

COORDINATION AGREEMENT

Between

BROWARD COUNTY as the  
COMMUNITY TRANSPORTATION COORDINATOR

and

Northwest Focal Point Senior Center District

as an Authorized

NON-REIMBURSED TRANSPORTATION DISADVANTAGED OPERATOR

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

and

Northwest Focal Point Senior Center District, a non-profit corporation or municipality organized and existing under the laws of the state of Florida, hereinafter referred to as "Operator," (collectively referred to as the "Parties").

### WITNESSETH:

WHEREAS, Coordinator has been designated, pursuant to Chapter 427, Florida Statutes, to serve as the Community Transportation Coordinator ("Coordinator") of transportation services for Transportation Disadvantaged eligible clients in the community that includes the entire area of Broward County, and

WHEREAS, Chapters 427 and 411, Florida Statutes, and Rule 41-2, Florida Administrative Code, authorize Coordinator to enter into Coordination Agreements ("Agreement") with entities that are able to effectively and efficiently provide transportation services for their Transportation Disadvantaged clients; and

WHEREAS, the Coordinator desires enter into an Agreement authorizing Operator to be a non-reimbursed Transportation Disadvantaged Operator for the purpose of providing transportation services for the Operator's Transportation Disadvantaged eligible clients; and

WHEREAS, Coordinator has determined that it is in the public interest to make Transportation Disadvantaged transportation services available through Operator for the Operator's Transportation Disadvantaged eligible clients ; NOW, THEREFORE,

In consideration of the mutual terms, conditions, promises, and covenants hereinafter set forth, the Parties 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 or injury to a person in the course of the Operator providing transportation service under this Agreement.
- 1.2 Agreement or Transportation Operator Contract - This Coordination Agreement between the Community Transportation Coordinator and the Transportation Operator, as approved by the Commission, that outlines the terms and conditions for any services to be performed, and includes Articles 1 and through 11, the exhibits and documents that are expressly incorporated herein by reference.
- 1.3 Annual Operating Report - An annual report prepared by the Community Transportation Coordinator, as defined in the Rule 41-2.011, Florida Administrative Code (F.A.C.) and Florida Statutes, detailing the designated areas operating and performance statistics for the most recent operating year.
- 1.4 Board - The Board of County Commissioners of Broward County, Florida.
- 1.5 BCT - The Broward County Transit Division.
- 1.6 Chapter 41-2- Florida Administrative Code: refers to the rules adopted by the Commission for the Transportation Disadvantaged to implement the provisions established in Chapter 427, Florida Statutes.
- 1.7 Chapter 427 Part I, Florida Statutes - The Florida Statute which established the Commission for the Transportation Disadvantaged and prescribes its duties and responsibilities.
- 1.8 Chapter 411 Part I, Florida Statutes - The Florida Statute which established Handicap or High-Risk Condition Prevention and Early Childhood Assistance.
- 1.9 Client - An individual determined eligible to receive Transportation Disadvantaged transportation services provided by the Operator.

- 1.10 Community Transportation Coordinator (CTC) - A transportation entity designated, 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 (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 Operator 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 Operator under this Agreement.
- 1.18 Florida Commission for the Transportation Disadvantaged (Commission) - The state agency responsible for the coordination of transportation services provided to the transportation disadvantaged and assist communities in developing coordinated transportation systems designed to serve the transportation disadvantaged.
- 1.19 Incident - Any moving violation for which the Operator's Driver is issued a citation, or any event that occurs while the Operator is providing service that requires the intervention of the Operator, or other governmental agencies.

- 1.20 Local Coordinating Board (LCB) - Advisory entity in each designated service area composed of representatives appointed by the Metropolitan Planning Organization ("MPO") or designated official planning agency, to provide assistance to the Community Transportation Coordinator relative to the coordination of transportation services.
- 1.21 Mobility Aids - a 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.
- 1.22 Operator - A public, private for profit, or private nonprofit entity authorized by the community transportation coordinator to provide service to transportation disadvantaged persons pursuant to a coordinated transportation development plan.
- 1.23 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.
- 1.24 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).
- 1.25 Passenger Trip - All Trips performed by Operator, including clients, their companions or guests, and Personal Care Attendants.
- 1.26 Personal Care Attendant (PCA) - Someone who is designated, or employed specifically to help the eligible client meet their personal needs, including traveling.
- 1.27 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.
- 1.28 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.
- 1.29 TOPS - Broward County's paratransit program, also known as "Transportation Options."

