

**AGREEMENT**

**Between**

**BROWARD COUNTY**

**and**

**ANN STORCK CENTER, INC.**

**for**

**AGENCY COORDINATED TRANSPORTATION (ACT)  
PARATRANSIT TRANSPORTATION SERVICES**

**RFQ No. V2111249R1**

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**AGREEMENT**

**Between**

**BROWARD COUNTY**

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**ANN STORCK CENTER, INC.**

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**AGENCY COORDINATED TRANSPORTATION (ACT)  
PARATRANSIT TRANSPORTATION SERVICES**

**RFQ # V2111249R**

This is an Agreement ("Agreement"), made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

**and**

ANN STORCK CENTER, INC., a non-profit corporation organized and existing under the laws of the state of Florida, hereinafter referred to as "AGENCY," (collectively referred to as the "Parties").

**WITNESSETH:**

WHEREAS, COUNTY developed the Agency Coordination Transportation (ACT) Program to function within the Broward County Paratransit program "Transportation Options" (TOPS) Program; and

WHEREAS, the ACT Program will allow pre-qualified agencies to provide Paratransit transportation services, to and from their congregated services centers, directly to TOPS-eligible riders; and

WHEREAS, the ACT Program is designed to provided operational benefits including, but not limited to, reduced higher-cost demand service trips; increased agency responsibility and control over their client transportation; reduced operational service delays; improved efficiency of trip delivery; and assistance to clients that require a higher level of personal service; and

WHEREAS, the ACT Program is also designed to provide the benefit of improved service, including, but not limited to, agency established routes and scheduled pick-ups, complaint investigation, and efficient utilization of existing vehicles; and

WHEREAS, providing the most reliable, efficient, cost-effective Paratransit transportation services benefits the clients, COUNTY, and AGENCY; and

WHEREAS, AGENCY represents that it has the ability to provide Paratransit transportation services to and from its facility under the ACT Program and this Agreement and has expressed an interest in providing such services; and

WHEREAS, COUNTY desires to engage AGENCY to provide Paratransit transportation services under an agreement containing mutually satisfactory terms and covenants; and

WHEREAS, negotiations pertaining to the Paratransit Transportation Services to be performed were undertaken between the Parties and this Agreement incorporates the results of such negotiations, NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and AGENCY agree as follows:

#### ARTICLE 1 DEFINITIONS AND IDENTIFICATIONS

The following definitions apply unless the context in which the word or phrase is used requires a different definition:

- 1.1 Accident - An event which results in property damage and/or injury to a person in the course of the AGENCY providing transportation service under this Agreement.
- 1.2 Agency - A municipality or qualified non-profit social service agencies that provide transportation service to their specific location within Broward County.
- 1.3 Agreement - This Agreement includes Articles 1 through 12, the exhibits and documents that are expressly incorporated herein by reference.
- 1.4 Annual Operating Report - An annual report prepared by the Community Transportation Coordinator, as defined in the Florida Administrative Code (F.A.C.) and Florida Statutes, detailing the designated areas operating and performance statistics for the most recent operating year.
- 1.5 Board - The Board of County Commissioners of Broward County, Florida.

- 1.6 BCT - The Broward County Transit Division.
- 1.7 Chapter 41-2- Florida Administrative Code: The rules adopted by the Commission for the Transportation Disadvantaged to implement the provisions established in Chapter 427, Florida Statutes, as currently enacted or as may be amended from time to time.
- 1.8 Chapter 427 Part I, Florida Statutes - The Florida Statute provisions establishing the Commission for the Transportation Disadvantaged and prescribing its duties and responsibilities, as currently enacted or as may be amended from time to time.
- 1.9 Client - An individual determined eligible to receive Americans with Disabilities Act (ADA) Paratransit Services or an individual meeting the criteria established by County for Transit Disadvantaged Trips.
- 1.10 Community Transportation Coordinator (CTC) - A transportation entity recommended, consistent with Chapter 427 Part I, Florida Statutes, to ensure that coordinated transportation services are provided to serve the transportation disadvantaged population in a designated service area.
- 1.11 Complaint or Service Complaint - A service related incident as reported to the Broward County paratransit client services staff. Examples of complaints include, but are not limited to, the following: denial of service; late pick-ups; client behavior; Driver behavior; and passenger discomfort.
- 1.12 Contract Administrator - The Broward County Administrator or the Director of the Broward County Transit Division. The primary responsibilities of the Contract Administrator are to coordinate and communicate with AGENCY and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all Parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.13 Coordination - The arrangement for the provision of transportation services to the Transportation Disadvantaged in a manner that is cost effective, efficient, and reduces fragmentation and duplication of services.
- 1.14 County - Broward County, a political subdivision of the State of Florida

- 1.15 **County Administrator** - The administrative head of COUNTY appointed by the Board.
- 1.16 **County Attorney** - The chief legal counsel for COUNTY appointed by the Board.
- 1.17 **Driver(s)** - an individual operating a vehicle in the course of providing services for the Agency under this Agreement.
- 1.18 **Incident** - Any moving violation for which the Agency's Driver is issued a citation, or any event that occurs while the Agency is providing service that requires the intervention of the Agency or of other governmental agencies.
- 1.19 **Mobility Aids** - a personal device or animal used by a client to facilitate travel, including, but not limited to: a Personal Care Attendant; wheelchair; scooter; walker; cane, or a service animal such as, but not limited to, a guide dog.
- 1.20 **Passenger** - Any person occupying either a passenger seat or a wheelchair tie-down berth in the vehicle. Passengers may be Clients, their companions or guests, or their Personal Care Attendants.
- 1.21 **Passenger Hours** - The number of hours each individual passenger rides in the vehicle. This is a duplicated hourly count (i.e., if ten (10) passengers ride together for (1) hour, there are ten (10) passenger hours).
- 1.22 **Passenger Miles** - The number of miles each passenger rides in the vehicle. This is a duplicated mileage count (i.e., if ten (10) passengers ride together for ten (10) miles, there are one hundred (100) passenger miles).
- 1.23 **Passenger Trip** - All Trips performed by Agency, including transportation of clients, their companions or guests, and Personal Care Attendants.
- 1.24 **Personal Care Attendant (PCA)** - Someone who is designated, and/or employed specifically to help the eligible client meet their personal needs, including traveling.
- 1.25 **Revenue Service Hour** – The number of hours a vehicle is in service from the first client pick-up address to the last client drop-off address, excluding all Driver breaks, regardless of the number of Passengers on board at any given time.
- 1.26 **Revenue Miles** - The number of miles driven from the first client pick-up address to the last client drop-off address, excluding all miles traveled during Driver breaks, regardless of the number of Passengers on board at any given time.

