AGENDA

MONROE COUNTY BUDGET MEETING
September 3, 2025
5:05 PM

The Board will convene at the Harvey Government Center
1200 Truman Ave, Key West, FL
The meeting is open to the public.
Members of the public can also attend via Communications Media Technology at:
Zoom webinar: https://mcbocc.zoom.us/j/89204098700
This meeting will be conducted in person. Remote participation is available as a courtesy but is not guaranteed.

ADA ASSISTANCE: If you are a person with a disability who needs special accommodations in order to participate in this proceeding, please contact the County Administrator's Office, by phoning (305) 292-4441, between the hours of 8:30 a.m. - 5:00 p.m., prior to the scheduled meeting; if you are hearing or voice impaired, call "711". Live Closed Captioning is available via the MCTV portal @ https://cloud.castus.tv/vod/monroe/video/60832c9dcf67bb7ac0c21791?page=HOME&type=live for meetings of the Monroe County Board of County Commissioners.

A person may submit written comments or other physical evidence on a particular agenda item for consideration at the BOCC meeting via email to Lindsey Ballard @ ballard-lindsey@monroecounty-fl.gov County Administrator's Office, no later than 3:00 P.M. on the Monday prior to the meeting. The email must include the submitter's name, address, phone number and email address and the agenda item number the documents/comments are regarding. Any intellectual property submitted must include the appropriate authorization for use. Any person who wishes to be heard shall, prior to an item being called, provide the Clerk with his/her name and residence, and the agenda item on which he or she wishes to be heard. An individual has three minutes to address the Commission. However, the first person representing an organization has five minutes to address the Commission. Subsequent speakers for the same organization have three minutes to address the Commission. For land use items, the petitioner and, if the owner is different than the petitioner, then the owner of the property that is the subject of the land use item, will be allowed 20 minutes to address the Commission. Other people are allowed five minutes to address the Commission. Speakers appearing remotely via communications media technology may speak under the same time constraints as those speakers appearing live before the Commission. Remote speakers need not fill in a speaker card before speaking but must identify themselves and their addresses at the beginning of their remarks. Failure to do so may result in early termination of their speaking privileges for that item. For additional assistance, please call (305) 292-4441 or email your inquiry to: ballard-lindsey@monroecounty-fl.gov.

If a person decides to appeal any decision made by the board with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

Please note that all time appoximate items are listed in bold.

TIME APPROXIMATE **REGULAR MEETING**

5:05 P.M. **Call to Order**
Salute to Flag

A. ADDITIONS, CORRECTIONS AND DELETIONS

A1. Approval of agenda.

B. BUDGET

B1. County Administrator's FY26 Tentative Budget Presentation and Discussion.

ADJOURMENT

C. FIRE AND AMBULANCE DISTRICT 1 BOARD OF GOVERNORS

C1. District 1 Board of Governors Resolution adopting the tentative millage rate of Fiscal Year 2026.

C2. District 1 Board of Governors Resolution adopting the tentative budget for Fiscal Year 2026.

ADJOURNMENT

D. BUDGET RESOLUTIONS AND ANNOUNCEMENTS

D1. Announcement of tentative millage rates.

D2. Approval of County Commission Resolution adopting the tentative millage rates for Fiscal Year 2026.

D3. Approval of County Commission Resolution adopting the tentative budget for Fiscal Year 2026.

D4. Announcement of the final public budget hearing to be held on September 10, 2025, at 5:05 P.M. at the Murray Nelson Government Center, 102050 Overseas Hwy, Key Largo, FL 33037.

E. COUNTY ADMINISTRATOR

E1. Permission to advertise RFP for Replacement of Permeable Pavers at Gato Parking Lot.

E2. Discussion and direction on the proposed plan to transfer Higgs Beach and West Martello Tower ownership to the City of Key West.

F. COUNTY ATTORNEY

F1. Approval and delegation of authority to the Mayor to execute the supplements to the Aircraft sublease agreement, as approved by the County Attorney, and delegation of authority to the Mayor to DocuSign a copy of the supplements to the Aircraft sublease agreement, along with a copy of the Aircraft sublease agreement, for purposes of registration filing with the FAA.

F2. Request for Closed Session in the matter of Monroe County v. NGM Insurance Company, Case No. 25-CA-538-MR to be held at the September 10, 2025 County Commission meeting in Key Largo at 9 am or as soon thereafter as may be heard.

G. COMMUNITY SERVICES

G1. Approval of Agreement for the State mandated Community Transportation for the Disadvantaged (CTD) program with Guidance/Care Center for the FY26 in the total amount of $842,963.00, the Innovative Service Development program in the amount of $9,172.00, Baker Act Transportation service program in the amount of $210,740.00, Community Transportation Coordinator-related transportation services in the amount of $22,781.00 and Social Services Transportation Disadvantaged Program (SSTDP) in the amount of $600,000.00 for Fiscal Year 2026. TIME APPROXIMATE 5:06 P.M.

ADJOURNMENT

H. LAND AUTHORITY GOVERNING BOARD

H1. A Public Hearing and approval of a Resolution of the Monroe County Comprehensive Plan Land Authority adopting a Tentative Budget for Fiscal Year 2026.

ADJOURNMENT

A1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: A1
2023-4526

BULK ITEM: Yes **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:**

AGENDA ITEM WORDING: Approval of agenda.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: B1
2023-4528

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: County Administrator's FY26 Tentative Budget Presentation and Discussion.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

C1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: C1
2023-4529

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: District 1 Board of Governors Resolution adopting the tentative millage rate of Fiscal Year 2026.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

1 - 09.03.25 - BOG Budget Hearing Resolution Tentative Millage Rate FY 2026.pdf

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FINANCIAL IMPACT:

BOARD OF GOVERNORS
LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT

Resolution No. _____-2025

A RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATE FOR FISCAL YEAR 2026

WHEREAS, the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance, Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 3, 2025, at 5:05 p.m. at the Harvey Government Center, 1200 Truman Avenue, Key West, FL 33040 and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Tentative Millage Rate for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2026, now, therefore,

BE IT RESOLVED BY THE BOARD OF GOVERNORS LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT, MONROE COUNTY, FLORIDA, that the Millage Rate of 1.9076 be adopted as the Tentative Millage Rate for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2026, which is over the rolled-back millage rate of 1.6044 by 18.90%.