1. 30 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.

## ARTICLE 2 SCOPE OF SERVICES

- 2.1 Operator shall perform all services identified in this Agreement and Exhibit "A." The Scope of Services is a description of Operator'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 Operator impractical, illogical, or unconscionable.
- 2.2 Coordinated Non-Reimbursed Transportation Disadvantaged Service may be performed by Operator through the use of its employees or Operator may enter into a contract with a third party to perform the services. In the event Operator contracts with a third party, Operator 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 Operator in this Agreement.
- 2.3 Operator 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 January 1, 2016 and continue through December 31, 2018 unless it is terminated pursuant to the terms and conditions outlined herein.
- 3.2 Operator Non-Reimbursed Coordinated Transportation Disadvantaged 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 COORDINATOR'S OBLIGATIONS

Coordinator's obligations include:

- 4.1 Recognize the Operator as described in Chapter 427, Florida Statutes, as amended, and Rule 41-2, Florida Administrative Code, as amended.
- 4.2 At a minimum of once per Agreement term, monitor the Operator, and any subcontractor thereof providing services pursuant to this Agreement, for insurance, safety, reporting requirements and all related Coordination Agreement compliance and pursuant to Chapter 427, Florida Statutes, and Rule 41-2, Florida Administrative Code. The information contained in the Annual Operating Report must be collected from the Operator on an annual basis, as directed by Coordinator and reviewed.

## ARTICLE 5 OPERATOR'S OBLIGATIONS

Operator's obligations include:

- 5.1 Operator shall be solely responsible to provide, during the term of this Agreement, non-reimbursed Transportation Disadvantaged transportation services 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 Operator shall provide or cause to be provided, services and vehicles according to the conditions specified in Exhibits "A and B," attached hereto and made a part hereof.
- 5.3 Operator shall have a continuing obligation to ensure safe and proper mechanical condition and cleanliness of the vehicle(s).
- 5.4 Operator 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 Operator shall obtain and provide upon request 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.



Operator 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.

- 5.6 Respond to Contract Administrator's requests for information in a timely manner.
- 5.7 Develop, maintain, and keep current a written procedure for the investigation and reporting of accidents and unsafe practices.
- 5.8 An Annual Operating Report shall be completed and submitted, as directed, to the Coordinator. The report shall be prepared on forms provided by the Coordinator and according to the instructions for the forms. Required Annual Operating Report information shall be submitted timely, including all required documents, to the Coordinator.
- 5.9 Two (2) instances within the same Fiscal Year of untimely, incomplete and/or inaccurate submission of a required report or supporting document(s) shall result in termination as set forth in Article 10 herein.
- 5.10 Comply with audit and record keeping requirements by:
  - 5.10.1 Utilizing the Commission's recognized Chart of Accounts defined in the Transportation Accounting Consortium Model Uniform Accounting System for Rural and Specialized Transportation Providers (uniform accounting system) for all transportation disadvantaged accounting and reporting purposes. Agencies with existing and equivalent accounting systems are not required to adopt the Chart of Accounts in lieu of their existing Chart of Accounts but shall prepare all reports and fiscal documents relating to the transportation-disadvantaged functions and activities using the chart of accounts and accounting definitions as outlined in the above-referenced manual.
  - 5.10.2 Maintaining and filing with the Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this Agreement.
  - 5.10.3 Providing copies of finance and compliance audits to the Coordinator and Local Coordinating Board (LCB) as requested by the Coordinator or Local Coordinating Board.
- 5.11 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 the five (5) years, the records shall be retained until resolution of the audit findings.

The Operator shall assure that these records shall be subject to inspection, review or audit at all reasonable times by persons duly authorized by the Coordinator or Commission or this Agreement. The Commission and the Coordinator shall have full access to and the right to examine any of the records and documents during the retention period.

