

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: August 18, 2015 Consent Regular
 Ordinance Public Hearing

Department: Palm Tran

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to Receive and File: Executed Sub-recipient Agreement for an amount not to exceed \$22,491 with the City of Pahokee for the provision of transportation services.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File agenda item. The attached Agreement has been fully executed on behalf of the Board of County Commissioners (BCC) by the Executive Director of Palm Tran in accordance with Resolution R2015-0346. This Agreement effective January 1, 2015 through December 31, 2015 is for the provision of transportation services for the City of Pahokee Senior Citizens' Wellness Transportation Program. Funding is provided by the Vendor Services Agreement with the Area Agency on Aging (AAA), Palm Beach/Treasure Coast, Inc. Delegated authority was given to execute, on behalf of the BCC the Agreement which is now being submitted to the BCC to Receive and File the executed document. AAA and the City of Pahokee have requested that the County "pass through" to the City up to \$22,491 of the funding. Pass through funds to the City of Pahokee are exempt from the match requirements.

District 6 (DR)

Background and Justification: The Division of Senior Services (DOSS) program is sponsored by the Area Agency on Aging, Palm Beach/Treasure Coast, Inc. (AAA), and is supported with Federal (Older Americans Act) and County funds. Transportation by Palm Tran Connection is provided for Nutrition Meal Site trips, for the designated service area. This year the AAA included \$22,491 allocation to the City of Pahokee as a sub-recipient for the Senior Citizens Wellness Transportation Program.

Attachments:

- 1. Sub-recipient Agreement for the City of Pahokee (2 copies)
- 2. R2015-0346 (1 copy)

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Recommended by:  8/4/15
Assistant Director Date

Approved By:  8-7-15
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years:	<u>2015</u>	<u>2016</u>	20_____	20_____	20_____
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$16,868</u>	<u>\$5,623</u>	_____	_____	_____
External Revenues	<u>(\$16,868)</u>	<u>(\$5,623)</u>	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$0</u>	<u>\$0</u>	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1340 Department 540 Unit 5020
 Object 8101 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: Kristeen Pinto
8/9/29

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

<p><u>Sherry Br</u> 8/29 8/30 OFMB</p>	<p><u>Don J. Jacobson</u> 8/5/15 Contract Dev. and Control B Wheeler 8-5-15</p>
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B. Legal Sufficiency:

Donna Ranney 8/6/15
 Assistant County Attorney SB

C. Other Department Review:

 Department Director

**SUBRECIPIENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND THE CITY OF PAHOKEE**

AAA Sub-Recipient Agreement __/__/2015

THIS AGREEMENT is entered into effective as of January 1, 2015, by and between Palm Beach County, Florida (the "County") and the City of Pahokee, Florida (the "City"), in furtherance of the Vendor Service Agreement for Older Americans Act Title III-B Grant 2013 (VAO13-9635) dated March 10, 2015 (the "Vendor Agreement") which the County has entered into with the Area Agency on Aging, Palm Beach Treasure Coast, Inc. (the "Agency").

WHEREAS, the County has entered into a Vendor Agreement with the Agency under which the Agency is to provide a set amount of funds to County to be used to assist in providing transportation services for Senior Citizens in Palm Beach County; and

WHEREAS, up to \$22,491 of the funding provided to County under the Vendor Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program (also referred to herein as the "Program"); and

WHEREAS, the Agency and City have requested that the County "pass through" to the City up to \$22,491 of the funding to be provided to the County under the Vendor Agreement; and

WHEREAS, the City has received and reviewed the Vendor Agreement, a copy of which is attached hereto and incorporated herein by reference, and a copy of the Department of Elder Affairs Programs and Services Handbook, July 2013, and acknowledged and agreed that it will fulfill the requirements applicable to the County under the Vendor Agreement as they relate to the services to be provided for the City of Pahokee Senior Citizens' Wellness Transportation Program. As the Department of Elder Affairs Programs and Services Handbook may be amended from time to time.

NOW, THEREFORE, the County and the City do mutually agree as follows:

1. The forgoing statements are true and accurate, and are incorporated into and made a part of this Agreement.
2. The County's contract representative during the term of this Agreement is Palm Tran's Executive Director or his designee, whose telephone number is 561-841-4200. The City's contract representative during the term of this Agreement is Anika Sinclair, whose telephone number is (561) 924-5534 X 23.
3. This Agreement shall relate back and take effect as of January 1, 2015 and shall continue until the later of December 31, 2015 or such time as the duties and obligations for which the City is responsible under the Vendor Agreement have been satisfied or the Agreement terminated.
4. The City will provide transportation services in furtherance of its Senior Citizens' Wellness Program in accordance with the terms and conditions of the Vendor Agreement, to the fullest extent thereof. City shall comply with and satisfy all obligations of the County in the same manner and to the same extent as if the City had entered into the Vendor Agreement with the Agency and was bound to fulfill the "Vendor's obligations established in the Vendor Agreement, except to the extent that the City is relieved of the performance of a particular obligation related only to the administration of the Vendor Agreement by the County's contract representative in writing. The parties acknowledge that the termination provisions of Article 8 of the Vendor

Page 1 of 6

Attachment # 1

Agreement shall control, except that if such provisions conflict with the requirements of this Agreement, the provisions of this Agreement shall control.