- 1.27 TOPS - Broward County's paratransit program, also known as "Transportation Options."
- 1.28 Transportation Disadvantaged (TD) - Those persons who, because of physical or mental disability, income status, or age, are unable to transport themselves, or to purchase transportation, and are, therefore, dependent upon others to obtain access to health care, employment, education, shopping, social activities, or other life-sustaining activities, or children who are handicapped or high risk or at-risk as defined in Section 411.202, Florida Statutes, as currently enacted or as may be amended.

## ARTICLE 2 SCOPE OF SERVICES

- 2.1 AGENCY shall perform all services identified in this Agreement and Exhibit "A." The Scope of Services is a description of AGENCY's obligations and responsibilities and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the services described that exclusion would render performance by AGENCY impractical, illogical, or unconscionable.
- 2.2 Agency Coordinated Transportation Service may be performed by AGENCY through the use of its employees or AGENCY may enter into a contract with a third party to perform the services. In the event AGENCY contracts with a third party, AGENCY shall remain fully responsible hereunder and shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation imposed on the AGENCY in this Agreement.
- 2.3 AGENCY acknowledges that the Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

## ARTICLE 3 TERM AND TIME FOR PERFORMANCE

- 3.1 The term of this Agreement shall begin on the date it is fully executed by the Parties and continue through 12:00 a.m., December 31, 2019 with the option to renew upon the same terms for three (3) additional one-year periods (Renewal Term) upon written approval of the Contract Administrator ninety (90) days prior to the expiration date of the current term. Renewal will be subject to AGENCY acceptance, satisfactory performance, and determination that renewal will be in the best interest of COUNTY. The continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes.

- 3.2 Agency Coordinated Transportation Service shall not commence until the receipt of a written Notice to Proceed from the Contract Administrator. Time shall be deemed to be of the essence in performing the duties, obligations, and responsibilities required by this Agreement.

#### ARTICLE 4 COUNTY'S OBLIGATIONS

COUNTY's obligations include:

- 4.1 COUNTY shall provide the AGENCY with Mobile Data Computer (MDC) and Automatic Vehicle Location (AVL) technology for each vehicle with all necessary installation and be responsible for the costs for communication access to allow the County to monitor vehicle operation and vehicle location. AGENCY shall permit COUNTY to install this equipment must be allowed to be installed on all vehicles used for the services defined by this Agreement.
- 4.2 COUNTY, in its sole discretion, acting through its Contract Administrator, may authorize a replacement vehicle(s). The use of any replacement vehicle(s) shall be subject to all terms and conditions of this Agreement.
- 4.3 Data collected during the course of business by AVL and MDC systems will be housed on COUNTY's computer servers. COUNTY will be responsible for the maintenance of the AVL and MDC systems

#### ARTICLE 5 AGENCY'S OBLIGATIONS

AGENCY's obligations include:

- 5.1 AGENCY shall be solely responsible to provide, during the term of this Agreement, a transit service which shall include, but not be limited to, all vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein.
- 5.2 AGENCY will certify that no other funding sources will be received/utilized to pay for any portion of trips provided pursuant to this Agreement. If any other funding sources are received/utilized, AGENCY shall promptly disclose to COUNTY in writing those sources and amounts of funding.
- 5.3 AGENCY shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the vehicle(s).



- 5.4 AGENCY shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and COUNTY regulations, laws, and licensing requirements prior to and at all times while operating vehicle(s) or performing any duties or functions relating to the requirements of this Agreement.
- 5.5 AGENCY shall ensure that the services provided pursuant to this Agreement meet the minimum standards and performance requirements as described in Exhibit "E" (The Commission for the Transportation Disadvantaged Standards and Performance Requirements).
- 5.6 AGENCY shall obtain and provide to the Contract Administrator all required state and local permits and ensure that all vehicle operators are properly licensed for the service which they are providing. AGENCY shall ensure that all vehicle operators meet all requirements for performing Paratransit Transportation Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90.
- 5.7 AGENCY shall respond to Contract Administrator's requests for information in a timely manner.
- 5.8 AGENCY shall develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.
- 5.9 AGENCY shall report to Contract Administrator any accidents, including passenger accidents, and any non-routine events within one (1) hour of their occurrence.

## ARTICLE 6 COMPENSATION

- 6.1 COUNTY will pay AGENCY in the manner specified in Section 6.2, up to a maximum amount of One Hundred Fifty-five Thousand Three Hundred Sixty-one Dollars (\$155,361.) for Paratransit Transportation Services actually performed by AGENCY pursuant to this Agreement, which amount shall be accepted by AGENCY as full compensation for all such services. AGENCY acknowledges that this amount is the maximum payable and constitutes a limitation upon COUNTY's obligation to compensate AGENCY for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon AGENCY's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to AGENCY to reimburse its expenses.

## 6.2 METHOD OF BILLING AND PAYMENT

- 6.2.1 Within five (5) business days after the close of the month, AGENCY will submit to COUNTY for COUNTY's approval a "Statement of Operations and Costs" for the previous month which details by cost category the amounts billed, in accordance with the provisions of Service for the previous month.
- 6.2.2 AGENCY may submit invoices for compensation, in the format approved by COUNTY, no more often than on a monthly basis, but only after the services for which the invoices are submitted have been completed. An original invoice are due within five (5) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall designate the nature of the services performed. AGENCY shall submit with each invoice a Certification of Payments to Subcontractors and Suppliers (Exhibit "B"). The certification shall be accompanied by a copy of the notification sent to each subcontractor and supplier listed in item 2 of the form, explaining the good cause why payment has not been made.
- 6.2.3 COUNTY shall pay AGENCY within thirty (30) calendar days of receipt of AGENCY's proper invoice, as required by the "Broward County Prompt Payment Ordinance" Section 1-51.6, Broward County Code of Ordinances. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the Contract Administrator. Payment may be withheld for failure of AGENCY to comply with a term, condition, or requirement of this Agreement.
- 6.2.4 AGENCY shall pay its subcontractors and suppliers, within fifteen (15) days following receipt of payment from COUNTY for such subcontracted work and pay all other subcontractors and suppliers within thirty (30) days following receipt of payment from COUNTY for such subcontracted work or supplies. If AGENCY withholds an amount as retainage, such retainage shall be released and paid within thirty (30) days following receipt of payment of retained amounts from COUNTY.
- 6.3 Notwithstanding any provision of this Agreement to the contrary, COUNTY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by COUNTY.