PASSED AND ADOPTED by the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance of Monroe County, Florida, at a meeting of said Board held on the 3re day of September, AD 2025.

Representative Holly Merrill Raschein	_____
Representative Michelle Lincoln	_____
Representative David Rice	_____
Representative Greg Lewis	_____
Representative Bruce Halle	_____

BOARD OF GOVERNORS, LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT OF MONROE COUNTY, FLORIDA

By_____
Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

C2

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: C2
2023-4530

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: District 1 Board of Governors Resolution adopting the tentative budget for Fiscal Year 2026.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

2 - 09.03.25 - BOG Budget Hearing Resolution Tentative Budget FY 2026.pdf

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FINANCIAL IMPACT:

BOARD OF GOVERNORS
LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT

Resolution No. _____-2025

A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2026

WHEREAS, the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance, Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 3, 2025, at 5:05 p.m. at the Harvey Government Center, 1200 Truman Avenue, Key West, FL 33040 and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Tentative Budget for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2026, now, therefore,

BE IT RESOLVED BY THE BOARD OF GOVERNORS LOWER AND MIDDLE KEYS FIRE AND AMBULANCE, MONROE COUNTY, FLORIDA, that the Budget of $23,816,564 be adopted as the Tentative Budget for District 1 Lower and Middle Keys Fire and Ambulance for Fiscal Year 2026 and is hereby adopted.

PASSED AND ADOPTED by the Board of Governors of District 1 Lower and Middle Keys Fire and Ambulance of Monroe County, Florida, at a meeting of said Board held on the 3rd day of September, AD 2025.

Representative Holly Merrill Raschein	_____
Representative Michelle Lincoln	_____
Representative David Rice	_____
Representative Greg Lewis	_____
Representative Bruce Halle	_____

BOARD OF GOVERNORS, LOWER AND MIDDLE KEYS FIRE AND AMBULANCE DISTRICT OF MONROE COUNTY, FLORIDA

By_____
Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

D1

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: D1
2023-4527

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Announcement of tentative millage rates.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

D2

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: D2
2023-4531

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of County Commission Resolution adopting the tentative millage rates for Fiscal Year 2026.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

3 - 09.03.25 - Budget Hearing Resolution Tentative Millage Rates FY 2026.pdf

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FINANCIAL IMPACT:

BOARD OF COUNTY COMMISSIONERS

Resolution No. _____-2025

A RESOLUTION ADOPTING THE TENTATIVE MILLAGE RATES FOR FISCAL YEAR 2026

WHEREAS, the Board of County Commissioners, Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 3, 2025, at 5:05 p.m. at the Harvey Government Center, 1200 Truman Avenue, Key West, FL 33040 and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Tentative Millage Rate for each district for Fiscal Year 2026, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS, MONROE COUNTY, FLORIDA, that the following Millage Rates be adopted as the Tentative Millage Rates for Fiscal Year 2026, and is hereby adopted as follows:

County Commissioners	2.7327
General Purpose MSTU	0.1756
Local Road Patrol Law Enforcement Dist.	0.2889
Lower and Middle Keys Fire & Amb. Dist. 1	1.9076
Middle Keys Health Care MSTU	0.1125

BE IT FURTHER RESOLVED BY SAID BOARD that the aggregate millage rate be adopted as the Tentative Aggregate Millage Rate is 3.3965 for Fiscal Year 2026 which is higher than the rolled-back millage rate of 3.1157 by 9.01%.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 3rd day of September, AD 2025.

Mayor James K. Scholl	_____
Mayor *Pro Tem* Michelle Lincoln	_____
Commissioner Craig Cates	_____
Commissioner David Rice	_____
Commissioner Holly Merrill Raschein	_____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

D3

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: D3
2023-4532

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:

STAFF CONTACT: John Quinn

AGENDA ITEM WORDING: Approval of County Commission Resolution adopting the tentative budget for Fiscal Year 2026.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

4 - 09.03.25 - Budget Hearing Resolution Tentative Budget FY 2026.pdf

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FINANCIAL IMPACT:

BOARD OF COUNTY COMMISSIONERS

Resolution No. _____-2025

A RESOLUTION ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2026

WHEREAS, the Board of County Commissioners of Monroe County, Florida, pursuant to the provisions of Chapters 129 and 200, Florida Statutes, did conduct a Public Hearing on September 3, 2025, at 5:05 p.m. at the Harvey Government Center, 1200 Truman Avenue, Key West, FL 33040 and via Communications Media Technology ("CMT") using a Zoom Webinar platform, to amend and adopt a Tentative Budget for each County fund for Fiscal Year 2026, now, therefore,

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY FLORIDA, that the Budget be adopted as the Tentative Budget for Fiscal Year 2026, summarized as follows, and is hereby adopted,

Fund #	Fund Name	Amount
001	GENERAL FUND	88,390,647
100	AFFORDABLE HOUSING PROGRAMS (FORMERLY CDBG)	317,850
101	LAW ENFORCEMENT, JAIL, JUDICIAL	100,006,962
102	ROAD AND BRIDGE	11,402,056
104	MIDDLE KEYS HEALTH CARE MSTU	982,073
115	TDC DISTRICT TWO PENNY	10,241,571
116	TDC ADMIN & PROMO TWO PENNY	30,107,088
117	TDC DISTRICT 1 THIRD PENNY	23,788,964
118	TDC DISTRICT 2 THIRD CENT	3,364,265
119	TDC DISTRICT 3 THIRD CENT	7,244,436
120	TDC DISTRICT 4 THIRD CENT	4,367,666
121	TDC DISTRICT 5 THIRD CENT	7,316,477
125	GOVERNMENTAL GRANTS FUND	414,008
130	IMPACT FEES FUND - ROADWAY	607,060
131	IMPACT FEES FUND - PARKS	427,540
133	IMPACT FEES FUND - SOLID WASTE	144,183
135	IMPACT FEES FUND - FIRE FACILITIES	196,190
141	FIRE & AMBULANCE DISTRICT 1	23,816,564
147	UNINCORPORATED PARKS & BEACHES	5,720,504
148	MSTD - PLNG/BLDG/CODE/FIRE MAR	10,525,720
149	MUNICIPAL POLICING	15,292,852
150	911 ENHANCEMENT FUND	700,000
152	DUCK KEY SPECIAL SECURITY DISTRICT	166,100
153	LOCAL HOUSING ASSISTANCE TRUST FUND	2,926,836
155	AFFORDABLE HOUSING INITIATIVES	502,694
157	BOATING IMPROVEMENT FUND	2,544,747
158	MISC SPECIAL REVENUE FUND	3,942,261
160	ENVIRONMENTAL RESTORATION FUND	1,837,421
162	LAW ENFORCEMENT TRUST	2,889,498
163	COURT FACILITIES FEES TRUST	464,469
164	CLERK'S DRUG ABUSE TRUST	65,000
177	CANAL SPECIAL ASSESSMENTS	211,000
180	BUILDING FUND	6,863,527
207	DEBT SERVICE FUND	24,492,793
304	ONE CENT INFRASTRUCTURE SALES TAX	44,381,650