5. The City shall not perform any act or refuse to comply with any County direction or request which would cause the County to be in violation of the Vendor Agreement, contribute to or cause the Agency to seek to terminate the Vendor Agreement, or cause the Agency to seek the return of any Agency funds or payments made to City. The City will immediately remedy, at its sole cost and expense, any deficiency or violation of the Vendor Agreement found by the County or the Agency, upon notice of such or the County may immediately terminate this Agreement. The City will immediately return to County any funds which the County or Agency determine were not used in accordance with the Vendor Agreement or this Agreement or were unlawfully or improperly paid.
6. In accordance with the terms of the Vendor Agreement, the City will be paid for the service delivery of up to 4,686 trips. The total amount that City may be paid under this shall not exceed the amount of \$22,491.
7. The data required by Attachments IV, V, and VI of the Vendor Agreement shall be submitted with each monthly invoice by the City to the County, with a copy forwarded directly to the Agency.
8. The City will cooperate and assist the County with the preparation of certifications, documents and reports, and prepare and furnish all such certifications, documents or reports requested by County regarding the services provided under this Agreement and the individuals utilizing the services. In addition, the City shall be solely responsible for preparing all reports and meeting any and all National Transit Database (NTD) reporting and other requirements of the Federal Transit Act, as amended, and the applicable implementing rules and regulations. These reports include, but are not limited to, random surveys of selected fixed-route trips, daily accounting of revenue and non-revenue hours and miles, passenger counts, and any other information needed for the complete performance of the National Transit Database (NTD) Report required by the FTA. City shall provide such information, data or reports as required by NTD, with copy to the County.
9. The City acknowledges that all of its records relating to this Agreement are public records for the purposes of Chapter 119, F.S. The City will maintain such records for a period of no less than five (5) years from the expiration or termination of this Agreement. The County shall have the right to unilaterally terminate this Agreement for refusal by the City to allow public access to all documents, papers, records and other materials related to this Agreement in accordance with Florida law.
10. The City acknowledges that the County will act solely as a third party administrator. In such role, the County may request, receive and forward documentation required or sought by Agency or County from the City, and will make payments to the City in accordance with the terms of the Vendor Agreement as it may be amended and this Agreement. The County's obligation to make payments to the City is conditioned upon the City fulfilling the duties, obligations and responsibilities of the County under the Vendor Agreement as they relate to the Program, and the Agency's approval and authorization of payment for the activities of the City as they relate to the Program.

11. The County shall have no obligation to any other entity, contractor or person who is anyway associated with this Agreement or benefits from the performance of this Agreement. This Agreement confers no rights on any entity other than the parties and the Agency, and is not otherwise intended to be a third party beneficiary contract. Agency is expressly authorized to enforce any of the City's duties and obligations under this Agreement.
12. The City shall insure that all services provided hereunder are fully accessible to the disabled and provided in conformity with the requirements of the Americans with Disabilities Act of 1990, as it has and may be amended from time to time, and the implementing regulations thereto (referred to collectively as the "ADA"). The City shall be responsible for any all liability which may or shall inure to the County as a result of the City's performance or failure to perform in accordance with the ADA.
13. The City agrees that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
14. The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

15.
 - A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such limits that may change and be established by the Florida Legislature. In the event the City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, F.S., the City agrees to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage.
 - B. The City agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes, in accordance with law.
 - C. Upon request, the City shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, acceptable to County, as evidence that it has obtained and has in effect the above-mentioned coverages.
 - D. Any policy of insurance obtained pursuant to the requirements of this Agreement shall designate the Palm Beach County Board of County Commissioners and Palm Tran, Inc. as additional insureds.
16. The County's obligation to pay under this Agreement is contingent upon an annual appropriation by its governing body for the purposes of this Agreement. In addition, the County shall not be

obligated to pay or perform: 1) For any services for which payment is sought that are not payable under the Vendor Agreement; 2) If the Agency does not approve the requisition for payment or invoice submitted by the County to Agency for payment for services provided by the City; or 3) If the Agency terminates or cancels the Vendor Agreement with the County. City expressly waives and releases the County from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. The City also represents and warrants that the City's governing body has or intends to appropriate all funds needed for the purposes of this Agreement.

17. To the extent permitted by law, the City agrees that it is liable for all claims, suits, judgments, or damages arising out of the negligent or intentional acts or omissions of the City, its agents and employees, in the course and scope of the services performed under this Agreement. Nothing contained in this paragraph shall act as a waiver of either party's sovereign immunity in excess of that waived by the State Legislature in Section 786.28, F.S.
18. Nothing contained herein is intended to nor shall it create an agency relationship between the City and the County. City acknowledges and affirmatively represents and asserts that it is familiar with the terms and conditions of this Agreement and the Vendor Agreement, and in the performance of this Agreement it is and shall at all times be an independent contractor and not an agent or servant of the County or Palm Tran, Inc. City acknowledges that it has no authority, either express or implied, to hold itself out as a servant or agent of the County or Palm Tran, Inc. or to represent that it or any of its employees or contractors are agents or servants of the County or Palm Tran, Inc.
19. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
20. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties. This clause pertains only to the parties to this Agreement.
21. No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
22. The preparation of this Agreement has been a joint effort of the parties, 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.
23. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Shannon R. LaRocque, Interim Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, Fl. 33407

And, if sent to the Grantee shall be mailed to:

City of Pahokee
Attn: Mayor
171 North Lake Ave.
Pahokee, FL 33476

Each party may change its address upon notice to the other.

24. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.
- City shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to records regarding this Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
25. Neither this Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the City without the prior written consent of County.
26. The County has agreements which require the County to agree and assure agencies of the State of Florida that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of employees and the employees of subcontractors. Accordingly, if so required by County or Agency, the City agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used to perform transportation services to verify the employment eligibility of its employees. The City shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the County, Agency and/or other applicable State agency on forms and in the manner required by the County. The City affirms that it will not employ unauthorized aliens or take any other act which may cause the County to be in violation of any term or condition of any agreement between the County, Agency or other agency of the State.
27. Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.
28. The County and City agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.
29. Any provision of this Agreement which is of a continuing nature or imposes an obligation which by its nature extends beyond the term of this Agreement, shall survive its expiration or earlier termination.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials this 5th day of May, 2015.

Witnesses:

Barbara S. Kennedy
Print Name

[Signature]
Signature

Attest:

By: [Signature]
City Clerk

Palm Beach County Florida, by and through its Executive Director of Palm Tran

By: [Signature]
Shannon LaRocque
Assistant County Administrator
Interim Executive Director, Palm Tran

City of Pahokee, by its City Council

By: [Signature]
Mayor

Approved as to Form and Legal Sufficiency

[Signature]
County Attorney

Approved as to Terms and Conditions

[Signature]
Charles D. Frazier
Assistant Director, Palm Tran

TIA 7-0

AGENDA ITEM SUMMARY

R-2015-0346

Meeting Date: March 10, 2015

Consent

Regular

Ordinance

Public Hearing

Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

A) Approve a Vendor Service Agreement with the Area Agency on Aging, Palm Beach/Treasure Coast, Inc. (AAA) in the amount of \$362,160 to fund transportation services for the Division of Senior Services (DOSS) Program for the period January 1, 2015 through December 31, 2015; and

B) Authorize the Executive Director of Palm Tran to execute the sub-recipient agreement with the City of Pahokee, upon its approval by the City; and

C) Approve an upward Budget Amendment of \$102,929 in the Palm Tran Operating Fund 1340 to reconcile the budget to the actual award amount.