**6.4 Payment shall be made to AGENCY at:**

Ann Storck Center, Inc.  
1790 SW 43<sup>rd</sup> Way  
Fort Lauderdale, FL. 33317  
c/o Charlotte C. Mather-Taylor

**ARTICLE 7  
PERFORMANCE STANDARDS AND EXPECTATIONS**

- 7.1 The safe, courteous, and timely delivery of service is of critical importance.**
- 7.2 AGENCY, as a contracted transit provider, shall comply with the requirements of Rule 14-90, Florida Administrative Code ("F.A.C."). ("Equipment and Operation Safety Standards for Bus Transit Systems"), as currently enacted or as may be amended from time to time.**
- 7.3 AGENCY is required to develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies with the safety standards set forth in Rule 14-90 F.A.C.**
- 7.4 COUNTY will conduct an annual System Safety review of each Agency to comply with safety requirements of Rule 14-90, F.A.C.**

**ARTICLE 8  
INDEMNIFICATION**

**AGENCY shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend COUNTY, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, AGENCY, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against COUNTY by reason of any such claim, cause of action, or demand, AGENCY shall, upon written notice from COUNTY, resist and defend such lawsuit or proceeding by counsel satisfactory to COUNTY or, at COUNTY's option, pay for an attorney selected by County Attorney to defend COUNTY. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the**

Contract Administrator and the County Attorney, any sums due AGENCY or AGENCY's contractor under this Agreement may be retained by COUNTY until all of COUNTY's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by COUNTY.

## ARTICLE 9 INSURANCE

- 9.1 AGENCY shall maintain at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "C" in accordance with the terms and conditions stated in this Article.
- 9.2 Such policies shall be issued by companies authorized to do business in the State of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. AGENCY shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.
- 9.3 Within fifteen (15) days of notification of award, AGENCY shall provide to COUNTY proof of insurance in the form of Certificate(s) of Insurance and applicable endorsements, Declaration pages, or insurance policies evidencing all insurance required by this Article. COUNTY reserves the right to obtain a certified copy of any policies required by the Article upon request. Coverage is not to cease and is to remain in force until the COUNTY determines all performance required of AGENCY is completed. For Professional Liability Insurance, coverage shall remain in force for two (2) years after the completion of services unless a different time period is stated in Exhibit "C." COUNTY shall be notified of any restriction or cancellation of coverage within thirty (30) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to COUNTY upon expiration.
- 9.4 COUNTY reserves the right to review and revise any insurance requirements at the time of renewal or amendment of this Agreement, including, but not limited to, deductibles, limits, coverage, and endorsements.

## ARTICLE 10 TERMINATION

- 10.1 This Agreement may be terminated for cause by the aggrieved Party if the Party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may also be terminated for convenience by the Board. Termination for convenience by the Board shall be effective on the termination date stated in written notice provided by COUNTY, which termination date shall be not less than thirty (30) days after the date of such written notice. This Agreement may also be terminated by the County Administrator upon such notice as the County Administrator deems appropriate under the circumstances in the event the County Administrator determines that termination is necessary to protect the public health, safety, or welfare. If COUNTY erroneously, improperly, or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.
- 10.2 This Agreement may be terminated for cause for reasons including, but not limited to, AGENCY's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work, or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if AGENCY is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes, or if AGENCY provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 10.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the County Administrator, which the County Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 10.4 In the event this Agreement is terminated for convenience, AGENCY shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. AGENCY acknowledges that it has received good, valuable and sufficient consideration from COUNTY, the receipt and adequacy of which are, hereby acknowledged by AGENCY, for COUNTY's right to terminate this Agreement for convenience.

- 10.5 In the event this Agreement is terminated for any reason, any amounts due AGENCY shall be withheld by COUNTY until all documents and reports are provided to COUNTY pursuant to Section 12.1 of Article 12.

**ARTICLE 11  
EEO COMPLIANCE**

- 11.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. AGENCY shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement. Failure by AGENCY to carry out any of these requirements shall constitute a material breach of this Agreement, which shall permit the COUNTY, to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

AGENCY shall include the foregoing or similar language in its contracts with any subcontractors or subconsultants, except that any project assisted by the U.S. Department of Transportation funds shall comply with the non-discrimination requirements in 49 C.F.R. Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as COUNTY deems appropriate.

- 11.2 Although no CBE goal has been set for this Agreement, COUNTY encourages AGENCY to give full consideration to the use of CBE firms to perform services under this Agreement.
- 11.3 AGENCY shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement and shall not otherwise unlawfully discriminate in violation of Chapter 16½, Broward County Code of Ordinances. AGENCY shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, AGENCY shall take affirmative steps to prevent discrimination in employment against disabled persons.
- 11.4 By execution of this Agreement, AGENCY represents that it has not been placed on the discriminatory vendor list as provided in Section 287.134, Florida Statutes.

COUNTY hereby materially relies on such representation in entering into this Agreement. An untrue representation of the foregoing shall entitle COUNTY to terminate this Agreement and recover from AGENCY all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

## ARTICLE 12 MISCELLANEOUS

### 12.1 RIGHTS IN DOCUMENTS AND WORK

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY, and, if a copyright is claimed, AGENCY grants to COUNTY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by AGENCY, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by AGENCY to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to AGENCY shall be withheld until all documents are received as provided herein.

### 12.2 PUBLIC RECORDS

COUNTY is a public agency subject to Chapter 119, Florida Statutes. To the extent AGENCY is a contractor acting on behalf of the COUNTY pursuant to Section 119.0701, Florida Statutes, AGENCY shall:

- 12.2.1 Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by COUNTY were COUNTY performing the services under this Agreement;
- 12.2.2 Provide the public with access to such public records on the same terms and conditions that COUNTY would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 12.2.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- 12.2.4 Meet all requirements for retaining public records and transfer to COUNTY, at no cost, all public records in possession of AGENCY upon

termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to COUNTY in a format that is compatible with the information technology systems of COUNTY.

The failure of AGENCY to comply with the provisions set forth in this Section shall constitute a material breach of this Agreement entitling COUNTY to exercise any remedy provided in this Agreement or under applicable law.

A request for public records regarding this Agreement must be made directly to COUNTY, who will be responsible for responding to any such public records requests. DIRECT MEDIA will provide any requested records to COUNTY to enable COUNTY to respond to the public records request.

**IF AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF FLORIDA STATUTES CHAPTER 119 TO DIRECT MEDIA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, TIM GARLING, DEPUTY DIRECTOR OF THE TRANSPORTATION DEPARTMENT AT (954) 357-8300, TGARLING@broward.org, 1 N UNIVERSITY DRIVE, SUITE 3100A, PLANTATION, FLORIDA 33324.**

AGENCY shall ensure that the requirements of this Section are included in all agreements with its Subcontractor(s).