316	LAND ACQUISITION	242,713
317	TOURIST DEVELOPMENT TAX AFFORDABLE HOUSING	24,612,900
318	INFRASTRUCTURE SALES SURTAX REV BONDS SERIES 2025	21,803,034
401	CARD SOUND BRIDGE	5,259,712
403	MARATHON AIRPORT - O&M	13,223,604
404	KEY WEST AIRPORT - O&M	33,292,331
405	GENERAL AIRPORT REVENUE BOND	25,745,725
406	PFC & OPERATING RESTRICTIONS	9,742,615
414	SOLID WASTE MANAGEMENT	38,973,389
501	WORKER'S COMPENSATION	4,979,438
502	GROUP INSURANCE	43,061,372
503	RISK MANAGEMENT	10,888,155
504	FLEET MANAGEMENT FUND	5,499,714
610	LOSAP TRUST FUND	80,500
	TOTAL	**$674,067,874**

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a meeting of said Board held on the 3rd day of September, AD 2025.

Mayor James K. Scholl _____
Mayor *Pro Tem* Michelle Lincoln _____
Commissioner Craig Cates _____
Commissioner David Rice _____
Commissioner Holly Merrill Raschein _____

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor/Chairman

(Seal)
Attest: KEVIN MADOK, Clerk

_____
Deputy Clerk

D4

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: D4
2023-4534

BULK ITEM: No **DEPARTMENT:** Administration

TIME APPROXIMATE: **STAFF CONTACT:** John Quinn

AGENDA ITEM WORDING: Announcement of the final public budget hearing to be held on September 10, 2025, at 5:05 P.M. at the Murray Nelson Government Center, 102050 Overseas Hwy, Key Largo, FL 33037.

ITEM BACKGROUND:

PREVIOUS RELEVANT BOCC ACTION:

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:

STAFF RECOMMENDATION:

DOCUMENTATION:

FINANCIAL IMPACT:

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: E1
2023-4449

BULK ITEM: Yes

DEPARTMENT: Facilities Maintenance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Willie DeSantis

AGENDA ITEM WORDING: Permission to advertise RFP for Replacement of Permeable Pavers at Gato Parking Lot.

ITEM BACKGROUND:
The permeable pavers at the Gato building have exceeded their life-span and are in need of being replaced. Tree roots have started to lift the pavers, and the sub-base has become compacted over the years which does not allow for proper drainage.

PREVIOUS RELEVANT BOCC ACTION:
N/A

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

FINANCIAL IMPACT:
Budgeted for FY26

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: E2
2023-4461

BULK ITEM: No

DEPARTMENT: Administration

TIME APPROXIMATE:
No

STAFF CONTACT: Hurley

AGENDA ITEM WORDING: Discussion and direction on the proposed plan to transfer Higgs Beach and West Martello Tower ownership to the City of Key West.

ITEM BACKGROUND:
For years, Key West and Monroe County have discussed the fact that Higgs Beach is within the Key West City limits. From a standpoint of services and program delivery, it makes more sense for the City of Key West to manage and develop the programs most desired by the residents of the City of Key West.

Over the past several months, County staff and City staff have been discussing the opportunity to transfer Higgs Beach to the City of Key West. City staff presented the status of discussions with County staff, to their City Commission at their regular meeting on 3 September.

At this meeting County staff will present the status of the discussions with City staff and seek direction from the County Commission on future negotiations. It is anticipated there will be a need for an interlocal agreement, as the County staff have several rehabilitation projects underway, some of which is grant funded.

Higgs Beach & West Martello - Project & Funding Overview
This briefing sheet summarizes current and planned projects, funding sources, timelines, and key issues affecting Higgs Beach Park and West Martello Tower in Key West, FL.

1. Higgs Beach Restaurant LWCF Compliance - TYLin was contracted to review records proving restaurant & parking predate LWCF boundary, aiming to secure exemption from land conversion rules under 2023 LWCF Manual. Fee:
$15,180. Proposal not yet approved because this issue arose when the County approached LWCF about moving Atlantic roadway to another location. That plan was abandoned and therefore, County staff do not believe it should be pursued.

2. Higgs Beach Pavilions Restoration - K2M Design found rust damage on steel supports, failing anchor nuts, ADA ramp washout. Recommends sandblasting, repainting, replacing hardware, repairing plaster, rebuilding ramp.

3. FEMA Hurricane Ian Damage Repairs - Widespread 2022 storm damage to courts, playgrounds, fencing, pavilions, pier, shade structures, dog park. Some repairs complete (tennis/pickleball, playground, yoga platform); others in design phase.

4. Higgs Beach Seawall Assessment – Long term: CPH, LLC developing phased rebuild plan using NOAA/FEMA data & wave modeling; estimated cost is $3.3M CIP (FY26-FY28), unfunded in County Capital program. Short term: County proposes to stabilize the damaged section of seawall area. County has budgeted $400k in FY26 for this after which Key West can.

5. Reynolds Street Pier Upgrades - $568,436 FDOT TA grant (FY26-FY27) + $259,448 TDC grant. Design funding gap solved by $100,000 County funds; FOOT funds shifted to FY27 for construction.

6. West Martello Tower Repairs - National Historic Register site. FEMA requires separate project for storm repairs. Bender & Associates plans at 75% completion.

