

AGREEMENT BY AND BETWEEN  
MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS

2401 SE Monterey Road

Stuart, FL 34996

AND

SENIOR RESOURCE ASSOCIATION

694 14<sup>th</sup> Street

Vero Beach, FL 32960

This agreement made \_\_\_\_\_, 2019 between the Martin County Board of County Commissioners of Martin County, Florida (County) and Senior Resource Association (SRA or CTC), a 501 (c)(3) non-profit organization organized under the laws of the State of Florida and authorized to transact business in the State of Florida.

WITNESSETH

WHEREAS, Senior Resource Association (SRA), has been designated by the State of Florida Commission for the Transportation Disadvantaged (State) as the Community Transportation Coordinator (CTC) for Martin County and has initiated a program to provide a coordinated community transportation service for social service clients, and other agencies within the County that minimize the duplication of services; and

WHEREAS, SRA as the CTC for Martin County, Florida is responsible for ensuring that transit services to the Transportation Disadvantaged (TD) are provided and will receive an Innovation and Service Development Grant directly from the State; and

WHEREAS, State Innovation and Service Development Grant funds require local match funds equal to ten (10) percent of Innovation and Service Development Grant; and

WHEREAS, SRA as the CTC for Martin County, Florida is responsible for managing the Innovation and Service Development Grant; and

WHEREAS, the parties intend that this agreement will comply with all applicable Federal, State, and local laws, ordinances and regulations; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

A. SCOPE OF WORK

SRA shall act as an independent Contractor for the provision of programs and services as set forth;

1. SRA shall charge and collect from each Transportation Disadvantaged (TD) rider the co-payment amount agreed upon and documented in Martin County's Transportation Disadvantaged Service Plan (TDSP) and approved by the Local Coordinating Board for the Transportation Disadvantaged (LCB-TD).
2. SRA shall provide coordination of transportation services to the Transportation Disadvantaged in a manner that is cost-effective, efficient, and reduces fragmentation and duplication of services.
3. SRA shall comply with Section 427.0155, Fla. Stat., as well as all applicable administrative regulations as outlined below and as may be amended in the future:
  - a) Execute uniform contracts for service using a standard contract, which includes performance standards for operators.
  - b) Collect annual operating data for submittal to the commission.
  - c) Review all transportation operator contracts annually.
  - d) Approve and coordinate the utilization of school bus and public transportation services in accordance with the Transportation Disadvantaged Service Plan.
  - e) In cooperation with a functioning coordinating board, review all applications for local government, federal, and state transportation disadvantaged funds and develop cost-effective coordination strategies.
  - f) In cooperation with, and approved by, the coordinating board, develop, negotiate, implement and monitor a memorandum of agreement including a service plan for submittal to Commission.
  - g) In cooperation with the coordinating board and pursuant to criteria developed by the Commission for the Transportation Disadvantaged, establish eligibility guidelines and priorities with regard to the recipients of non-sponsored transportation disadvantaged services that are purchased with Transportation Disadvantaged Trust Fund monies.
  - h) Have full responsibility for delivery of transportation services for the transportation disadvantaged as outlined in s.427.015(2)

- i) Work cooperatively with regional workforce boards established in chapter 455 to provide assistance in the development of innovative transportation services for participants in the welfare transition program.

#### B. RECORDS AND REPORTS

SRA shall keep books, accounts and records that document, account for and reflect all revenues and all expenditures received in connection with the management and operation of the program and services. The books, account and records shall be maintained in accordance with Generally Accepted Accounting Principles and all applicable local, state, and federal, rules, regulations and procedures. SRA shall make the books, accounts and records available to the County for examination or audit upon written request.

#### C. PAYMENT

The County shall provide a maximum 10% match for the monthly allocation disbursement schedule of the Innovation and Service Development Grant. The County will make said monthly payments to SRA in accordance with Federal and State requirements for the program. SRA shall provide Martin County with an updated Innovation and Service Development Grant contract from the State every fiscal year prior to receiving match payments from the County. SRA shall invoice the County for such funds in accordance with the Innovation and Service Development Grant on a monthly basis.