### 12.3 AUDIT RIGHTS, AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of AGENCY and its subcontractors that are related to this Project. AGENCY and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of AGENCY and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, AGENCY or its subcontractor, as applicable, shall make same available at no cost to COUNTY in written form.

AGENCY and its subcontractors shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, if applicable, or, if the Florida Public Records



Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

AGENCY shall ensure that the requirements of this Section 12.3 are included in all agreements with its subcontractor(s).

#### 12.4 PUBLIC ENTITY CRIME ACT

AGENCY represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to COUNTY, may not submit a bid on a contract with COUNTY for the construction or repair of a public building or public work, may not submit bids on leases of real property to COUNTY, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with COUNTY, and may not transact any business with COUNTY in excess of the threshold amount provided in Section 287.017, Florida Statutes, for category two purchases for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by COUNTY pursuant to this Agreement, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, AGENCY further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether AGENCY has been placed on the convicted vendor list.

#### 12.5 INDEPENDENT CONTRACTOR

AGENCY is an independent contractor under this Agreement. Services provided by AGENCY pursuant to this Agreement shall be subject to the supervision of AGENCY. In providing such services, neither AGENCY nor its agents shall act as officers, employees, or agents of COUNTY. No partnership, joint venture, or other joint relationship is created hereby. COUNTY does not extend to AGENCY

or AGENCY's agents any authority of any kind to bind COUNTY in any respect whatsoever.

#### **12.6 DRUG-FREE WORKPLACE**

AGENCY shall participate in COUNTY's drug and alcohol testing program, or establish and implement, subject to COUNTY review and approval, its own drug and alcohol testing program that complies with 49 C.F.R. Part 655. In addition, AGENCY shall produce any documentation necessary to establish its compliance with 49 C.F.R. Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or COUNTY, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. 655 and review the testing process.

AGENCY shall certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the BCT Drug and Alcohol Program Manager, with a copy to the Contract Administrator, a model format for certifying compliance is attached as Exhibit "G."

AGENCY shall prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to BCT Drug and Alcohol Program Manager, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to BCT Drug and Alcohol Program Manager by a date determined by Contract Administrator, but no later than February 15th of each year. Additionally, AGENCY shall provide quarterly reports to BCT Drug and Alcohol Program Manager summarizing its drug and alcohol testing results and shall permit BCT Drug and Alcohol Program Manager to inspect its records during site visits, to ensure compliance with program requirements.

#### **12.7 THIRD PARTY BENEFICIARIES**

Neither AGENCY nor COUNTY intend to directly or substantially benefit a third party by this Agreement. Therefore, the Parties acknowledge that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

#### **12.8 NOTICES**

Whenever either Party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt

requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the Parties designate the following:

FOR COUNTY:

Director  
Broward County Transit Division  
One North University Drive, Suite 3100A  
Plantation, FL 33324

FOR AGENCY:

Charlotte C. Mather-Taylor, CEO  
Ann Storck Center, Inc.  
1790 SW 43<sup>rd</sup> Way  
Fort Lauderdale, FL. 33317

12.9 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other Party. In addition, AGENCY shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, COUNTY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by AGENCY of this Agreement or any right or interest herein without COUNTY's written consent.

AGENCY represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

AGENCY shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of AGENCY's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

#### 12.10 CONFLICTS

Neither AGENCY nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with AGENCY's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

None of AGENCY's officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he, she, or AGENCY is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude AGENCY or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event AGENCY is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, AGENCY shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as AGENCY.

#### 12.11 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the Parties. Each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement, and each is, therefore, a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

#### 12.12 COMPLIANCE WITH LAWS

AGENCY shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

#### 12.13 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or AGENCY elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days of final court action, including resolution of all filed appeals.

#### 12.14 JOINT PREPARATION

The Parties and their counsel have participated fully in the drafting of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

#### 12.15 INTERPRETATION

The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. All personal pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires. Terms such as "herein," "hereof," "hereunder," and "hereinafter," refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Article as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

#### 12.16 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 12 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 12 shall prevail and be given effect.

#### 12.17 LAW, JURISDICTION, VENUE, WAIVER OF JURY TRIAL

This Agreement shall be interpreted and construed in accordance with and

governed by the laws of the state of Florida. All Parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **BY ENTERING INTO THIS AGREEMENT, AGENCY AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**

#### 12.18 AMENDMENTS

The Parties may amend this Agreement to conform to changes in federal, state, or local laws, regulations, directives, and objectives. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and AGENCY or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 12.19 PRIOR AGREEMENTS

This document represents the final and complete understanding of the Parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. There is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

#### 12.20 PAYABLE INTEREST

- 12.20.1 Payment of Interest. Except as required by the Broward County Prompt Payment Ordinance, COUNTY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof AGENCY waives, rejects,

disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

12.20.2 Rate of Interest. In any instance where the prohibition or limitations of Section 12.20.1 are determined to be invalid or unenforceable, the annual rate of interest payable by COUNTY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

#### 12.21 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the Parties. The attached Exhibits "A", "B", "C", "D", "E", "F", and "G" are incorporated into and made a part of this Agreement.

#### 12.22 REPRESENTATION OF AUTHORITY

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

#### 12.23 MULTIPLE ORIGINALS

Multiple copies of this Agreement may be executed by all Parties, each of which, bearing original signatures, shall have the force and effect of an original document.

#### 12.24 LIVING WAGE REQUIREMENT

To the extent AGENCY is a "covered employer" within the meaning of Section 26-102, Broward County Code of Ordinances, AGENCY shall pay to all of its employees providing "covered services," as defined therein, a living wage as required by such ordinance, and AGENCY shall fully comply with the requirements of such ordinance and shall satisfy, comply with, and complete all of the obligations set forth therein. AGENCY shall be responsible for and shall ensure that all of its subcontractors that qualify as covered employers fully comply with the requirements of such ordinance and satisfy, comply with, and complete all of the obligations set forth therein.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2017, and ANN STORCK CENTER, INC., signing by and through its Chief Executive Officer, duly authorized to execute same.