Summary: Since June 1999, the AAA has contracted with the County, through Palm Tran, to provide transportation services to senior citizens who are clients of DOSS - Senior Citizens Wellness Programs and who reside north of Hypoluxo Road. DOSS clients residing south of Hypoluxo Road receive transportation from Mae Volen. The previous contract with AAA (R2013-1682) expired December 31, 2014. Under the terms of the new agreement, the AAA will provide funds in the amount of \$339,669 for Palm Beach County and \$22,491 for the City of Pahokee for a total of \$362,160. The required local match for Palm Beach County is \$33,967 (10%) and is included in Palm Tran's budget. Pass through funds to the City of Pahokee are exempt from the match requirement. Countywide (DR)

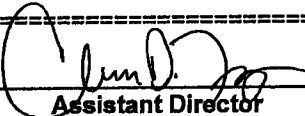
Background and Justification: The DOSS Program is sponsored by the AAA and is supported with Federal (Older Americans Act) and County funds. Transportation by Palm Tran Connection is provided for Nutrition Meal Site trips, for the designated service area south of the Martin County line to Hypoluxo Road, from the coastline west to Lake Okeechobee and the Hendry County line. Eligibility guidelines established by the Older Americans Act is that the individual be 60 years old. Palm Tran Connection schedules all trips, prepares vehicle manifests, handles customer concerns and commendations, determines eligibility, and monitors the performance of the Transportation Operators for the DOSS Program.

This year the AAA has also included \$22,491 allocated to the City of Pahokee as a sub-recipient for their Senior Citizens Wellness Transportation Program. A sub-recipient agreement is provided as Attachment 2 and will become effective upon execution by the City and the Executive Director of Palm Tran.

Attachments:

1. Vendor Service Agreement VA013-9635 (2 copies)
2. Sub-recipient Agreement for the City of Pahokee (1 copy)
3. Budget Amendment

Recommended By: _____


Assistant Director

2/23/15

Date

Approved By: _____


Assistant County Administrator

3/4/15

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital					
Expenditures					
Operating Costs	\$297,095	\$99,032			
External Revenues	(\$271,620)	(\$90,540)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$25,475	\$8,492			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

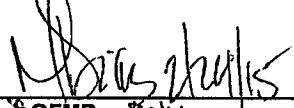
Is Item Included in Current Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5013 Object 3401
 Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 
 John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:


 OFMB Staff
 3/3/15

 3/3/15
 Contract Dev. and Control
 3-3-15 B. Wheeler

B. Legal Sufficiency:

 3/3/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

15-0673

BGRV 540 0210150000000000442
 BGEX 540 0210150000000000905

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY
 BUDGET AMENDMENT
 FUND 1340 PALM TRAN

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 2/10/2015	REMAINING BALANCE
REVENUE								
<u>Palm Tran CONNECTION Revenue</u>								
<i>Division of Senior Services</i>								
540 5013 3148	Federal Grant Indirect-Transp	328,563	408,248	96,755	0	505,001		
540 5020 3148	Federal Grant Indirect-Transp	16,317	20,870	6,174	0	27,044		
Total Receipts & Balances		78,375,786	78,639,000	102,929	0	78,741,929		
APPROPRIATIONS								
<u>Palm Tran CONNECTION Expenses</u>								
<i>Division of Senior Services</i>								
540 5013 3401	Other Contractual Services	1,323,217	1,323,217	96,755	0	1,419,972	440,050	979,922
540 5020 8101	Contributions Other Govmt Agency	21,756	21,756	6,174	0	27,930	0	27,930
Total Appropriations & Expenditures		78,375,786	78,639,000	102,929	0	78,741,929		

3-11-15
 PALM TRAN _____
 Initiating Department/Division
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures _____ Date 2/23/15

By Board of County Commissioners
 At Meeting of March 18, 2015

 Deputy Clerk to the Board of County Commissioners
 BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY
 FLORIDA

VENDOR SERVICE AGREEMENT
 FOR
 Older Americans Act Title III-B Grant
 R 2015 40346 MAR 10 2015

THIS AGREEMENT is entered into by and between the Area Agency on Aging, Palm Beach Treasure Coast, Inc., hereinafter referred to as the "Agency" and Palm Beach County Board of County Commissioners hereinafter referred to as the "Vendor".

WHEREAS, the Vendor represents that the Vendor is professionally qualified, and possesses the requisite skills, knowledge, qualifications and experience to provide the Vendor and Professional Services described herein, and

WHEREAS the Vendor is willing to perform such services and does accept the Agency's offer under the terms and conditions hereinafter set forth,

NOW, THEREFORE, the Agency and Vendor mutually agree as follows:

1. COVENANT FOR SERVICES

The Agency does hereby retain the Vendor to perform the "Vendor and Professional Services" as defined herein and the Vendor does hereby agree to perform such services based upon the terms and conditions set forth in this agreement, and as described in Section 2.

2. DEFINITION, SCOPE AND QUALITY OF SERVICES

The Vendor shall perform and render as an Independent Vendor and not as an agent, representative, or employee of the Agency, all the professional services described herein. These services shall be known as "Vendor and Professional Services" and shall be provided in a manner consistent with the service identified below and as described in the Department of Elder Affairs' Programs and Services Handbook, July 2013. The scope of these services is for Palm Beach County Service Area A as defined in the 2010 Older Americans Act Request for Proposal.

These funds are allocated for the period January 1, 2015 through December 31, 2015.

Service Description	Year	Unit of Service	Cost per Unit	Estimated Number of Unduplicated Clients	Funding Amount
Transportation In Palm Beach County	2015	One Way Trip	\$20.34	16,700	\$339,669.00

City of Pahokee Senior Citizens' Wellness Program Transportation	2015	One Way Trip	\$4.80	4,686	\$22,491.00
				Total	\$362,160.00

3. INTER-AGENCY PROCEDURES

- a. The Agency's Consumer Services Consultant shall oversee the implementation of this agreement, maintaining close communication with the Vendor on all aspects of the agreement.
- b. The Vendor shall accept client referrals from Palm Beach County Division of Senior Services.
- c. The Vendor shall adhere to the Client Enrollment Procedures in **ATTACHMENT III**.
- d. The Vendor shall ensure that all client specific information is handled in a confidential manner and shall abide by all confidential rules and regulations, including all HIPAA regulations.