7. West Martello Rain Catchment System HMGP Current system inefficient, flood prone. Proposed: 4 new pumps, 4x1,000-gal tanks, new irrigation pump, structural hardening, electrical upgrades. Awaiting FDEM/FEMA review.

8. Higgs Beach Hurricane Ian Repairs {General Facilities) - Bender & Associates designing park repairs outside West Martello scope. Urgent items repaired, remaining in design as of Mar 2025.

9. Property Ownership & Conveyance - Two parcels to be conveyed. Third parcel is to be converted into a recreational field once the County has been able to get the parcel conveyed from the federal government to the county. County Airport Department is working with FAA and Department of Defense to identify which agency County needs to approach to request land conveyance, since hexagon parcel (previously improved with a FAA communication tower) is surrounded by County owned land. Airport is obligated to construct a soccer field on this PREFERRED site, or at the Hawk missile site.

The objective is for staff to understand and eventually integrate the BOCC's direction into future discussions and negotiations with the City of Key West.

PREVIOUS RELEVANT BOCC ACTION:
17 Aug. 2022 - BOCC approved resolution 233-2022. The original resolution was a resolution in support of the city and county entering into a land swap agreement wherein the parties were going to swap ownership of the Higgs Beach parcel for the Hawk Missile Site parcel.
15 FEB. 2022 - BOCC approved a pared down ILA that reduced the scope of the agreement between the City and County from a land swap to simply a land conveyance of the Hawk Missile site from the City of Key West to Monroe County.
22 MAR 2023 - BOCC approved rescission of the ILA dated 15 February 2023 and approved a revised ILA with the City of Key West for transfer of certain Key West properties (HAWK Missile site) in exchange for development of certain recreational facilities.
25 MAR. 2025 - BOCC approved the 1st amendment to the ILA correcting an inconsistency between Article 11 of the ILA, which was revised to correctly reflect that the county has 4 years to complete the task of constructing the recreational facility, and Article 12 of the original ILA where the revision was omitted.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
None

STAFF RECOMMENDATION: Discussion and direction

DOCUMENTATION:

Hawk Missile Site Higgs Beach land swap Resolution 233-2022.pdf
2023-03-22 Hawk ILA executed.pdf
Higgs Beach Map.GIF

FINANCIAL IMPACT:
TBD

RESOLUTION NO. 233 -2022

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA SUPPORTING THE ACQUISITION OF THE FORMER HAWK MISSILE SITE THROUGH A LAND SWAP WITH THE CITY OF KEY WEST IN EXCHANGE FOR THE COUNTY-OWNED HIGGS MEMORIAL BEACH PARK.

WHEREAS, the Board of County Commissioners of Monroe County, Florida ("the Board") is the governing body of the political subdivision of the State of Florida known as Monroe County ("the County"); and

WHEREAS, the former Hawk Missile Site ("the property") is a 43.77-acre site located approximately 800 feet north of the existing Key West International Airport, and was utilized by the United States Army during the Cuban Missile Crisis as a base for surface-to-air hawk missiles; and

WHEREAS, in 2002 the U.S. Federal Government transferred ownership of the property from the Department of Interior to the City of Key West specifically for public recreational use; and

WHEREAS, since transfer of ownership to the City of Key West, the property and its buildings have remained partially abandoned and/or used as a stockpiling area for construction materials; and

WHEREAS, the County has made an effort to acquire the property from the City of Key West with the intent of restoring a portion of the site to its natural state for mitigation purposes; and

WHEREAS, the County has owned Clarence S. Higgs Memorial Beach Park (hereinafter "Higgs Beach"), located at 1000 Atlantic Blvd. in Key West and comprising approximately 16.5 acres of oceanfront property, for decades; and

WHEREAS, the Board, acting as the governing body of the County supports swapping Higgs Beach to the City of Key West in exchange for the Hawk Missile Site; and

WHEREAS, once the County acquires the property, the Board intends to use the property as a public park and recreation area with a portion of the site being restored to its natural state with native vegetation and ecological conditions; and

WHEREAS, the restored site will serve as a mitigation area for wetland impacts resulting from Key West International Airport improvement projects and will be maintained as such under a conservation easement in perpetuity by the County; and

WHEREAS, space for passive public recreational use would be included as part of restoration efforts as was intended during the 2002 transfer of ownership from the Department of Interior to the City of Key West; and

WHEREAS, Monroe County and Key West International Airport administration have a vision for the property and believe in its potential future as a clean, safe, recreational environment for Monroe County residents and visitors alike; and

WHEREAS, Monroe County continues to work in partnership with local and federal agencies, including the National Park Service, to protect and maintain the environmental health of the Florida Keys and particularly that of the Hawk Missile Site

NOW, THEREFORE BE IT RESOLVED THAT THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:

Section 1. Expresses its support for the acquisition of the former Hawk Missile Site from the City of Key West.

Section 2. Supports a land swap of County-owned Clarence S. Higgs Memorial Beach Park in exchange for the former Hawk Missile Site.

Section 3. This resolution shall become effective upon adoption.

PASSED AND ADOPTED by the Board of County Commissioners of Monroe County, Florida, at a regular meeting held on the 17th day of August, 2022.

Mayor David Rice	Yes
Mayor Pro Tem Craig Cates	Yes
Commissioner Michelle Coldiron	Yes
Commissioner James K. Scholl	Yes
Commissioner Holly Merrill Raschein	Yes

FILED FOR RECORD
2022 SEP -9 AM 9:25
CLERK CIR. CT.
MONROE COUNTY, FL

(SEAL)

ATTEST: KEVIN MADOK, CLERK

By: _____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Mayor David Rice

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

PEDRO J. MERCADO
ASSISTANT COUNTY ATTORNEY

Date 8/11/22

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: May 9, 2023

TO: Pedro Mercado,
Assistant County Attorney

Abra Campo,
Contract Administrator

FROM: Liz Yongue, Deputy Clerk

SUBJECT: March 22, 2023 BOCC Meeting

The below item has been executed and added to the record:

T6 Revised Interlocal Agreement (ILA) between the City of Key West and Monroe County setting forth the terms for the conveyance of the Hawk Missile Site from the City of Key West to Monroe County and rescission of the ILA approved at the February 15, 2023 regular meeting, agenda item O-9.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: Finance
File

HAWK MISSILE SITE/HIGGS BEACH

INTERLOCAL AGREEMENT

This Agreement is made and entered into by MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, FL, 33040, ("COUNTY"), and the City of Key West, a municipal corporation of the State of Florida, whose address is 1300 White Street, Key West, Florida 33040 (the "CITY").