5.12 Comply with safety requirements by:

- 5.12.1 Complying with Section 341.061, Florida Statutes, as amended, and Rule 14-90, Florida Administrative Code, as amended, concerning System Safety or complying with Section 1006.25, Florida Statutes, as amended, regarding school bus safety requirements for those services provided through a school board.
- 5.12.2 Assuring compliance with local, state and federal laws and Commission policies relating to drug testing, and;
- 5.12.3 Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area, and;
- 5.12.4 Preparing, submitting to Coordinator, updating and adhering to the Preventative Maintenance Standards Manual, and;
- 5.12.5 Securing all passengers, including those who use a wheelchair, by a seatbelt, either fastened by themselves or with the assistance from the driver, and;
- 5.12.6 Maintaining all vehicles and equipment used to provide transportation services in optimal working condition to minimize breakdowns and decrease the possibility of accidents, and;
- 5.12.7 Ensuring that the interior of all vehicles are free from insects, vermin, dirt, grime, oil, smell, 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, and;
- 5.12.8 Submitting all vehicles providing transportation services through the Coordination Agreement for annual Automotive Service Excellence (ASE) inspection as required by the Coordinator, and;
- 5.12.9 Operator shall utilize vehicle maintenance web-based software, as directed by Coordinator, to monitor vehicle maintenance program oversight. Operator shall prepare and adhere to Florida Department of Transportation Maintenance schedule, and;

- 5.12.10 Coordinator reserves the right, in its sole discretion, to inspect vehicles, maintenance facilities and web-based maintenance records during normal working hours, and;
  - 5.12.11 Any Operator vehicle found not to be in compliance with the above standards set forth in this Agreement, must be removed from service until correction of the deficiency, and;
  - 5.12.12 Use of Operator vehicle, as defined by the required standards herein, providing transportation service under the Coordinator's Coordination Agreement which is not inspected, maintained or maintenance records maintained on web-based site as required by Operator shall result in termination of the Coordination Agreement as set forth in Article 10 herein.
- 5.13 Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state and federal regulations, including but not limited to 45 CFR, Part 205, Section 50, as amended, except upon order of a court of competent jurisdiction, written consent of the recipient or his/her responsible parent or guardian when authorized by law.
- 5.14 Protect Civil Rights by:
- 5.14.1 Complying with Title VI of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended. The Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contract 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 required by the Coordinator. Operator shall also assure compliance with:
    - 5.14.1.2 Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., as amended, which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.
    - 5.14.1.3 Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, as amended, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

- 5.14.1.4 Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., as amended, which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- 5.14.1.5 The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., as amended, which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.
- 5.14.1.6 The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, as amended, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- 5.14.1.7 All regulations, guidelines and standards lawfully adopted under the above statutes.
- 5.14.1.8 The Americans with Disabilities Act of 1990, as amended.

5.14.2 Agreeing that compliance with this assurance constitutes a condition of continued receipt of or benefit from federal financial assistance and that it is binding upon the Operator, or its successors, subcontractors, subgrantees, or others with whom the Coordinator 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, regulation, guidelines and standards.

In the event of failure to comply, the Operator agrees that the Coordinator may, at its discretion, seek a court order requiring compliance with the terms of this assurance or seek other appropriate judicial or administrative relief, to include assistance being terminated and further assistance being denied.

5.14.3 Comply with all standards and performance requirements of the Commission as set forth in Exhibit "D," attached hereto and made a part hereof. Failure to meet the requirements or obligations set forth in this Agreement and performance requirements established and monitored by the Coordinator in the approved service plan shall be due cause for termination of this Agreement, pursuant to Article 10 herein, unless such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

- 5.15 Competitive procurement of consultant services shall comply in full with the provisions of Section 287.055, Florida Statutes, as amended.
- 5.16 Competitive procurement of all services or commodities shall comply with the provision of Chapter 287.057, Florida Statutes, as amended, with the exception of transportation services which are acquired via Rule 41-2, Florida Administrative Code, as amended.
- 5.17 By execution of this agreement, the Operator represents it has not paid and also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- 5.18 Coordinator and Operator agree that should Operator utilize the services of a subcontractor for the transportation services referred to herein, the subcontractor shall be required to comply with all terms and conditions of this Agreement and any and all contract documents entered into between the Operator and any of its contractors or subcontractors shall so require.