4. PAYMENT FOR VENDOR SERVICES

The Agency agrees to pay the Vendor at the following rate:

Grant Award: This is a grant award. It is awarded for the grant year 2015 for services rendered from **January 1, 2015** through **December 31, 2015**. The amount of the agreement shall not exceed the Total Agreement Amount per funding year outlined below. The schedule for Requests for Payment is **ATTACHMENT I** of this agreement.

Funds awarded to the Vendor pursuant to this agreement are as follows:

Program Title	Year	Funding Source	CFDA#	Funding Amount
Older Americans Act Title IIIB Transportation	2015	U.S. Dept. of Health and Human Services	93.044	\$362,160.00
TOTAL AGREEMENT AMOUNT FOR FUNDING 2015:				\$362,160.00

5. TERM OF AGREEMENT

- a. This agreement shall begin on **January 1, 2015** or on the date the agreement has been signed by both parties, whichever is later. Delivery of services shall end on **December 31, 2015**.
- b. In the event that a subsequent agreement may not be executed prior to the January 1st start date, the Agency may, at its discretion, extend this agreement upon written notice for up to 90 days to ensure continuity of service. Services provided under this extension will be paid for out of the succeeding agreement amount.

6. INDEMNIFICATION

To the extent permitted by Florida law, the Vendor agrees to be liable for all claims, suits, judgments, or damages arising out of the negligent or intentional acts or omissions of the Vendor, its agents and employees, in the course and scope of the services performed under this agreement.

7. AVAILABILITY OF FUNDS

The Agency's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the legislature. Older American Act Title III-B grant fund will be used for reimbursement of this agreement. The Vendor's performance and obligations under this Agreement are subject to and contingent upon an annual budgetary appropriation by Vendor's Board of County Commissioners for the purposes of this agreement.

8. TERMINATION OF AGREEMENT

1. Termination of Will

This agreement may be terminated by either party, by giving thirty (30) calendar days written notice to the other party. Said notice shall

be delivered by certified mail, return receipt requested or in person with proof of delivery. Vendor shall be paid for all services provided through the date of termination.

2. Termination Because of Lack of Funds

In the event funds to finance this agreement become unavailable, the Agency may terminate the agreement upon no less than twenty-four (24) hours notice in writing to the Vendor. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the final authority as to availability of funds. Vendor shall be paid for all services provided through the date of termination.

3. Termination Due to Lack of Performance

In the event that the Vendor fails to meet the scope of services in this agreement, and all contractual obligations, the Agency may terminate the agreement within thirty (30) days, unless corrective action specified by the Agency is implemented within the thirty (30) day termination notice period. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. The Agency shall be the authority as to availability of funds.

9. MODIFICATION OF AGREEMENT

This agreement, and any attachments or amendments hereto, represent the entire agreement of the parties. Any alterations, variations, changes, modifications, or waiver of provisions of this agreement, its attachments, or amendments shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this agreement

10. REIMBURSEMENT FOR AUTHORIZED EXPENSES (not applicable to this agreement) This is a "unit of service" agreement and all references to "cost(s)" in this agreement and reports to be provided hereunder shall be deemed to refer to Vendor provided units of service.

11. ASSIGNMENTS AND SUBCONTRACTS

In the event the Vendor utilizes subcontractors to provided services pursuant to this agreement, such subcontractor shall be subject to the conditions of this agreement incorporating it by reference. This agreement does not provide any rights to said subcontractor.

The Vendor shall not permit a subcontractor to perform services related to this agreement without having a binding subcontractor agreement executed. The Vendor

will make available a fully executed copy of the subcontractor agreement for review upon request by the Agency.

For every transaction, the Vendor must determine if the subcontractor is a vendor rather than a subcontractor, as defined in OMB Circular A-133, subpart B, section .210, and in section 215.97, F. S., and this determination must be documented in writing. When a vendor relationship is identified, a contract with all of the terms and conditions set forth in this agreement is not required. However, a written agreement and/or contract is required that outlines the terms of the agreement and/or contract, the goods being purchased or services to be performed, and conditions for procurement, receipt and payment for goods and services. Compliance for vendors is usually limited to these tasks unless the Vendor chooses to pass down program compliance to the vendor in the written agreement. The Vendor is ultimately responsible for assuring program compliance and performance, and any applicable conditions of this agreement.

Unless otherwise stated in the contract between the Vendor and the subcontractor, payments made by the Vendor to the subcontractor must be made within seven (7) working days after receipt by the Vendor of full or partial payments from the Agency in accordance with section 287.0585, F.S. Payments to vendors contracted by the Vendor/subcontractors shall be made in accordance with the terms as negotiated with the vendor(s). Failure to pay within these time frames may result in the Agency taking action as set forth in Section 8 (Termination) of this agreement.

12. PUBLIC ACCESS TO RECORDS

The Vendor shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, F.S. and other applicable laws received by the Vendor in conjunction with this agreement.

13. USE OF FUNDS FOR LOBBYING PROHIBITED

The Vendor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditures of agreement funds for the purpose of lobbying the legislatures, a judicial branch or state agency.

14. COPYRIGHT CLAUSE

Where activities supported by any agreement(s) incorporated this agreement by reference produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Area Agency on Aging and the Department of Elder Affairs have the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Area Agency on Aging or Department of Elder Affairs do so.

15. NOTICE, CONTACT AND PAYEE INFORMATION:

1. The name, address, and telephone number of the Consumer Services Consultant for the Agency for this agreement is:

Dennis Martin, Consumer Services Consultant
Area Agency on Aging PB/TC
4400 N. Congress Avenue
West Palm Beach, FL 33407
(561) 684-5885

2. The name, address, and telephone number of the representative of the Vendor responsible for administration of the program under this agreement is:

Shannon R. LaRoque, P.E. Interim Executive Director
Palm Tran Connection
3201 Electronics Way
West Palm Beach, FL 33407
(561) 841-4200

With Copy to: County Attorney
301 N. Olive Ave
West Palm Beach, FL 33401

16. CIRTS

- A. Pursuant to this agreement, the Vendor must assure, that program specific data is recorded and submitted in accordance with DOEA Client Information Registration and Tracking System (CIRTS) Policy Guidelines.
- B. The Utilization and Generated Cost Report must be submitted with monthly invoice.
- C. If the Vendor is unable to utilize CIRTS, the Agency will record the information for a fee based on the current rate of \$20.00 an hour. The fee will be deducted from the invoice and a receipt will be mailed with the monthly payment. If the vendor chooses to have the Agency record information in CIRTS the vendor must follow the steps below.