WHEREAS, the CITY, owns two parcels known as the HAWK Missile Site, which is adjacent to the COUNTY owned and operated Key West International Airport "KWIA"; and more specifically identified by Monroe County Property Appraiser parcel i.d. numbers 00066230-000000 and 00065940-000000; and

WHEREAS, the COUNTY desires to acquire the HAWK Missile site property to serve as mitigation for a taxiway extension project at KWIA; and

WHEREAS, Section 7.03(a) of the City Charter authorizes the City to convey City owned property to the County without a referendum; and

WHEREAS, the COUNTY owns and operates Higgs Beach as a public park located within the city limits of Key West that is funded by county-wide ad valorem taxes; and

WHEREAS, in exchange for the Hawk Missile site the COUNTY has offered to develop certain recreational facilities at the Hawk Missile Site or at Higgs Beach in accordance with the CITY's vision; and

WHEREAS, the parties desire to enter into an interlocal agreement for conveyance of the HAWK Missile site parcels to the COUNTY in exchange for development of certain recreational facilities and for HAWK to be used as mitigation solely for the KWIA improvement project involving the extension of the existing taxi way to match the runway length of Runway 9-27 at 5,076 feet with the only exception being that if mitigation credits are available, the HAWK Missile Site Parcels may also be used for mitigation of the recreational improvements contemplated by this agreement.

NOW, THEREFORE IT IS AGREED:

1. **PROPERTY**. The properties covered by this agreement include the following parcels:

"HAWK Missile Site" – approximately 51.56 acres bordered by the Riviera Canal on the north, Key West International Airport on the South, Little Hamaca Park on the West, and a mangrove covered parcel on the east having parcel ID number 65930-000000. HAWK is comprised of parcel ID numbers 00066230-000000 and 00065940-000000, excluding a .82 acre parcel owned by the U.S. government having a parcel ID number of 00066230-000100 that is surrounded by both parcels, as shown in Exhibit "A"

2. **SEQUENCE OF ACTIONS**.

A. Within 30 days of the effective date of this agreement, the CITY shall deed the HAWK Missile Site to the County, in a form approved by the National Park Service (NPS) and acceptable to the County Attorney, subject to the covenants and restrictions contained herein.

B. Within 6 months of the effective date of this agreement, the CITY shall relocate the existing City-owned equipment and materials from the HAWK Missile Site offsite to any non-County owned property at the choice of the City. Any remaining materials or equipment shall become the property of the COUNTY;

C. The COUNTY may commence or complete the design and permitting process for using the HAWK Missile Site for the sole use as mitigation for the KWIA project involving the extension of the existing taxiway to match Runway 9-27 as they currently exist at 5,076 feet and for no other purpose except as otherwise provided for in this agreement.

3. **TERM**. Subject to and upon the terms and conditions set forth herein, this Agreement shall continue in force for a term of 5 years commencing as of the 22nd day of March, 2023 and ending on the 21st day of March, 2028.

4. **USE AND CONDITIONS**.

A. Upon conveyance of the Hawk Missile Site Properties, Monroe County shall be responsible for compliance with the terms of the March 18, 2002 Quit-Claim Deed (recorded in the Official Records of Monroe County Book #1772, Page #1214) which transferred ownership of the Hawk Missile Site from the United States of America to the City of Key West and a restrictive covenant limiting the use of the HAWK conveyance as mitigation for a taxiway extension to match Runway 9-27 at 5,076 feet in a form acceptable to the parties.

B. The responsibilities of the parties in this conveyance are also attached to this ILA as Exhibit "B".

5. **ALTERATIONS AND IMPROVEMENTS**. Within 12 months of the conveyance of HAWK, the CITY shall submit to the County conceptual designs for recreational improvements to be constructed at the Hawk Missile Site parcels and for the elevated bike path connecting the western end of Government Road to South Roosevelt Blvd. All improvements shall be subject to approval by all local, state and federal agencies having jurisdiction.

6. **RECORDS – ACCESS AND AUDITS**. The CITY shall maintain adequate and complete records for a period of four years after termination of this Agreement or as otherwise provided by law. The COUNTY, its officers, employees, agents and contractors shall have access to the CITY's books, records, and documents related to this Agreement upon request. The access to and inspection of such books, records, and documents by the COUNTY shall occur at any reasonable time.

7. **INSURANCE**. The parties to this agreement stipulate that each is a state governmental agency as defined by Florida Statutes and represents to the other that it has purchased suitable Public Liability, Vehicle Liability, and Workers' Compensation insurance, or is self-insured, in amounts adequate to respond to any and all claims under federal or state actions for civil rights violations, which are not limited by Florida Statutes Section 768.28 and Chapter 440, as well as any and all claims within the limitations of Florida Statutes Section 768.28 and Chapter 440, arising out of the activities governed by this agreement.

To the extent allowed by law, each party shall be responsible for any acts of negligence on the part of its employees, agents, contractors, and subcontractors and shall defend, indemnify and hold the other party harmless from all claims arising out of such actions. Nothing contained herein shall be deemed to waive the CITY's or COUNTY's sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

The Parties agree to keep in full force and effect the required insurance coverage during the term of this Agreement. Copies of current policy certificates shall be filed with the COUNTY whenever acquired or amended.

8. **HOLD HARMLESS**. To the extent allowed by law, the CITY is liable for and must fully defend, release, discharge, indemnify and hold harmless the COUNTY, the members of the County Commission, COUNTY officers and employees, and the Sheriff, and Sheriff's Office, and its officers and employees, from and against any and all claims, demands, causes of action, losses, costs and expenses of whatever type – including investigation and witness costs and expenses and attorney's fees and costs – that arise out of or are attributable to the CITY's operations on the Hawk Missile Site except for those claims, demands, damages, liabilities, actions, causes of action, losses, costs and expenses that are the result of the sole negligence of the COUNTY. The CITY's purchase of the insurance required under this Agreement does not release or vitiate its obligations under this paragraph. Neither the County nor the CITY waives any of its respective sovereign immunity rights including but not limited to those expressed in Section 768.28, Florida Statutes.