COUNTY

BROWARD COUNTY, by and through  
its Board of County Commissioners

By \_\_\_\_\_  
Mayor

\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Approved as to form by  
Joni Armstrong Coffey  
Broward County Attorney  
Governmental Center, Suite 423  
115 South Andrews Avenue  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600  
Telecopier: (954) 357-7641

Insurance requirements  
approved by Broward County  
Risk Management Division

By Wayne Fletcher 4-28-17  
Signature (Date)

WAYNE FLETCHER RISK MGR.  
Print Name and Title above

By Angela J. Wallace 5/1/17  
Angela J. Wallace (Date)  
Deputy County Attorney

AJW  
Ann Storck Center ACT Agreement 2017  
04/10/17  
17-114



AGREEMENT BETWEEN BROWARD COUNTY AND ANN STORCK CENTER, INC.  
FOR AGENCY COORDINATED TRANSPORTATION (ACT)  
PARATRANSIT TRANSPORTATION SERVICES


AGENCY

WITNESSES:

Kandi Oman

JS

ANN STORCK CENTER, INC.

By   
Charlotte C. Mather-Taylor,  
Chief Executive Officer

17<sup>th</sup> day of APRIL, 2017

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

AGENCY shall be responsible to provide transportation service which shall include, but not be limited to, all vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required. Vendor shall provide transportation services to existing TOPS customers their specific facility location

#### **I. Productivity Requirement**

AGENCY shall maintain a minimum average of three (3) passengers per revenue service hour, per vehicle. It is understood and agreed between COUNTY and the Agency that the Agency's failure, to maintain a minimum average of three (3) passengers per revenue service hour, per vehicle, during any three (3) month period shall constitute a breach of this Agreement, entitling COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. The Agency shall be paid for services properly performed under the Agreement through the termination date specified in the written notice of termination.

#### **II. Client Eligibility and Registration**

In order to be deemed as an "eligible" client and registered for paratransit service, an applicant must be approved as meeting the TOPS Paratransit Program eligibility criteria as established by COUNTY.

#### **III. Personnel**

1. All personnel assigned to the project shall be knowledgeable concerning transportation services for persons with disabilities, maintain a professional, courteous attitude toward all clients and other individuals, and promote goodwill toward the general public including answering to the best of their ability all client questions. COUNTY encourages the AGENCY to consider employment of persons with disabilities in fulfilling the duties of this service.
2. COUNTY shall have the right, but not the obligation, to require the removal of any AGENCY's employee from performing the services herein in the event that such employee, in COUNTY's sole opinion, fails to meet the requirements of this Agreement.

3. AGENCY shall maintain, at all times, an up to date personnel file for each Vehicle operator, which shall include the verifications of employment referred to above and the employee's vehicle operator's license number and expiration date. In addition, AGENCY shall maintain, at all times, a current employment roster of Vehicle operators and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request.
4. It shall be AGENCY's responsibility to ensure that all vehicle operators and supervisors performing ACT Services comply with the following:
  - a. Strictly comply with the provisions set forth in this Agreement. In the event that a Vehicle operator fails to meet the requirements necessary to perform the ACT Services as required in this Agreement, AGENCY shall immediately prohibit the employee from operating a Vehicle(s) to provide the ACT Services.
  - b. Vehicle(s) shall be operated by properly licensed operators (valid driver's license and valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22½, Broward County Code of Ordinances). Vehicle operators must have a valid Florida driver's license.

#### **IV. Driver Requirements**

1. AGENCY shall require all personnel providing transportation services to possess the following regarding Driver licensing:
  - a. A current, valid Driver's license from the State of Florida that meets the current state and federal requirements.
  - b. A current, valid Broward County Chauffeur's Registration in accordance with the requirements of Chapter 22½, Broward County Code of Ordinances.
  - c. A valid driver's license for at least the past three (3) years (time spent driving on a learner's permit does not count toward this requirement).
2. AGENCY shall not employ or retain any Driver whose driving record, as compiled by the Department of Motor Vehicles of the state of Florida, does not meet the following criteria:
  - a) No more than one (1) moving violation in the past three (3) years.
  - b) No at-fault accident in the last three (3) years.
  - c) No Failures to Appear or Failures to Pay in the last three (3) years.
  - d) No Reckless Driving within the last seven (7) years.

- e) No Reckless Driving causing injury.
- f) No Driving Under the Influence (DUI) within the last seven (7) years. Two convictions (lifetime) for DUI is automatic disqualification.
- g) No DUI causing injury.
- h) No suspensions within the last three (3) years. One suspension for PIP permitted.
- i) No Manslaughter charges resulting from the operation of a motor vehicle.
- j) No Hit-Run or Hit-Run Property Damage.
- k) No combination of any violations that indicate a pattern of irresponsibility or poor judgment.

#### **V. Criminal Background Screenings**

1. AGENCY must perform, at its own expense, criminal background screenings on all prospective and current employees. Criminal background screenings shall be conducted at least once every six (6) months and shall include, but shall not be limited to, employment history checks and statewide criminal correspondence checks through the Department of Law Enforcement, and a check of the Dru Sjodin National Sex Offender Public Website, and may include local criminal records checks through local law enforcement agencies.
2. For any of the offenses set forth in Exhibit "D", AGENCY shall not employ or retain any individual who:
  - a) Has an arrest awaiting final disposition;
  - b) Has been found guilty, regardless of adjudication, or entered a plea of nolo contendere or guilty; or
  - c) Has been adjudicated delinquent and the record has not been sealed or expunged.
3. In the event that more than ten (10) years has elapsed since the date of the conviction, or the end of a period of incarceration resulting therefrom (whichever is later) involving any of the offenses set forth in Exhibit "D", the AGENCY may, following the AGENCY's consideration of the totality of the circumstances consider employing or retaining the individual to perform services under this Agreement.

#### **VI. Emergency Procedures/ Inclement Weather and Documentation**

AGENCY shall work to ensure the safety of all clients. In addition to training and planning efforts, the proper response to each incident/ accident is of critical importance to passenger safety. AGENCY is required to develop and adopt a System Safety Program Plan (SSPP) and Security Program Plan (SPP) that complies with the safety standards set forth in Rule 14-90 F.A.C.

## **VII. Complaint Handling**

1. AGENCY shall respond to complaints regarding the quality of service brought by clients or by COUNTY on its own initiative or otherwise. Such response shall be provided to COUNTY verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. The AGENCY shall copy Contract Administrator on all correspondence. At the request of COUNTY, AGENCY shall meet with Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by AGENCY as expeditiously as possible.
2. AGENCY shall be required to resolve all written and oral complaints received from the public or COUNTY. AGENCY shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to Contract Administrator on a weekly basis.
3. AGENCY shall submit a monthly report to Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters.