#### ARTICLE 6 NO COMPENSATION

Coordinator shall not pay or reimburse Operator for any transportation service or other expense.

#### ARTICLE 7 PERFORMANCE STANDARDS AND EXPECTATIONS

- 7.1 The safe, courteous, and timely delivery of service is of critical importance.
- 7.2 Operator, 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 Operator 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 Coordinator will conduct a System Safety review of each Operator to ensure compliance with safety requirements of Rule 14-90, F.A.C. at Coordinator's discretion.

## ARTICLE 8 INDEMNIFICATION

Operator 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 Coordinator, 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, Operator, 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 Coordinator by reason of any such claim, cause of action, or demand, Operator shall, upon written notice from Coordinator, resist and defend such lawsuit or proceeding by counsel satisfactory to Coordinator or, at Coordinator's option, pay for an attorney selected by County Attorney to defend Coordinator. The obligations of this section shall survive the expiration or earlier termination of this Agreement.

## ARTICLE 9 INSURANCE

- 9.1 Operator 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. Operator 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 Upon application for a Coordination Agreement, Operator shall provide to Coordinator 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. Coordinator 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 Coordinator determines all

performance required of Operator 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." Coordinator shall be notified of any restriction or cancellation of coverage within ten (10) days. If any of the insurance coverage will expire prior to the completion of the work, proof of insurance renewal shall be provided to Coordinator upon expiration.

- 9.4 Coordinator 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.
- 9.5 Commercial or General Liability with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Five Hundred Thousand Dollars (\$500,000.00) per aggregate. Coverage must be afforded on a form no more restrictive than the latest edition of the Commercial General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:

Premises and/or Operations

Independent Contractors or Contractor's Owners Protection Liability which includes liability coverage for operations performed for the name of the insured by independent and/or subcontractor(s) that is (are) hired and acts or omissions of the named insured in connection with his/her general supervision of such operations, if applicable.

- 9.6 Broad Form Property Damage  
Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
- 9.7 Personal Injury  
Employee Practices Liability which includes discrimination (age, sex, race, disability, etc.), wrongful termination of employment, sexual harassment and other employment-related allegations.

Coordinator is to be expressly included as an Additional Insured in the name of Broward County with respect to liability (General and Excess/Umbrella) for operations performed for the name of the insured by independent and/or subcontractor(s) that is (are) hired and acts or omissions of the named insured in connection with his/her general supervision of such operations. The additional insured shall be indicated as directed by Coordinator.

- 9.8 Workers' Compensation Insurance and Employers Liability: Operator agrees to maintain Worker's Compensation insurance and Employers Liability Insurance to apply for all employees in compliance with the "Worker's Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy (ies) must include Employer's Liability with a limit of a minimum of One Hundred Thousand Dollars (\$100,000.00) for each accident. **Note:** Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement.
- 9.9 Business Automobile Liability: Operator shall to have automobile liability coverage in accordance with Sections 1006.24 and 1006.261, Florida Statutes, as amended. Coverage shall include liability for Owned, Non-Owned, Hired and Any Auto, if applicable. In the event Operator does not own automobiles, Operator agrees to maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- 9.10 Operator agrees to provide Coordinator a Certificate(s) of Insurance annually evidencing all coverages, limits and endorsements required herein are maintained and in full force and effect. Coverage is not to cease and is to remain in force until all performance required of Operator is completed. All policies must be endorsed to provide Coordinator with cancelation notice in accordance with the policy provisions.
- 9.11 In the event Operator elects to enter in an agreement with a subcontractor(s) to perform work/activities for the Project referenced herein, Operator agrees to include in its contract with the successful subcontractor(s) the requirements set forth above in favor of Coordinator.
- The Operator further agrees to provide Coordinator, prior to commencement of any activities, Certificates of Insurance evidencing subcontractor(s) compliance with the requirements of this section.
- 9.12 The certificate holder address shall read "Broward County." The official title of the owner is Broward County. This official title shall be used in all insurance documentation.
- 9.13 Coordinator reserves the right to review and revise any insurance requirements at the time amendment of this Agreement, including, but not limited to, deductibles, limits, coverage and endorsements based on insurance market conditions affecting the availability or affordability of coverage or changes in the scope of work or specifications affecting the applicability of coverage.