9. **SUBORDINATION**. This Agreement is subordinate to the laws and regulations of the United States, the State of Florida, the COUNTY and the CITY, whether in effect on commencement of this Agreement or adopted after that date.

10. **INCONSISTENCY**. If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to the intent of this agreement.

11. **GOVERNING LAWS/VENUE**. This Agreement is governed by the laws of the State of Florida and the United States. Venue for any dispute arising under this Agreement must be in Monroe County, Florida. In the event of any litigation, the prevailing party is entitled to a reasonable attorney's fee and costs.

12. **CONSTRUCTION**. This Agreement has been carefully reviewed by the CITY and the COUNTY. Therefore, this Agreement is not to be construed against any party of the basis of authorship.

13. **NOTICES**. Notices in this Agreement, unless otherwise specified, must be sent by certified mail to the following:

COUNTY:
Monroe County Administrator
1100 Simonton Street
Key West, FL 33040

CITY:
Key West City Manager
1300 White St.
Key West, FL 33040

With copies to:

Monroe County Attorney
P.O. Box 1026
Key West, FL 33040

Key West City Attorney
1300 White St.
Key West, FL 33040

14. **FULL UNDERSTANDING**. This Agreement is the parties' final mutual understanding. It replaces any earlier agreements or understandings, whether written or oral. This Agreement cannot be modified or replaced except by another written and signed Agreement.

15. **EFFECTIVE DATE**. This Agreement will take effect upon the second signature of the parties to the Agreement.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, each party has caused this Agreement to be executed by its duly authorized representatives.

(SEAL)
ATTEST: KEVIN MADOK,
CLERK OF MONROE COUNTY, FL

BY: _____
AS DEPUTY CLERK

MONROE COUNTY BOARD
OF COUNTY COMMISSIONERS

BY: _____
MAYOR

Approved for form and legal sufficiency for
The sole reliance of the Board of County
Commissioners of Monroe County, FL:

_____
Pedro Mercado
Sr. Assistant County Attorney

****

(SEAL)
ATTEST: CHERYL SMITH
CITY CLERK

BY: _____
CLERK

CITY COMMISSION
CITY OF KEY WEST

BY: _____
MAYOR

Approved for form and legal sufficiency for
The sole reliance of the City Commission of
The City of Key West, FL

_____
Ronald Ramsingh
Interim City Attorney

FILED FOR RECORD
2023 MAY -9 PM 3:30
CLK. CIR. CT.
MONROE COUNTY, FLA.

EXHIBIT A

qPublic.net™ Monroe County, FL



Overview



Legend

- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

Parcel ID	00066230-000000	**Alternate ID**	1070181	**Owner Address**	CITY OF KEY WEST
Sec/Twp/Rng	03/68/25	**Class**	STATE PARKS		PO Box 1409
Property Address	VACANT LAND KEY WEST				Key West, FL 33041
District	10KW				
Brief Tax Description	KW 2 SHEETS PB4-69 PLAT OF SURVEY ON TWO SHEETS PART OF LANDS FORMERLY OWNED BY KEY WEST IMPROVEMENT INC PT OF PARCEL 42 OR308-94/96 OR1772-1214/34Q/C (Note: Not to be used on legal documents)				

Date created: 8/3/2021
Last Data Uploaded: 8/3/2021 2:16:20 AM

Developed by Schneider GEOSPATIAL

EXHIBIT A

qPublic.net™ Monroe County, FL



Overview



Legend

- Major Roads
- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Parcels

Parcel ID	00065940-000000	**Alternate ID**	1068799	**Owner Address**	CITY OF KEY WEST
Sec/Twp/Rng	03/68/25	**Class**	STATE PARKS		PO Box 1409
Property Address	VACANT LAND KEY WEST				Key West, FL 33041
District	10KW				
Brief Tax Description	KW PLAT OF SURVEY OF LANDS ON ISLAND OF KEY WEST MONROE COUNTY FLA PT TR 41 PB 3-35 OR308-94/96 OR1772-1214/34Q/C (Note: Not to be used on legal documents)				

Date created: 8/3/2021
Last Data Uploaded: 8/3/2021 2:16:20 AM

Developed by Schneider GEOSPATIAL

Exhibit "B"

Regarding HAWK, COUNTY shall:

1. In addition to the existing restrictive covenants regarding recreational use, enter into a restrictive covenant that the 2 transferred parcels shall only be used to mitigate the construction of taxiway extension(s) to match the length of runway 9-27 at their current length of 5,076 feet in a form acceptable to the City Attorney. With the exception of mitigation that may be required in conjunction with the elevated bike path and/or the recreational improvements contemplated by this agreement at HAWK parcels, the 2 parcels shall not be used as mitigation of any other airport projects including but not limited to: terminal extension, new terminal construction, outparcel development ancillary to airport use, runway extension, new runway construction, aircraft parking/storage, or any other construction project requiring environmental mitigation whatsoever without the expressed consent of CITY in an amendment to the ILA and restrictive covenant(s).
2. To the extent allowed by city, county, and federal laws and regulations governing the airport and the salt ponds, support the CITY's effort to construct an elevated bicycle path connecting the western portion of Government Road to South Roosevelt Blvd. over COUNTY parcel ID# 64850-000100 and CITY parcel ID# 66240-000000 within 3 years of the design submission by CITY. If approved, and subject to future negotiations, COUNTY and CITY agree to participate in the construction costs equally.
3. Advocate for continued funding of the Noise Insulation Program (NIP) in order to continue to provide noise mitigation improvements to affected homeowners as dictated by the Noise Contour maps and as approved by the Federal Government.
4. Within 6 months remove all materials and equipment stored at the Hawk Missile Site to a CITY owned or controlled area of CITY's choosing, all remaining materials and equipment shall become the property of COUNTY.
5. Keep HAWK open and accessible to the public for recreational purposes.
6. Not unreasonably withhold cooperation with approvals to build the elevated bicycle path.
7. If COUNTY cannot fulfill the obligations contained in paragraph 11, COUNTY shall exercise all reasonable diligence to design, demolish, build, and construct an open recreational field on the area described in Exhibit "C" measuring approximately 300' x100'.