1. The Vendor will submit to the designated Agency staff **ATTACHMENT IV** to ensure all current clients as of the start of each grant year are entered into CIRTS.
 2. The Vendor will submit to the designated Agency staff **ATTACHMENT V** by the 1st of every month to ensure CIRTS data is entered in a timely manner.
 3. If the Vendor has new clients, the Vendor must submit the required information to the designated Agency staff to be recorded into CIRTS, using the guidelines in **Attachment VI**.
- D.** If the Vendor has subcontractor(s), the parties must mutually agree on a schedule for the subcontractor's units to be entered into CIRTS as this is a requirement for payment.
- E.** All reports will be submitted by the Vendor to the Agency electronically.

17. METHOD OF PAYMENT

- A.** The method of payment for this agreement is based on cost reimbursement for services. The Vendor must ensure invoices for payment include only those costs that are in accordance with all applicable state and federal statutes and regulations and are based on audited historical costs in instances where an independent audit is required. All Requests for Payment and Line Item Budget Reports shall be submitted using the sample REQUEST FOR PAYMENT form, **ATTACHMENT II**. Duplication or replication of these forms via data processing equipment is permissible, provided all data elements are in the same format provided in **ATTACHMENT II**.
- B.** The Vendor shall maintain documentation to support payment requests, which shall be submitted to the Agency, State Comptroller, or Department of Elder Affairs upon request.
- C.** All payment requests shall be based on the submission of monthly actual expenditure reports beginning with the first month of the agreement. The schedule for submission of Requests for Payment is **ATTACHMENT I** to this Vendor Agreement.

1. With each monthly invoice submission, the Vendor will include the CIRT's Utilization Report and the Generated Cost Report as described in **Section 16** of this Agreement.
 2. The Vendor will submit a final closeout report by February 15, 2016 for the 2015 grant year, respectively.
 3. The final expenditure reports and requests for payment will be due to the Agency no later than January 5, 2016 for the 2015 grant year.. No expenditure reports or request for payment will be accepted after these dates.
- D. Any payment due by the Agency under the terms of this agreement may be withheld pending the receipt and approval by the Agency of all financial and programmatic reports due from the Vendor.

18. SPONSORSHIP

- A. As required by section 286.25, F.S., if the Vendor or subcontractor is a non-governmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through agreements executed in accordance with this agreement, it shall be in publicizing, advertising or describing the sponsorship of the program, state: "Sponsored by the Palm Beach County Board of County Commissioners", the "State of Florida, Department of Elder Affairs" and "Area Agency on Aging, Palm Beach/Treasure Coast, Inc.", shall appear in the same size letters and type as the name of the organization. The Vendor shall also display a graphic of the DOE's and Area Agency on Aging, Palm Beach/Treasure Coast, Inc.'s logo on all printed material. This shall include, but is not limited to, any correspondence or other writing, publication or broadcast that refers to such program.
- B. The Vendor shall not use the words, "The State of Florida, Department of Elder Affairs" and/or "Area Agency on Aging, Palm Beach/Treasure Coast, Inc." to indicate sponsorship of a program otherwise financed unless specific authorization has been obtained by the Agency prior to use.

19. SPECIAL PROVISIONS

A. Match

The Vendor will assure a match requirement of at least 10 percent of the cost of all services funded through this agreement excluding "pass

through funds". The Vendor's match will be made in the form of cash and/or in-kind resources. At the end of the agreement period, all Older Americans Act funds must be properly matched.

20. NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expressions, or genetic information.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended.

IN WITNESS THEREOF, the parties hereto have caused this 18 page agreement to be executed by their undersigned officials as duly authorized.

VENDOR: PALM BEACH COUNTY,
FLORIDA, A Political
Subdivision of the State of
Florida

R2015-0346

Area Agency on Aging of Palm Beach/
Treasure Coast, Inc.

SIGNED
BY: Shelley Vana
Shelley Vana, Mayor

SIGNED
BY: Faith Myer

DATE: MAR 10 2015

NAME: Faith Myer

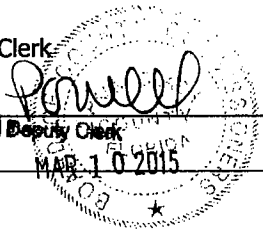
TITLE: Secretary

SHARON R. BOCK, Clerk

BY: Nancy Powell
Deputy Clerk

DATE: 3/6/15

DATE: MAR 10 2015



FEDERAL ID NUMBER: _____

FISCAL YEAR END DATE: _____

Approved as to form and legal sufficiency

[Signature]
County Attorney

Approved as to terms and conditions

[Signature] for
Department Director

ATTACHMENT I

REPORT SCHEDULE

Report	Report Name	Submit to the "AGENCY" on this Date
	January Invoice and Monthly Reports	February 5
	January Surplus / (Deficit) Report	February 15
	February Invoice and Monthly Reports	March 5
	February Surplus / (Deficit) Report	March 15
	March Invoice and Monthly Reports	April 5
	March Surplus / (Deficit) Report	April 15
	April Invoice and Monthly Reports	May 5
	April Surplus / (Deficit) Report	May 15
	May Invoice and Monthly Reports	June 5
	May Surplus / (Deficit) Report	June 15
	June Invoice and Monthly Reports	July 5
	June Surplus / (Deficit) Report	July 15
	Service Cost Report	July 31
	July Invoice and Monthly Reports	August 5
	July Surplus / (Deficit) Report	August 15
	August Invoice and Monthly Reports	September 5
	August Surplus / (Deficit) Report	September 15
	September Invoice and Monthly Reports	October 5
	September Surplus / (Deficit) Report	October 15
	October Invoice and Monthly Reports	November 5
	October Surplus / (Deficit) Report	November 15
	November Invoice and Monthly Reports & Jan. Adv. Reconciliation **	December 5
	November Surplus / (Deficit) Report	December 15
	December Invoice and Monthly Reports & Feb. Adv. Reconciliation **	January 5
	December Surplus / (Deficit) Report	January 15
	Final Invoice & Closeout Report** If final invoice reflects funds due back to the Agency, payment is to accompany the report.	February 15
*Advance based on projected cash need.		
**Submission of invoices may or may not generate a payment request.		
Note # 1: If any invoice or report will not be submitted for ANY reason, the Fiscal Grant Manager and the Quality Improvement Manager must be informed in writing via email or hard copy letter by its due date.		