## 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 Coordinator, 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 Coordinator 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 Termination Conditions:

10.2.1 Termination at Will: 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.

10.2.2 Termination due to Lack of Designation: In the event that the Coordinator so designated by the LCB and approved by the Commission, loses its designation, this Agreement is terminated immediately upon notification to the Operator. Notice shall be delivered by certified mail, return receipt requested or in person, with proof of delivery. Notice shall be effective upon receipt.

10.2.3 Termination for Breach: Unless the Operator breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Operator, terminate this Agreement upon no less than twenty-four (24) hours' notice. Notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. Waiver by the Coordinator of breach of any other provision of the Agreement shall not be deemed a waiver of this Agreement and shall not act as a waiver or estoppel to enforcement of any provision of this Agreement. The provisions herein do not limit the Coordinator's right to remedies at law or to damages.

- 10.2.4 Upon receipt of a notice of termination of this Agreement for any reason, the Operator shall cease service and prepare all final reports and documents required by the terms of this Agreement.
- 10.3 This Agreement may be terminated for cause if Operator 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 Operator provides a false certification submitted pursuant to Section 287.135, Florida Statutes.
- 10.4 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.
- 10.5 Provide Corrective Action. A corrective action notice is a written notice to the Operator that the Operator is in breach of certain provisions of this Agreement and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Operator agrees to implement the Corrective Action specified in the Notice and provide written documentation to substantiate the implementation of the Corrective Action.

## ARTICLE 11 MISCELLANEOUS

### 11.1 AUDIT RIGHTS, AND RETENTION OF RECORDS

Coordinator shall have the right to audit the books, records, and accounts of Operator and its subcontractors that are related to this Project. Operator 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 Operator 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, Operator or its subcontractor, as applicable, shall make same available at no cost to Coordinator in written form.

Operator and its subcontractors shall preserve and make available, at reasonable times for examination and audit by Coordinator, 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 five (5) 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 five (5) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings.

Operator shall ensure that the requirements of this Section 11 are included in all agreements with its subcontractor(s).

#### 11.2 PUBLIC ENTITY CRIME ACT

Operator 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 Coordinator, may not submit a bid on a contract with Coordinator for the construction or repair of a public building or public work, may not submit bids on leases of real property to Coordinator, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with Coordinator, and may not transact any business with Coordinator 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 may result in debarment from Coordinator's competitive procurement activities.

In addition to the foregoing, Operator 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 Operator has been placed on the convicted vendor list.

#### 11.3 INDEPENDENT CONTRACTOR

Operator is an independent contractor under this Agreement. Services provided by Operator pursuant to this Agreement shall be subject to the supervision of Operator. In providing such services, neither Operator nor its agents shall act as officers, employees, or agents of Coordinator. No partnership, joint venture, or other joint relationship is created hereby. Coordinator does not extend to Operator or Operator's agents any authority of any kind to bind Coordinator in any respect whatsoever.

#### 11.4 THIRD PARTY BENEFICIARIES

Neither Operator nor Coordinator intends 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.

#### 11.5 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 COORDINATOR:

Community Transit Officer  
Broward County Transit Division  
Paratransit Services  
One North University Drive, Suite 3100A  
Plantation, FL 33324  
954-357-8494

##### FOR OPERATOR:

Karin Diaz  
Project Director  
Northwest Focal Point Senior Center District  
6009 NW 10<sup>th</sup> Street  
Margate, FL 33063  
954-973-5679  
karindiaz@margatefl.com

- 11.6 In the event a different representative is designated by either party after execution of this Agreement, notice of the name and address of the new representative will be rendered in writing to the other party immediately and said notification attached to originals of this Agreement.

- 11.7 The Operator contact, as indicated in Article 11.5, shall be the **only** Operator contact and Operator contact shall be responsible for receiving all communications from the Coordinator and delegating the information within the Operator.