Regarding HAWK, CITY shall:

8. Convey title to the 2 HAWK parcels subject to the existing restrictive covenants and new covenants regarding use for mitigation consistent with this ILA and in a form acceptable to COUNTY and CITY within 30 days of approval of the ILA.
9. Provide a design concept for the elevated bike path and recreational improvements within 12 months that is in accordance with all deed restrictions, is feasible and is permittable for approval by all local, state, and federal agencies having jurisdiction.
10. Not unreasonably withhold cooperation with approvals to build the elevated bicycle path.

Regarding HIGGS, COUNTY shall:

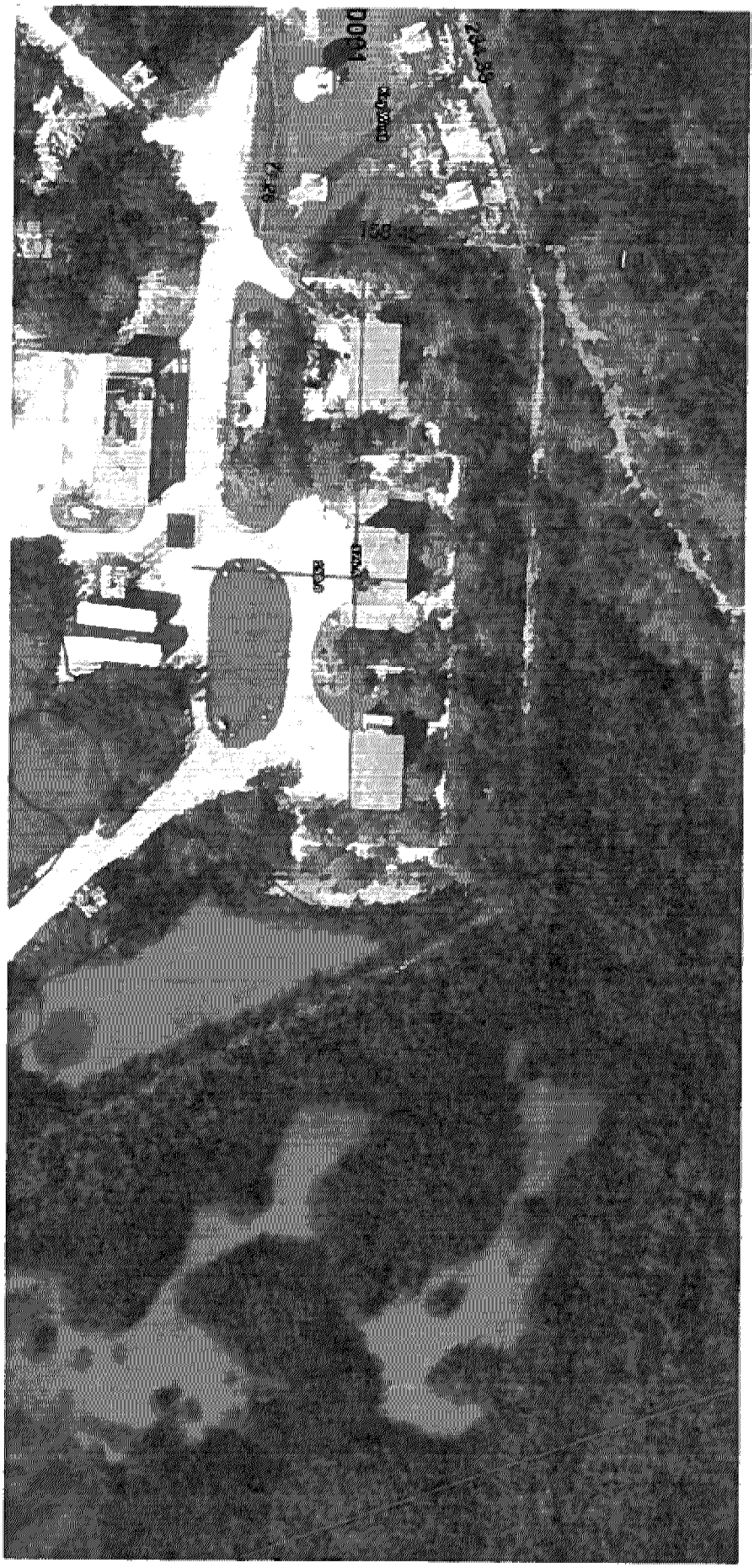
11. Within four (4) years of the effective date of this Agreement, COUNTY shall exercise all reasonable due diligence to relocate the Navigational Directional Beacon (NDB) off of Higgs Beach, rectify any environmental concerns on said parcel, and design and build an open recreational field at the NDB and surrounding site in a form and design acceptable to CITY on the area described in Exhibit "C" measuring approximately 300' x100'.

Other Stipulations:

12. If COUNTY is not able to perform the obligations regarding an open recreational field as contained in this Agreement within two (2) years, COUNTY shall pay CITY a sum of Two Million Dollars ($2,000,000.00) as liquidated damages unless an extension is agreed upon by COUNTY and CITY. If an extension is granted, the liquidated damages shall survive the extension and be applicable at the expiration of such an extension.
13. COUNTY shall pay for and install an appropriate memorial to Richard Recupero for whom HAWK was named in a form and location approved by CITY.
14. COUNTY shall submit semi-annual written progress reports to CITY regarding the terms of this ILA.

