_\_\_ R-261-24

RESOLUTION APPROVING AGREEMENTS FOR THE COORDINATION OF TRANSPORTATION DISADVANTAGED SERVICES IN MIAMI-DADE COUNTY WITH CERTAIN AGENCIES; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SAME FOR AND ON BEHALF OF MIAMI-DADE COUNTY, TO EXECUTE ANY ADDITIONAL AGREEMENTS FOR 2023-2024 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: Allapattah Community Action, Inc.; ARC of South Florida, Inc.; Better Way of Miami, Inc.; Borinquen Health Care Center; Camillus House, Inc.; Citrus Health Network; CMB Visions; Community Habilitation Center (WOW Center); Community Health South Florida (CHI); Concept Health Systems; Deedco; Easter Seals; Empowering Youth, Inc.; Family Resource Center; Fellowship House; Florida Pace, Inc.; Fresh Start, Inc.; Friendship Circle of Miami; Goodwill Industries of South Florida; City of Hialeah Gardens; Hialeah Housing Authority; Hialeah Miami-Springs Rotary; Jessie Trice Community Health Center; Jewish Community Services of South Florida; Miami Learning Experience School, Inc; Mactown, Inc. Miami Bridge Youth and Family Services, Inc.; Miami Lighthouse for the Blind and Visually Impaired; New Starts; Sundari Foundation, Inc.; Sunrise Community, Inc.; UCO of Miami, Inc.; University of Miami Mailman

Center for Child Development (Debbie School); University of Miami Linda Ray Center; University of Miami Perinatal Care Program; and Prosperity Social & Community Development Group; and (b) authorizes the County Mayor or County Mayor’s designee to execute any additional agreements in substantially the form attached for the 2023-3024 program year with entities meeting program eligibility requirements for transportation disadvantaged services, and to exercise any provisions contained in such agreements.

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

Oliver G. Gilbert, III, Chairman	<b>aye</b>		
Anthony Rodriguez, Vice Chairman	<b>aye</b>		
Marleine Bastien	<b>aye</b>	Juan Carlos Bermudez	<b>aye</b>
Kevin Marino Cabreara	<b>aye</b>	Senator Rene Garcia	<b>absent</b>
Roberto Gonzalez	<b>aye</b>	Keon Hardemon	<b>aye</b>
Danielle Cohen Higgins	<b>aye</b>	Eileen Higgins	<b>aye</b>
Kionne L. McGhee	<b>aye</b>	Raquel A. Regalado	<b>aye</b>
Micky Steinberg	<b>aye</b>		

The Chairperson thereupon declared this resolution duly passed and adopted this 2<sup>nd</sup> day of April, 2024. 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: Basia Pruna  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.

A handwritten signature in black ink, appearing to be "B. Libhaber", written over a horizontal line.

Bruce Libhaber



# COORDINATION AND FARE AGREEMENT

**THIS COORDINATION AND FARE AGREEMENT** (hereinafter referred to as the "Agreement") made and entered into as of this 1<sup>st</sup> day of July 2022 by and between Better Way of Miami, Inc. , a corporation organized and existing under the laws of Florida having its principal offices at 800 NW 28th Street, Miami, Florida 33127 (hereinafter referred to as the "Provider") and **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, represented by **MIAMI-DADE DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS** as the Community Transportation Coordinator (hereinafter referred to as the "CTC"), having its principal offices at 701 NW 1<sup>st</sup> Court, Suite 1700, Miami, Florida 33136.

## WITNESSETH:

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

**WHEREAS**, the CTC desires to have such services performed in accordance with the terms of this Agreement; and,

**WHEREAS**, the CTC has 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, 2022 and will continue through June 30, 2023.

### 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 – 5:00 PM, Monday – Friday Phone # (305)634-3409**

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

**24 Hours/day, 7days/week, 52weeks/year**

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

**3.89**

Neither the Commission nor the CTC shall 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): Please include actual calculations along with the methodology to derive provider cost i.e. Total Trip Expenses divided by Total Trips: 3000 (expenses) /1000 (trips) = \$3 per trip.

The cost is determined by Transportation Expenses divided by Total Trips. "Total Transportation Expenses divided by Total Trips". Transportation Expenses (\$73,029) /18,751(trips) = \$3.89 cost per 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).

Provide clients with transportation to and from the Agency for medical, psychiatric, entitlement and other appointments related to their treatment and care at Better Way.