ATTACHMENT II

REQUEST FOR PAYMENT
OLDER AMERICANS ACT

Prepared by:

Date:

CURRENT YEAR TOTALS									
Program Code	Service Code	YTD Units	Rate	YTD Requested	Previous YTD Requested	Current Month Requested	Contract Amount	Contract Balance	
0301	GNBL		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0301	GNML BHPST		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0301	HUGO		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0301	NTED		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0301	OTR		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0301	ADVANCE			0.00	0.00	0.00	0.00	0.00	0.00
0302	HDM		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0302	SCAP		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0302	HUGO		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0302	NTED		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0302	ADVANCE			0.00	0.00	0.00	0.00	0.00	0.00
0A38	ADD		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	ESC		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	HDM		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	INTS		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	HMK		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	DCMP		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	PECA		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	RESP		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	SCAB		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	ADVANCE			0.00	0.00	0.00	0.00	0.00	0.00
0A38	SCAB		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	RESP		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	SCAB		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	CHO		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	ADC		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	HDM		0.00	0.00	0.00	0.00	0.00	0.00	0.00
0A38	ADVANCE			0.00	0.00	0.00	0.00	0.00	0.00
0301	2013			0.00	0.00	0.00	0.00	0.00	0.00
0302	2013			0.00	0.00	0.00	0.00	0.00	0.00
0A38	2013			0.00	0.00	0.00	0.00	0.00	0.00
0A38	2013			0.00	0.00	0.00	0.00	0.00	0.00
GRAND TOTAL					0.00	0.00	0.00	0.00	0.00

Other Fiscal Information

Program Code	Service Code	Current YTD Amount	Previous YTD Amount	Current Month Amount	Goal Amount	Goal Balance
0301	Program Income	0.00	0.00	0.00	0.00	0.00
0301	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
0301	Cash Match	0.00	0.00	0.00	0.00	0.00
0301	In-kind Match	0.00	0.00	0.00	0.00	0.00
0301	NSIP	0.00	0.00	0.00	0.00	0.00
0302	Program Income	0.00	0.00	0.00	0.00	0.00
0302	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
0302	Cash Match	0.00	0.00	0.00	0.00	0.00
0302	In-kind Match	0.00	0.00	0.00	0.00	0.00
0302	NSIP	0.00	0.00	0.00	0.00	0.00
0A38	Program Income	0.00	0.00	0.00	0.00	0.00
0A38	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
0A38	Cash Match	0.00	0.00	0.00	0.00	0.00
0A38	In-kind Match	0.00	0.00	0.00	0.00	0.00
0A38	Program Income	0.00	0.00	0.00	0.00	0.00
0A38	Program Income Expenses	0.00	0.00	0.00	0.00	0.00
0A38	Cash Match	0.00	0.00	0.00	0.00	0.00
0A38	In-kind Match	0.00	0.00	0.00	0.00	0.00

Other Fiscal Information 2013/2014

Program Code	Service Code	Previous YTD Amount	GRAND TOTAL	Goal Amount 2013/2014	Goal Balance 2013/2014
0301	Program Income	0.00	0.00	0.00	0.00
0301	Program Income Expenses	0.00	0.00	0.00	0.00
0301	Cash Match	0.00	0.00	0.00	0.00
0301	In-kind Match	0.00	0.00	0.00	0.00
0301	NSIP	0.00	0.00	0.00	0.00
0302	Program Income	0.00	0.00	0.00	0.00
0302	Program Income Expenses	0.00	0.00	0.00	0.00
0302	Cash Match	0.00	0.00	0.00	0.00
0302	In-kind Match	0.00	0.00	0.00	0.00
0302	NSIP	0.00	0.00	0.00	0.00
0A38	Program Income	0.00	0.00	0.00	0.00
0A38	Program Income Expenses	0.00	0.00	0.00	0.00
0A38	Cash Match	0.00	0.00	0.00	0.00
0A38	In-kind Match	0.00	0.00	0.00	0.00
0A38	Program Income	0.00	0.00	0.00	0.00
0A38	Program Income Expenses	0.00	0.00	0.00	0.00
0A38	Cash Match	0.00	0.00	0.00	0.00
0A38	In-kind Match	0.00	0.00	0.00	0.00

ATTACHMENT III

CLIENT ENROLLMENT PROCEDURES

1. The Vendor must verify that all clients have been entered into the Department of Elder Affairs (DOEA) Client Information and Registration Tracking System (CIRTS). If client(s) are not entered into CIRTS than the Vendor must assess and enter the client(s) information into CIRTS.
2. The Vendor must enter client(s) enrollment date under OA3B for Transportation (TRS). The enrollment date also serves as the start date for services and the yearly assessment date.
3. If the Vendor is the sole owner of the client(s), they will be responsible for the yearly assessment of each actively enrolled client.
4. If services are terminated for any purpose, it is the responsibility of the Vendor to enter an end date and termination reason for the client(s).

ATTACHMENT VI

New Client Registration

Demographics

Social Security No. _____ **Date of Birth:** _____

First Name: _____ **Last Name:** _____

Address: _____

Phone No: _____

Sex: _____ **Race:** _____

Ethnicity: _____ **Primary Language:** _____

Marital Status: _____

CIRTS Assessment Information

Assessment Date: _____ **Assessment Site:** _____

Assessment Type: _____ **Consumer Type:** _____

Referral Source: _____ **Referral Date:** _____

Risk Level: _____ **Primary Care Giver:** _____

Living Situation: _____

Does the client need outside assistance to evacuate? _____

Is the client registered with County Special Needs Registry? _____

Is the client a caregiver of a grandchild? _____

Is the client a recipient of public housing? _____

EMERGENCY CERTIFICATION FOR RETROACTIVE PAYMENT

Background

The Area Agency of Palm Beach/Treasure Coast, Inc. is awarding the Palm Beach County Board of County Commissioners Older Americans Act (OAA) Program funds for the 2015 program year. The purpose of these funds is to service at risk clients who are in danger of nursing home placement. Eligibility guidelines are outlined in the Department of Elder Affairs Client Services Manual.