## **VIII. Reporting**

1. AGENCY shall maintain certain records of information and data in the format prescribed by COUNTY. AGENCY shall supply the reports listed below to COUNTY pursuant to the schedule as set forth below. Reports shall be transmitted to COUNTY in a format that can be read and updated using standard software tools compatible with COUNTY's system, such as Microsoft Excel, Microsoft Word and Adobe Acrobat Reader.
2. An Annual Operating Report shall be completed and submitted, as directed, to the COUNTY. The report shall be prepared on forms provided by the COUNTY and according to the instructions for the forms. Required Annual Operating Report information shall be submitted, including all required documents, on a quarterly basis to the COUNTY.
3. Reports of all accidents/incidents (loss of life, injuries, stoppage, or major disruption of service) must be submitted to the County within one (1) hour of the event.

4. Monthly by the seventh (7) business day of each month:

- Ridership report (number of passengers, revenue miles per vehicle, vehicle miles per vehicle);
- Current roster of drivers;
- Revenue Vehicle System Failure (mechanical failure of vehicle that occurs in revenue service);
- Fuel usage (in gallons) for revenue service vehicles;
- Complaint summary as required in Section XII herein

5. Yearly:

- Vehicle inventory and mileage on each vehicle;
- Current insurance certificate in accordance with COUNTY requirements;
- National Transit Database Operating Expenses Summary Form
- Annual Operating Report

**IX. Safety and Security Reporting Requirements**

1. A Safety Certification must be submitted to COUNTY no later than February 15<sup>th</sup> annually for the prior calendar year period. The Safety Certification shall attest to compliance with the adopted SSPP and SPP, and the performance of safety inspections on all Vehicles operated by an ASE certified mechanic. The Safety Certification shall comply with the standards set forth in Rule 14-90 F.A.C., Equipment and Operation Safety Standards for Bus Transit Systems, as currently in enacted or as may be amended from time to time.
2. AGENCY shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:
3. AGENCY shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit vehicle. A Major Incident involves one of the following conditions:
  - A fatality due to an incident;
  - Injuries requiring immediate medical attention away from the scene for one or more persons;
  - Property damage involving an Agency vehicle ;
  - An evacuation due to life safety reasons.
4. A summary report of all Non-Major Incidents involving a transit vehicle. A Non-Major Incident involves one of the following conditions:
  - Where one person is transported for off-site medical care;

- Total property damage is equal to or in excess of \$7,500.00, but less than \$25,000.00;
- All non-arson fires not qualifying as Major Incidents;
- All crimes aboard transit vehicle(s) and resulting arrests.

#### **X. Vehicles**

1. AGENCY shall operate vehicles in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the vehicles.
2. AGENCY, as a private contract transit provider, shall comply with the provisions of Florida Statutes relating to public transit providers, which shall include but not be limited to the requirements of Chapter 14-90 F.A.C., Equipment and Operational Safety Standards for Bus Transit Systems.
3. AGENCY, at its sole cost and expense shall maintain the vehicles and all their appliances and appurtenances, in a good state of repair and in efficient operating conditions during the term of the Agreement.
4. AGENCY shall be responsible for all required inspections and repairs or alterations as required by Chapter 14-90 F.A.C.
5. AGENCY shall utilize the Preventative Maintenance Planning, Training and Technical Assistance Program (PrMPT) vehicle maintenance web-based software, as directed by COUNTY, to monitor vehicle maintenance program oversight. There is no cost for utilizing this web-based software.
6. AGENCY shall develop a preventive maintenance schedule, which shall be subject to review by County. AGENCY shall comply with the approved preventative maintenance schedule. AGENCY shall maintain current records of all maintenance work performed on vehicles. The records shall be kept onsite and available for inspection by Contract Administrator or designee.
7. COUNTY shall have the right to inspect, or cause to be inspected, all vehicles and the maintenance and storage facilities. The inspections may be scheduled or unscheduled. COUNTY may inspect vehicles at any time; provided that such inspections shall not be scheduled in a manner which would have a detrimental impact on the AGENCY's ability to perform transportation services. Should extraordinary wear and tear and/or damage be identified by such inspections, COUNTY shall notify AGENCY as to AGENCY's required repairs to each vehicle due to damage or excessive wear and tear and AGENCY shall promptly take all necessary actions to comply

with County's notification. Failure by COUNTY to inspect or supply such written notification shall not imply COUNTY's acceptance that no such extraordinary wear and tear or damage has occurred to the Vehicles.

8. AGENCY shall conduct and document Pre-trip and Post-trip Vehicle Inspections each day. The inspection shall include an inspection of every item that appears on the Pre-trip and Post-trip Vehicle inspection form to be provided by COUNTY prior to start of Service. AGENCY shall ensure that any and all defects are remedied as an integral part of the inspection process prior to placing the vehicle(s) into service. AGENCY shall maintain a written record of all Vehicle Inspections on site, which record shall be available to the Contract Administrator or his/her designee. AGENCY shall keep all Pre-Trip and Post-Trip Vehicle Inspections for a period of one year from start of service and shall be ongoing for duration of the Agreement. All record of all Vehicle Inspections shall be available to the Contract Administrator for inspection and review.

**(The remainder of this page intentionally left blank)**



**EXHIBIT "B"**  
**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**

RLI/Bid/Contract No. \_\_\_\_\_

Project Title \_\_\_\_\_

\_\_\_\_\_

The undersigned AGENCY hereby swears under penalty of perjury that:

1. AGENCY has paid all subcontractors and suppliers all undisputed contract obligations for labor, services, or materials provided on this project in accordance with Section 6.2.4 of the Agreement, except as provided in paragraph 2 below.
2. The following subcontractors and suppliers have not been paid because of disputed contractual obligations; a copy of the notification sent to each, explaining in reasonably specific detail the good cause why payment has not been made, is attached to this form:

Subcontractor or Supplier's name and address	Date of disputed invoice	Amount in dispute
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. The undersigned is authorized to execute this Certification on behalf of AGENCY.

Dated \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_ Agency

By \_\_\_\_\_  
(Signature)

By \_\_\_\_\_  
(Name and Title)

**CERTIFICATION OF PAYMENTS TO SUBCONTRACTORS AND SUPPLIERS**  
(Continued)

STATE OF                    )  
                                  ) SS.  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ who is personally known to me or who has produced \_\_\_\_\_ as identification and who did/did not take an oath.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of person taking acknowledgment)

\_\_\_\_\_  
(Name of officer taking acknowledgment)  
**typed, printed, or stamped**

\_\_\_\_\_  
(Title or rank)

\_\_\_\_\_  
(Serial number, if any)

My commission expires:

### EXHIBIT "C" MINIMUM INSURANCE REQUIREMENTS

The following coverage is deemed the minimum insurance required for this project. The selected firm must be prepared to provide proof of insurance commensurate with or in excess of this requirement. Any deviation is subject to the approval of Risk Management.