#### D. TERM AND TERMINATION

1. The term of this agreement shall begin no earlier than July 1, 2019 and will remain in effect until June 30, 2020
2. If the above referenced Contract between SRA and the State of Florida is no longer in effect, this Agreement shall terminate automatically.
3. Either party shall have the ability terminate this Agreement upon (30) days prior written notice for any or no reason.

#### E. AVAILABILITY OF FUNDS

Funds for the 10% local match of the Transportation Disadvantaged Innovation and Service Development Grant are approved in the Martin County Board of County Commissioner's Fiscal Year 2020 budget.

#### F. INDEMNIFICATION OF COUNTY BY OTHER PARTY

For the sum of ten (\$10.00) dollars consideration, receipt of which is hereby acknowledged, SRA shall indemnify and save harmless and defend the County, its servants, and employees from and against any and all claims, liabilities, losses, and/or causes of action which may arise from any negligent act or omission of the Agency, its agents, servants, or employees in the performance of services under this Agreement.

SRA shall protect, defend, indemnify, and hold harmless County from any and all liabilities, damaged, claims, judgments, costs and expenses (including reasonable attorney's fees and court costs) directly or indirectly incurred by County, resulting directly or indirectly from the negligence, acts, omissions, errors, or collection procedures of SRA.

#### G. ATTORNEY'S FEES

The parties expressly agree that each party will bear its own attorney's fees and court costs incurred in connection with this Agreement.

#### H. WAIVE JURY TRIAL

The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

#### I. VENUE

This Agreement and terms hereof shall be construed in accordance with the laws of that State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

#### J. ENTIRE AGREEMENT

This Agreement constitutes the complete, full and wholly independent agreement among the parties to this Agreement with regard to the matter contained herein. This Agreement also supersedes all prior representation, statements, and understandings among the parties to this Agreement with respect to the matter and things addresses herein, either written or oral.

#### K. PUBLIC RECORDS

Failure to comply with the following provisions shall be deemed a material default subject to termination as provided herein. To the extent that disclosure of information is required by law or regulation or applicable legal or regulatory process, the County shall give notice as is practicable to SRA that such disclosure is required.

SRA shall comply with public records laws, specifically, SRA shall:

- (i) keep and maintain public records required by the County to perform the service;
- (ii) upon request from County's custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if SRA does not transfer the records to County; and
- (iv) upon completion of this Agreement, transfer, at no cost, to County all public records in possession of SRA or keep and maintain public records required by County to perform the service. If SRA transfers all public records to County upon completion of this Agreement, SRA shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If SRA keeps and maintains public records upon completion of this Agreement, SRA shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon request from County's custodian of public records, in a format that is compatible with the information technology systems of County.

**IF SRA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SRA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, [PUBLIC.RECORDS@MARTIN.FL.US](mailto:PUBLIC.RECORDS@MARTIN.FL.US), MARTIN COUNTY, ATTN: PUBLIC RECORDS LIAISON, 2401 SE MONTEREY ROAD, STUART, FLORIDA 34996.**

#### **L. NOTIFICATION**

All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt if sent by certified mail, postage prepaid with return receipt requested at the address listed below, or upon the actual date of delivery, if hand delivered, to the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other party hereto in writing.

TO: Martin County Board of County Commissioners  
Attention: Terry B. Rauth, P.E.  
Public Works Director

2401 SE Monterey Road, Stuart, FL 34996  
Phone: 772.288.5927 Fax: 772.288.5955

COPY TO: Martin County Board of County Commissioners  
Legal Department  
2401 SE Monterey Road, Stuart, FL 34996

TO: Senior Resource Association  
694 14th Street  
Vero Beach, FL 32960

The parties shall give the other party prompt notice of any claim coming to its knowledge which directly or indirectly affects the other party.

#### M. AMENDMENTS

This agreement may be amended only by written agreement of the parties.

#### SENIOR RESOURCE ASSOCIATION

\_\_\_\_\_  
**KAREN DEIGL**, PRESIDENT/CEO

**ATTEST:**

\_\_\_\_\_  
**CAROLYN TIMMANN**,  
CLERK OF THE CIRCUIT COURT  
AND COMPTROLLER

#### BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
**HAROLD E. JENKINS II**, CHAIRMAN

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
**SARAH W. WOODS**, COUNTY ATTORNEY