Justification

The Palm Beach County Board of County Commissioners will be providing OAA services to OAA eligible clients beginning January 1, 2015; however, since the contract will not be signed by that time, it will require certification for retroactive payment back to January 1, 2015. The provision of these services will aid the client and/or caregiver in remaining independent and prevent or delay institutionalization.

Certification

I hereby certify this situation to constitute an emergency pursuant to Chapter 287, Florida Statutes, and approve payment of the contract between the Area Agency on Aging and the Palm Beach County Board of County Commissioners starting January 1, 2015.

BELOW TO BE FILLED OUT BY THE AREA AGENCY ON AGING

Faith Meyer
Name
Secretary

Title

Area Agency on Aging of Palm Beach/Treasure Coast, Inc.

3/6/15
Date

Notwithstanding anything contained in this agreement, including but not limited to Section 5.a., relating to the effective date of this agreement, and the Emergency Certification for Retroactive Payment set forth above, Agency and Vendor agree that this agreement shall take effect as of January 1, 2015, and that Agency shall approve payment for services provided by Provider from January 1, 2015 through the date of execution in full by the parties, and thereafter in accordance with the terms of the agreement.

Attestation Statement

Agreement Number VA013-9635

Amendment Number N/A

I, Shelley Vana, Mayor, attest that no changes or revisions have been made to the
(Vendor representative)

content of the .above referenced agreement/contract or amendment between the Area
Agency on Aging of Palm Beach/Treasure Coast and Palm Beach County Board of
County Commissioners. The only exception to this statement would be for changes in
page formatting, due to the differences in electronic data processing media, which has
no affect on the agreement/contract content.

R 2015 0346

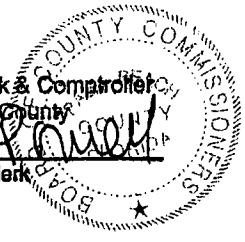
Shelley Vana
Signature of Vendor representative

MAR 10 2015
Date

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

[Signature]
COUNTY ATTORNEY

Sharon R. Bock, Clerk & Comptroller
Palm Beach County
By [Signature]
Deputy Clerk



**SUBRECIPIENT AGREEMENT
BY AND BETWEEN PALM BEACH COUNTY, FLORIDA
AND THE CITY OF PAHOKEE**

AAA Sub-Recipient Agreement __/__/2015

THIS AGREEMENT is entered into effective as of January 1, 2015, by and between Palm Beach County, Florida (the "County") and the City of Pahokee, Florida (the "City"), in furtherance of the Vendor Service Agreement for Older Americans Act Title III-B Grant 2013 (VAO13-9635) dated _____, 2015 (the "Vendor Agreement") which the County has entered into with the Area Agency on Aging, Palm Beach Treasure Coast, Inc. (the "Agency").

WHEREAS, the County has entered into a Vendor Agreement with the Agency under which the Agency is to provide a set amount of funds to County to be used to assist in providing transportation services for Senior Citizens in Palm Beach County; and

WHEREAS, up to \$22,491 of the funding provided to County under the Vendor Agreement has been designated by the Agency for the City of Pahokee Senior Citizens' Wellness Transportation Program (also referred to herein as the "Program"); and

WHEREAS, the Agency and City have requested that the County "pass through" to the City up to \$22,491 of the funding to be provided to the County under the Vendor Agreement; and

WHEREAS, the City has received and reviewed the Vendor Agreement, a copy of which is attached hereto and incorporated herein by reference, and a copy of the Department of Elder Affairs Programs and Services Handbook, July 2013, and acknowledged and agreed that it will fulfill the requirements applicable to the County under the Vendor Agreement as they relate to the services to be provided for the City of Pahokee Senior Citizens' Wellness Transportation Program. As the Department of Elder Affairs Programs and Services Handbook may be amended from time to time.

NOW, THEREFORE, the County and the City do mutually agree as follows:

1. The forgoing statements are true and accurate, and are incorporated into and made a part of this Agreement.
2. The County's contract representative during the term of this Agreement is Palm Tran's Executive Director or his designee, whose telephone number is 561-841-4200. The City's contract representative during the term of this Agreement is Anika Sinclair, whose telephone number is (561) 924-5534 X 23.
3. This Agreement shall relate back and take effect as of January 1, 2015 and shall continue until the later of December 31, 2015 or such time as the duties and obligations for which the City is responsible under the Vendor Agreement have been satisfied or the Agreement terminated.
4. The City will provide transportation services in furtherance of its Senior Citizens' Wellness Program in accordance with the terms and conditions of the Vendor Agreement, to the fullest extent thereof. City shall comply with and satisfy all obligations of the County in the same manner and to the same extent as if the City had entered into the Vendor Agreement with the Agency and was bound to fulfill the "Vendor's obligations established in the Vendor Agreement, except to the extent that the City is relieved of the performance of a particular obligation related

only to the administration of the Vendor Agreement by the County's contract representative in writing. The parties acknowledge that the termination provisions of Article 8 of the Vendor Agreement shall control, except that if such provisions conflict with the requirements of this Agreement, the provisions of this Agreement shall control.

5. The City shall not perform any act or refuse to comply with any County direction or request which would cause the County to be in violation of the Vendor Agreement, contribute to or cause the Agency to seek to terminate the Vendor Agreement, or cause the Agency to seek the return of any Agency funds or payments made to City. The City will immediately remedy, at its sole cost and expense, any deficiency or violation of the Vendor Agreement found by the County or the Agency, upon notice of such or the County may immediately terminate this Agreement. The City will immediately return to County any funds which the County or Agency determine were not used in accordance with the Vendor Agreement or this Agreement or were unlawfully or improperly paid.
6. In accordance with the terms of the Vendor Agreement, the City will be paid for the service delivery of up to 4,686 trips. The total amount that City may be paid under this shall not exceed the amount of \$22,491.
7. The data required by Attachments IV, V, and VI of the Vendor Agreement shall be submitted with each monthly invoice by the City to the County, with a copy forwarded directly to the Agency.
8. The City will cooperate and assist the County with the preparation of certifications, documents and reports, and prepare and furnish all such certifications, documents or reports requested by County regarding the services provided under this Agreement and the individuals utilizing the services. In addition, the City shall be solely responsible for preparing all reports and meeting any and all National Transit Database (NTD) reporting and other requirements of the Federal Transit Act, as amended, and the applicable implementing rules and regulations. These reports include, but are not limited to, random surveys of selected fixed-route trips, daily accounting of revenue and non-revenue hours and miles, passenger counts, and any other information needed for the complete performance of the National Transit Database (NTD) Report required by the FTA. City shall provide such information, data or reports as required by NTD, with copy to the County.
9. The City acknowledges that all of its records relating to this Agreement are public records for the purposes of Chapter 119, F.S. The City will maintain such records for a period of no less than five (5) years from the expiration or termination of this Agreement. The County shall have the right to unilaterally terminate this Agreement for refusal by the City to allow public access to all documents, papers, records and other materials related to this Agreement in accordance with Florida law.
10. The City acknowledges that the County will act solely as a third party administrator. In such role, the County may request, receive and forward documentation required or sought by Agency or County from the City, and will make payments to the City in accordance with the terms of the Vendor Agreement as it may be amended and this Agreement. The County's obligation to make payments to the City is conditioned upon the City fulfilling the duties, obligations and responsibilities of the County under the Vendor Agreement as they relate to the Program, and the Agency's approval and authorization of payment for the activities of the City as they relate to the Program.