TYPE OF INSURANCE	MINIMUM LIABILITY LIMITS		
		Each Occurrence	Aggregate
<b>COMMERCIAL GENERAL LIABILITY</b> <b>Broad form or equivalent</b>  <i>With no exclusions or limitations for:</i> <input checked="" type="checkbox"/> Premises–Operations <input type="checkbox"/> Explosion, Collapse, Underground Hazards <input checked="" type="checkbox"/> Products/Completed Operations Hazard <input checked="" type="checkbox"/> Contractual Insurance <input checked="" type="checkbox"/> Independent Contractors <input checked="" type="checkbox"/> Personal Injury <input type="checkbox"/> Other:	Bodily Injury		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$1 mil	\$2 mil
	Personal Injury		
<b>BUSINESS AUTO LIABILITY*</b> <b>COMPREHENSIVE FORM</b>  <input checked="" type="checkbox"/> Owned <input checked="" type="checkbox"/> Hired <input checked="" type="checkbox"/> Non-owned <input checked="" type="checkbox"/> Scheduled <input checked="" type="checkbox"/> Any Auto	Bodily Injury (each person)		
	Bodily Injury (each accident)		
	Property Damage		
	Combined single limit Bodily Injury & Property Damage	\$ 1 mil	
<b>EXCESS/UMBRELLA LIABILITY</b>  <i>May be used to supplement minimum liability coverage requirements.</i>	Follow form basis or Add'l insd endorse-ment is required		
<input checked="" type="checkbox"/> <b>WORKERS' COMPENSATION</b> <i>If exempt: State Exemption Certificate or letter on company letterhead is required.</i> <input checked="" type="checkbox"/> <b>EMPLOYERS' LIABILITY</b>	Chapter 440 FS	<b>STATUTORY</b>	U.S. Longshoremen & Harbor Workers' Act & Jones Act is required for any activities on or about navigable water
	(each accident)		
<input type="checkbox"/> <b>PROFESSIONAL LIABILITY (E &amp; O)</b>	(each accident)		
	Extended coverage period		
<input type="checkbox"/> <b>BUILDER'S RISK (PROPERTY)</b>  <b>"ALL RISK" WITH WIND AND FLOOD</b> Coverage must remain in force until written final acceptance by County.	Maximum Deductible: \$10 k		Completed Value form
	DED for WIND or WIND & FLOOD not to exceed 5% of completed value CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
<input type="checkbox"/> Installation floater Coverage must be "All Risk", completed value. Coverage must remain in force until written final acceptance by County.	Maximum Deductible	\$10 k	Completed Value form
	CONTRACTOR IS RESPONSIBLE FOR DEDUCTIBLE		
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES  <b>REFERENCE: Paratransit Service Transportation - BCT</b>			

**EXHIBIT "D"**  
**Florida Criminal Statutes**

- (a) Section 393.135, Fla. Stat. relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, Fla. Stat. relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, Fla. Stat. relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, Fla. Stat. relating to murder.
- (e) Section 782.07, Fla. Stat. relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, Fla. Stat. relating to vehicular homicide.
- (g) Section 782.09, Fla. Stat. relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, Fla. Stat. relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, Fla. Stat. relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, Fla. Stat. relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, Fla. Stat. relating to kidnapping.
- (l) Section 787.02, Fla. Stat. relating to false imprisonment.
- (m) Section 787.025, Fla. Stat. relating to luring or enticing a child.
- (n) Section 787.04(2), Fla. Stat. relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), Fla. Stat. relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), Fla. Stat. relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), Fla. Stat. relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, Fla. Stat. relating to sexual battery.
- (s) Former s. 794.041, Fla. Stat. relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, Fla. Stat. relating to unlawful sexual activity with certain minors.
- (u) Chapter 796, Fla. Stat. relating to prostitution.
- (v) Section 798.02, Fla. Stat. relating to lewd and lascivious behavior.
- (w) Chapter 800, Fla. Stat. relating to lewdness and indecent exposure.
- (x) Section 806.01, Fla. Stat. relating to arson.

### **Florida Criminal Statutes**

- (y) Section 810.02, Fla. Stat. relating to burglary.
- (z) Section 810.14, Fla. Stat. relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, Fla. Stat. relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, Fla. Stat. relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, Fla. Stat. relating to fraudulent sale of controlled substances, only if the offense was a felony.
- (dd) Section 825.102, Fla. Stat. relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ee) Section 825.1025, Fla. Stat. relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (ff) Section 825.103, Fla. Stat. relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- (gg) Section 826.04, Fla. Stat. relating to incest.
- (hh) Section 827.03, Fla. Stat. relating to child abuse, aggravated child abuse, or neglect of a child.
  - (ii) Section 827.04, Fla. Stat. relating to contributing to the delinquency or dependency of a child.
- (jj) Former s. 827.05, Fla. Stat. relating to negligent treatment of children.
- (kk) Section 827.071, Fla. Stat. relating to sexual performance by a child.
- (ll) Section 843.01, Fla. Stat. relating to resisting arrest with violence.
- (mm) Section 843.025, Fla. Stat. relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (nn) Section 843.12, Fla. Stat. relating to aiding in an escape.
- (oo) Section 843.13, Fla. Stat. relating to aiding in the escape of juvenile inmates in correctional institutions.
- (pp) Chapter 847, Fla. Stat. relating to obscene literature.
- (qq) Section 874.05, Fla. Stat. relating to encouraging or recruiting another to join a criminal gang.
- (rr) Chapter 893, Fla. Stat. relating to drug abuse prevention and control, only if the offense was a felony or if any other person involved in the offense was a minor.
  - (ss) Section 916.1075, Fla. Stat. relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (tt) Section 944.35(3), Fla. Stat. relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (uu) Section 944.40, Fla. Stat. relating to escape.
- (vv) Section 944.46, Fla. Stat. relating to harboring, concealing, or aiding an escaped prisoner.