11.8 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, Operator shall not subcontract any portion of the work required by this Agreement, except authorized herein. Notwithstanding the Termination provision of this Agreement, Coordinator may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Operator of this Agreement or any right or interest herein without Coordinator's written consent.

Operator 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.

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

11.9 CONFLICTS

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

None of Operator's officers or employees shall, during the term of this Agreement, serve as an expert witness against Coordinator in any legal or administrative proceeding in which he, she, or Operator 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 Coordinator 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 Operator 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 Operator is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Operator shall require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Operator.

#### 11.10 MATERIALITY AND WAIVER OF BREACH

Each requirement, duty, and obligation set forth herein 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.

Coordinator'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.

#### 11.11 COMPLIANCE WITH LAWS

Operator 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.

#### 11.12 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 Coordinator or Operator 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 all available appeals.

#### 11.13 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.

#### 11.14 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.

#### 11.15 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 11 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 11 shall prevail and be given effect.

#### 11.16 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, OPERATOR AND COORDINATOR 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.**

#### 11.17 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 Local Coordination Board and Operator or others delegated authority to or otherwise authorized to execute same on their behalf.

#### 11.18 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.

#### 11.19 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", and "D" are incorporated into and made a part of this Agreement.

#### 11.20 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.

#### 11.21 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.

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



IN WITNESS WHEREOF, the Parties hereto have made and executed this Coordination Agreement: BROWARD COUNTY as the Community Transportation Coordinator through its Local Coordination Board, signing by and through its Chair, authorized to execute same by Resolution, adopted on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_, signing by and through its \_\_\_\_\_, duly authorized to execute same.

FOR THE COORDINATOR:

\_\_\_\_\_  
Tim Garling  
Director, Broward County Transit Division

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

REVIEWED AND RECOMMENDED BY:

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: Chairperson, Local Coordinating Board

Insurance requirements approved by  
Broward County Risk Management Division

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

\_\_\_\_\_  
Print Name and Title above

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

By \_\_\_\_\_  
Angela J. Wallace  
Deputy County Attorney

COORDINATION AGREEMENT BETWEEN BROWARD COUNTY AS THE  
COMMUNITY TRANSPORTATION COORDINATOR AND  
\_\_\_\_\_ AS AN AUTHORIZED NON-REIMBURSED  
TRANSPORTATION DISADVANTAGED OPERATOR

OPERATOR

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Operator's Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Operator shall 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 described herein.

#### **I. Personnel**

All personnel assigned to the project shall be knowledgeable concerning transportation services for veterans and 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. Coordinator encourages the Operator to consider employment of persons with disabilities in fulfilling the duties of this service.

#### **II. Driver Requirements**

Operator shall require all personnel providing transportation services to possess a current, valid Driver's license from the State of Florida that meets the current state and federal requirements.

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

Operator 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. Operator 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.

#### **IV. Complaint Handling**

Operator shall respond to complaints regarding the quality of service brought by Coordinator on its own initiative or otherwise. Such response shall be provided to Coordinator verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. The Operator shall copy Contract Administrator on all correspondence. At the request of Coordinator, Operator 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 Operator as expeditiously as possible.

Operator shall be required to resolve all written and oral complaints received from Coordinator. Operator shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to Coordinator with the results of such investigation and/or disciplinary action.

## **V. Reporting**

Operator shall maintain certain records of information and data in the format prescribed by Coordinator. Operator shall supply the reports listed below to Coordinator pursuant to the schedule as set forth below. Reports shall be transmitted to Coordinator in a format that can be read and updated using standard software tools compatible with Coordinator's system, such as Microsoft Excel, Microsoft Word and Adobe Acrobat. Electronic reports must be transmitted to Coordinator by Operator software compatible with Outlook. Operator must be able to receive macro-enabled forms.

1. An Annual Operating Report shall be completed and submitted, as directed, to the Coordinator. The report shall be prepared on forms provided by the Coordinator and according to the instructions for the forms. Required Annual Operating Report information shall be submitted, including all required documents, as directed by Coordinator.
2. Yearly:
  - Current insurance certificate in accordance with Coordinator requirements;
  - Annual Operating Report
  - Annual vehicle ASE inspection

## **VI. Safety and Security Reporting Requirements**

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 Rule14-90 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.