11. The County shall have no obligation to any other entity, contractor or person who is anyway associated with this Agreement or benefits from the performance of this Agreement. This Agreement confers no rights on any entity other than the parties and the Agency, and is not otherwise intended to be a third party beneficiary contract. Agency is expressly authorized to enforce any of the City's duties and obligations under this Agreement.
12. The City shall insure that all services provided hereunder are fully accessible to the disabled and provided in conformity with the requirements of the Americans with Disabilities Act of 1990, as it has and may be amended from time to time, and the implementing regulations thereto (referred to collectively as the "ADA"). The City shall be responsible for any all liability which may or shall inure to the County as a result of the City's performance or failure to perform in accordance with the ADA.
13. The City agrees that no person shall on the grounds of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.
14. The City warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

City has submitted to County a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to County that City will conform to the County's non-discrimination policy as provided in R-2014-1421, as amended.

15.
 - A. Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, the City acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$200,000 Per Person and \$300,000 Per Occurrence, or such limits that may change and be established by the Florida Legislature. In the event the City maintains third-party Commercial General Liability and Business Auto Liability in lieu of exclusive reliance of self-insurance under Section 768.28, F.S., the City agrees to maintain said insurance policies at limits not less than \$1,000,000 combined single limit for bodily injury or property damage.
 - B. The City agrees to maintain or to be self-insured for Workers' Compensation & Employers' Liability insurance in accordance with Chapter 440, Florida Statutes, in accordance with law.
 - C. Upon request, the City shall provide a Certificate of Insurance evidencing insurance, self-insurance and/or sovereign immunity status, acceptable to County, as evidence that it has obtained and has in effect the above-mentioned coverages.
 - D. Any policy of insurance obtained pursuant to the requirements of this Agreement shall designate the Palm Beach County Board of County Commissioners and Palm Tran, Inc. as additional insureds.
16. The County's obligation to pay under this Agreement is contingent upon an annual appropriation by its governing body for the purposes of this Agreement. In addition, the County shall not be

obligated to pay or perform: 1) For any services for which payment is sought that are not payable under the Vendor Agreement; 2) If the Agency does not approve the requisition for payment or invoice submitted by the County to Agency for payment for services provided by the City; or 3) If the Agency terminates or cancels the Vendor Agreement with the County. City expressly waives and releases the County from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. The City also represents and warrants that the City's governing body has or intends to appropriate all funds needed for the purposes of this Agreement.

17. To the extent permitted by law, the City agrees that it is liable for all claims, suits, judgments, or damages arising out of the negligent or intentional acts or omissions of the City, its agents and employees, in the course and scope of the services performed under this Agreement. Nothing contained in this paragraph shall act as a waiver of either party's sovereign immunity in excess of that waived by the State Legislature in Section 786.28, F.S.
18. Nothing contained herein is intended to nor shall it create an agency relationship between the City and the County. City acknowledges and affirmatively represents and asserts that it is familiar with the terms and conditions of this Agreement and the Vendor Agreement, and in the performance of this Agreement it is and shall at all times be an independent contractor and not an agent or servant of the County or Palm Tran, Inc. City acknowledges that it has no authority, either express or implied, to hold itself out as a servant or agent of the County or Palm Tran, Inc. or to represent that it or any of its employees or contractors are agents or servants of the County or Palm Tran, Inc.
19. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or inequity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
20. Any costs or expenses, including reasonable attorney fees, associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties. This clause pertains only to the parties to this Agreement.
21. No waiver of any provisions of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.
22. The preparation of this Agreement has been a joint effort of the parties, 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.
23. All written notices required under this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

Shannon R. LaRocque, Interim Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, Fl. 33407

And, if sent to the Grantee shall be mailed to:

City of Pahokee
Attn: Mayor
171 North Lake Ave.
Pahokee, FL 33476

Each party may change its address upon notice to the other.

24. Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the City, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

City shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to records regarding this Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
25. Neither this Agreement, nor any interest herein, shall be assigned, subcontracted, conveyed, transferred, or otherwise encumbered, in whole or in part, by the City without the prior written consent of County.
26. The County has agreements which require the County to agree and assure agencies of the State of Florida that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of employees and the employees of subcontractors. Accordingly, if so required by County or Agency, the City agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used to perform transportation services to verify the employment eligibility of its employees. The City shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the County, Agency and/or other applicable State agency on forms and in the manner required by the County. The City affirms that it will not employ unauthorized aliens or take any other act which may cause the County to be in violation of any term or condition of any agreement between the County, Agency or other agency of the State.
27. Should any section, paragraph, sentence, clause, or provision hereof be held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement.
28. The County and City agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

29. Any provision of this Agreement which is of a continuing nature or imposes an obligation which by its nature extends beyond the term of this Agreement, shall survive its expiration or earlier termination.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officials this _____ day of _____, 2015.

Witnesses:

Palm Beach County Florida, by and through its
Executive Director of Palm Tran

Print Name

By: _____
Shannon LaRocque
Assistant County Administrator
Interim Executive Director, Palm Tran

Signature

City of Pahokee, by its City Council

Attest:

By: _____
City Clerk

By: _____
Mayor

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions

County Attorney

Charles D. Frazier
Assistant Director, Palm Tran

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