4. Monthly by the seventh (7) business day of each month:

- Ridership report (number of passengers, revenue miles per vehicle, vehicle miles per vehicle);
- Current roster of drivers;
- Revenue Vehicle System Failure (mechanical failure of vehicle that occurs in revenue service);
- Fuel usage (in gallons) for revenue service vehicles;
- Complaint summary as required in Section XII herein

5. Yearly:

- Vehicle inventory and mileage on each vehicle;
- Current insurance certificate in accordance with COUNTY requirements;
- National Transit Database Operating Expenses Summary Form
- Annual Operating Report

**IX. Safety and Security Reporting Requirements**

1. A Safety Certification must be submitted to COUNTY no later than February 15<sup>th</sup> annually for the prior calendar year period. The Safety Certification shall attest to compliance with the adopted SSPP and SPP, and the performance of safety inspections on all Vehicles operated by an ASE certified mechanic. The Safety Certification shall comply with the standards set forth in Rule 14-90 F.A.C., Equipment and Operation Safety Standards for Bus Transit Systems, as currently in enacted or as may be amended from time to time.
2. AGENCY shall notify Contract Administrator as indicated below and shall submit a monthly report to Contract Administrator summarizing the following:
3. AGENCY shall notify Contract Administrator within two (2) hours of the occurrence and provide a full incident report of any Major Incident involving a transit vehicle. A Major Incident involves one of the following conditions:
  - A fatality due to an incident;
  - Injuries requiring immediate medical attention away from the scene for one or more persons;
  - Property damage involving an Agency vehicle ;
  - An evacuation due to life safety reasons.
4. A summary report of all Non-Major Incidents involving a transit vehicle. A Non-Major Incident involves one of the following conditions:
  - Where one person is transported for off-site medical care;
  - Total property damage is equal to or in excess of \$7,500.00, but less than \$25,000.00;

## **EXHIBIT "E"**

### **The Commission for the Transportation Disadvantaged Standards and Performance Requirements**

Pursuant to Rule 41-2.006, F.A.C., the Community Transportation Coordinator and any Transportation Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

- (A) 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.
- (B) An escort of a passenger and dependent children are to be transported as locally negotiated.
- (C) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in accordance with all local, state, and federal regulations.
- (D) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely stowed on the vehicle shall be allowed to be transported with the passenger at no additional charge. 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.
- (E) Vehicle transfer pointed shall provide shelter, security, and safety of passengers.
- (F) A local toll free phone number for complaints or grievances shall be posted inside the vehicle.
- (G) Interior of all vehicles shall be free from insects, vermin, 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.
- (H) Passenger/trip data base must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system.
- (I) Adequate seating for paratransit services shall be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time.

### **The Commission for the Transportation Disadvantaged Standards and Performance Requirements**

(J) Drivers for paratransit services, including coordination Agency's, shall be required to announce and identify themselves by name and company in a manner that is conducive to communications with the specific passenger, upon pickup of each rider, group of riders, or representative, guardian, or associate of the rider, except in situations where the driver regularly transports the rider on a recurring basis. Each driver must have photo identification that is in view of the passenger. Name patches, inscriptions or badges that affix to driver clothing are acceptable.

(K) The paratransit driver shall provide the passenger with boarding assistance, if necessary or requested, to the seating portion of the vehicle. The boarding assistance shall include opening the vehicle door, fastening the seat belt or utilization of wheel chair 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 in the vehicle. Assisted access must be in a dignified manner.

(L) All vehicles shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base.

(M) All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible.

(N) First Aid shall be determined locally.

(O) Cardiopulmonary resuscitation shall be determined locally.



### **Florida Criminal Statutes**

- (ww) Section 944.47, Fla. Stat. relating to introduction of contraband into a correctional facility.
- (xx) Section 985.701, Fla. Stat. relating to sexual misconduct in juvenile justice programs.
- (yy) Section 985.711, Fla. Stat. relating to contraband introduced into detention facilities.
- (zz) Any offense that constitutes domestic violence as defined in s. 741.28, Fla. Stat.

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**EXHIBIT "F"  
PRICE SHEET**

**RFQ No. V2111249R1, Agency Coordination Transportation (ACT) Program Services Cost and Price Proposal Form**

All costs submitted should be directly attributable to the transportation services performed as described in the Scope of Work

<b>Cost</b>	<b>Calendar Year - 17</b>
Driver Wages and Fringes	\$ 92,279.12
Vehicle Maintenance (including related parts and labor)	\$ 20,934.08
Vehicle Insurance	\$ 11,009.72
Fuel	\$ 25,740.00
Vehicle Registration Fees/Licenses/Tolls	\$ 5,398.43
<b>Annual Cost</b>	<b>\$ 155,361.35</b>

<b>Proposed No. of Vehicles</b>	<b>Est. No. of Annual Passenger Trips</b>	<b>Est. No. of Annual Vehicle Hours</b>	<b>Estimated Productivity</b>	<b>Proposed Hourly Cost</b>
7	9893	3974	0.40	\$ 39.09

<b>Company Name:</b>	Ann Storck Center, Inc.
<b>Sign Name:</b>	<i>Charlotte C. Mather-Taylor</i>
<b>Print Name:</b>	Charlotte Mather-Taylor
<b>Date:</b>	14-Oct-16

**Note:**

Actual payment to awarded vendor will be based on a negotiated agreement at a per service hour rate, not-to-exceed \$40 per service hour.

County reserves the right to request supportive detailed information to validate/substantiate proposed costs, vehicles, trip, and hours and reasonableness of proposed hourly cost.

**EXHIBIT "G"**

**DRUG FREE WORKPLACE CERTIFICATION**

The undersigned municipality/Contractor hereby certifies that it will provide a drug-free workplace program by:

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a continuing drug-free awareness program to inform its employees about:
  - i) The dangers of drug abuse in the workplace;
  - ii) The policy of maintaining a drug-free workplace;
  - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - iv) The penalties that may be imposed upon employees for drug violations occurring in the workplace;
- 3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph (1);
- 4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
  - i) Abide by the terms of the statement; and
  - ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than 5 days after such conviction;
- 5) Notifying Broward County government, in writing, within 10 calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6) Within 30 calendar days after receiving notice under subparagraph 4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace;
  - i) Taking appropriate personnel action against such employee up to and including termination,; or
  - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs (1) through (6).

(Authorized Signature)

Charlotte Mather-Taylor, CEO  
Printed Name and Title

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 10th day of April, 2017,

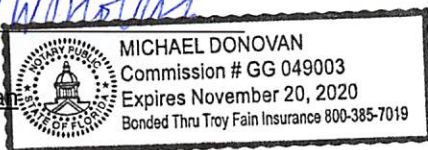
, by Charlotte Mather-Taylor as Chief Executive Officer  
(Name of Person Whose Signature is Notarized) (Title)

of the Ann Storck Center, Inc. known to me to be the person described herein.

NOTARY PUBLIC

Signature

Michael Donovan  
Print Name



My Commission Expires: \_\_\_\_\_