## **VII. Vehicles**

1. Operator 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. Operator, 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. Operator, 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. Operator shall be responsible for all required inspections and repairs or alterations as required by Chapter 14-90 F.A.C.
5. Operator shall utilize the Preventative Maintenance Planning, Training and Technical Assistance Program (PrMPT) vehicle maintenance web-based software, as directed by Coordinator, to monitor vehicle maintenance program oversight. There is no cost for utilizing this web-based software.
6. Operator shall develop a preventive maintenance schedule, which shall be subject to review by Coordinator. Operator shall comply with the approved preventative maintenance schedule. Operator 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. Coordinator 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. Coordinator 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 Operator's ability to perform transportation services. Should extraordinary wear and tear and/or damage be identified by such inspections, Coordinator shall notify Operator as to Operator's required repairs to each vehicle due to damage or excessive wear and tear and Operator shall promptly take all necessary actions to comply with Coordinator's notification. Failure by Coordinator to inspect or supply such written notification shall not imply Coordinator's acceptance that no such extraordinary wear and tear or damage has occurred to the Vehicles.
8. All vehicles shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater shall be removed from service immediately. Vehicles that do not have a working air conditioner or heater shall not be placed in coordination transportation disadvantaged service.

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

**EXHIBIT "B"**  
**OPERATOR SERVICE DESCRIPTION**

**EXHIBIT "C"**  
**INSURANCE CERTIFICATE**

## **EXHIBIT "D"**

### **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 Operator from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

Compliance with the safety requirements as specified in Section 341.061(2)(a), Florida Statutes, and Chapter 14-90, F.A.C.

Compliance with the applicable state or federal laws relating to drug testing (specifically, Section 112.0455, Florida Statutes; Rule 14-17.012 and Chapters 59A-24 and 60L-19, F.A.C.; and 41 U.S.C. 701; 49 C.F.R., Parts 29 and 382; and 46 C.F.R., Parts 4, 5, 14, and 16).

Compliance with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of Two Hundred Thousand Dollars (\$200,000) for any one person and Three Hundred Thousand Dollars (\$300,000) per occurrence at all times during the existence of this Agreement for all transportation services purchased or provided for the transportation disadvantaged.

Safeguard information by not using or disclosing any information concerning a user of services under this Agreement for any purpose not in conformity with the local, state, and federal regulations (45 CFR, Part 205.50), except upon order of a court, written consent of the recipient, or his/her responsible parent or guardian when authorized by law.

Protect Civil Rights by:

1. Compliance with state and federal laws including, but not limited to, laws regarding discrimination on the basis of sex, race, religion, age, disability, sexual orientation, or national origin.

- (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 points 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. The TD Helpline phone number (1(800) 983-2435) shall also be posted inside all vehicles of the coordinated system. The local complaint process shall be outlined as a section in the local Transportation Disadvantaged Service Plan including, advising the dissatisfied person about the Commission's Ombudsman Program as a step within the process as approved by the local Coordinating Board. All rider information/materials (brochures, user's guides, etc.) will include the TD Helpline phone number

Out of service area trips shall be provided when determined locally and approved by the local Coordinating Board, except in instances where local ordinances prohibit such trips;

(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.

(J) Drivers for paratransit services, including coordination Operators, 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.

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

(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. Drivers may not assist wheelchair up or down more than one step, unless it can be performed safely as determined by the passenger, guardian, and driver;

The paratransit driver shall provide each rider and escort, child, or personal care attendant adequate seating for paratransit services. No more than the registered passenger seating capacity shall be scheduled or transported in a vehicle at any time. Smoking is prohibited in any vehicle. Requirements for drinking and eating on board the vehicle will be addressed in the local Transportation Disadvantaged Service Plan;

(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 shall be scheduled for repair or replacement as soon as possible.

(N) First Aid policy shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

(O) Cardiopulmonary resuscitation policy shall be determined locally and provided in the local Transportation Disadvantaged Plan.

**EXHIBIT "E"**

**DRUG FREE WORKPLACE POLICY CERTIFICATION**