### **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 CTC an Annual Operating Report (AOR) 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 CTC 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 (FHWA) and the Federal Transit Administration (FTA).

#### **E. INDEMNIFICATION AND INSURANCE**

The Provider shall comply with the following minimum insurance requirements:

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. The 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. The 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.

The Provider shall furnish to insert your department's name and address, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Provider as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. **Automobile Liability Insurance** covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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 "A-" as to management, and no less than "Class VII" as to financial strength by 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 Financial Services.

**CERTIFICATE HOLDER MUST READ:**                    **MIAMI-DADE COUNTY**  
**111 NW 1<sup>st</sup> STREET**  
**SUITE 2340**  
**MIAMI, FL 33128**

#### **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. 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.

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, national origin, religion, ancestry, pregnancy, age, marital status, familial status, status as victim of domestic violence, dating violence or stalking, veterans status, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination while receiving transportation services, (2) no person on the grounds of race, color, gender, sexual orientation, gender identity, gender expression, disability, national origin, religion, ancestry, pregnancy, age, marital status, familial status, status as victim of domestic violence, dating violence or stalking, veterans status, 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 CTC 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. 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 the CTC'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.

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

#### **J. 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 CTC in writing, the CTC 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 CTC 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 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 CTC 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 CTC may terminate any or all of its obligations under this Agreement.

#### **K. NOTICE AND CONTACT**

The name and address of the Contract Manager for the CTC for this Agreement is Robert Villar, Miami-Dade Department of Transportation and Public Works, 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:

Michael Festinger, President/CEO

#### **L. 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.

#### **M. 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.

#### **N. 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.

#### **O. 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) Section 5310 Program funds.



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

**PROVIDER:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Title

**LOCAL COORDINATING BOARD:**

  
\_\_\_\_\_  
Signature

  
\_\_\_\_\_  
Chairperson  
Title

**MIAMI-DADE COUNTY CTC:**

  
\_\_\_\_\_  
Signature

Jimmy Morales, Chief Operations Officer  
\_\_\_\_\_  
County Mayor or  
Designee

  
\_\_\_\_\_  
Bruce Libhaber (Oct 14, 2022 10:26 EDT)  
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 **Michael Festinger, President/CEO**, 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):

**59-2462933**

**Federal Employer Identification Number (If none, Social Security)**

**Better Way of Miami, Inc**

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

[Click here to enter text.](#)

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

**800 NW 28th Street, Miami, Florida 33127**

**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
<small>Click here to enter text</small>	_____	_____ %
<small>Click here to enter text</small>	_____	_____ %
<small>Click here to enter text</small>	_____	_____ %

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):

Click here to enter text \_\_\_\_\_

Click here to enter text \_\_\_\_\_

Click here to enter text \_\_\_\_\_

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?

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:	7	Males	6	Females	
Black:	21	Males	20	Females	
Hispanic:	10	Males	1	Females	
Asian:		Males		Females	
American Indian:		Males		Females	
Aleut (Eskimo):		Males		Females	
Total:	65	38	Males	27	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 of 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 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.

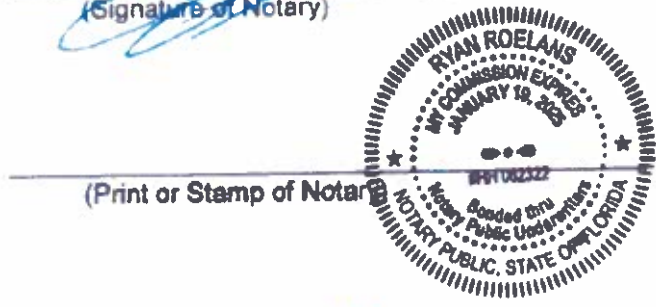
I have carefully read the entire six (6) page document (numbered pages 10-15 of this package) entitled "Miami-Dade County Affidavits" and have indicated by an "X" all affidavits that pertain to this contract and have indicated by an "N/A" all affidavits that do not pertain to this contract.

By: [Signature] (Signature of Affiant) 2/16/20 (Date)

SUBSCRIBED AND SWORN TO (or affirmed) before me this 16 day of September, 2020, by Michael Festinger. He/She is personally known to me or has presented \_\_\_\_\_ as identification. (Type of Identification)

[Signature] (Signature of Notary)

HH 062322 (Serial Number)



1-19-25 (Expiration Date)

Notary Public - State of FL (State)

Notary Seal