EXHIBIT
stobler
C

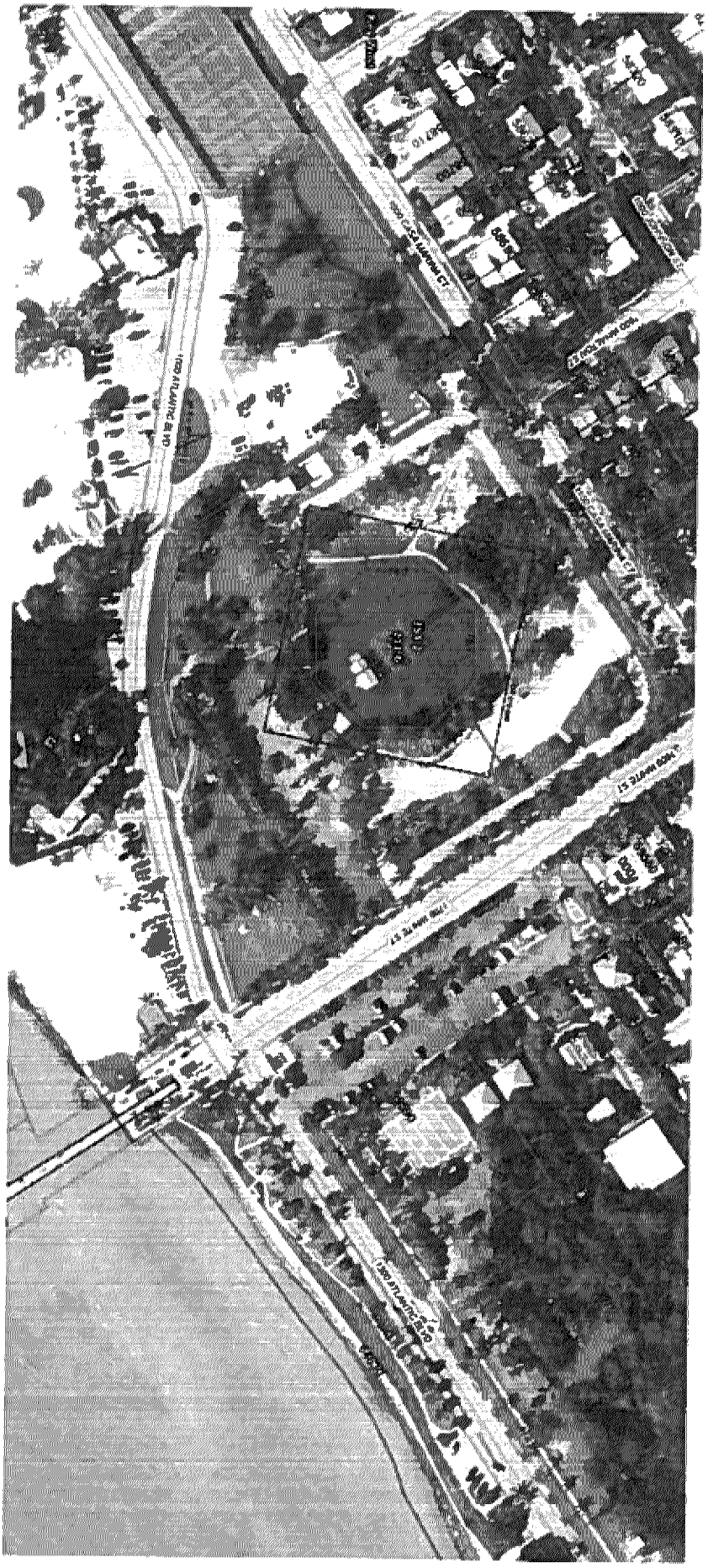
HAWK



EXHIBIT

Exhibit C

Higgs




Ferreo Tower

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: F1
2023-4515

BULK ITEM: Yes **DEPARTMENT:** County Attorney

TIME APPROXIMATE: **STAFF CONTACT:** Pedro Mercado

AGENDA ITEM WORDING: Approval and delegation of authority to the Mayor to execute the supplements to the Aircraft sublease agreement, as approved by the County Attorney, and delegation of authority to the Mayor to DocuSign a copy of the supplements to the Aircraft sublease agreement, along with a copy of the Aircraft sublease agreement, for purposes of registration filing with the FAA.

ITEM BACKGROUND:
The county has to register its newly acquired TraumaStar helicopters with the FAA. As part of the FAA registration process the county has to submit a copy of the Aircraft Sublease Agreement entered into with the Sheriffs office for operation of the helicopters by the Sheriff's Office. In addition to the Aircraft Sublease Agreement, the county has to also file a sublease supplement. The supplements are the form of acceptance certificates under the sublease that attach each specific helicopter tot eh sublease with respect to the FAA filing.

PREVIOUS RELEVANT BOCC ACTION:
Approved the Aircraft Sublease Agreement at the August 20, 2025 regularly scheduled BOCC meeting.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Sublease Supplement No. 1 N911LK.pdf
Sublease Supplement No. 1 N911RR.pdf

FINANCIAL IMPACT:
N/A

SUBLEASE SUPPLEMENT NO. 1
(MSN 41605; N911LK)

Dated: _____ __, 2025

PURSUANT TO THE AIRCRAFT SUBLEASE AGREEMENT (the "**Sublease**") dated as of August 20, 2025, by and between **MONROE COUNTY, FLORIDA** a political subdivision of the State of Florida, with offices at 1100 Simonton Street, Key West, Florida 33040 (hereinafter referred to as the "**Sublessor**"), as sublessor, and **MONROE COUNTY SHERIFF'S OFFICE**, a political subdivision of the State of Florida, with offices at 10100 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as "**Sublessee**"), as sublessee, this Sublease Supplement No. 1 is executed by the parties hereto to confirm that on this ____ day of _____ 2025:

(i) the following described airframe:

Manufacturer:	AugustaWestland Philadelphia Corporation
Model:	AW 139 Helicopter
Manufacturer's Serial No.:	41605
U.S. Registration:	N911LK

(ii) together with the two (2) following described engines:

Manufacturer:	Pratt & Whitney
Model:	PT6C-67C
Manufacturer's Serial Nos.:	PCE-KB2969
	PCE-KB3023

(iii)	M/R Blades:	#1	AW7203
		#2	AW7190
		#3	AW7263
		#4	AW7258
		#5	AW7226
	Main GB Assy		AW37
	M/R Hub Assy		AW1068
	Tail GB Assy		BBA5996

(iv) together with all aircraft documents and records, (collectively, the "**Aircraft**"),

were delivered by Sublessor to Sublessee and were accepted by Sublessee under and subject to the terms and conditions of the Sublease. The parties hereto confirm that on the date hereof (i) the Aircraft (as defined herein) was duly accepted by Sublessee for subleasing under the Sublease, (ii) the Aircraft became subject to and governed by the provisions of the Sublease, (iii) the Sublease is in full force and effect, and (iv) all the terms and provisions of the Sublease are hereby fully incorporated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Supplement No. 1 (MSN 41605; N911LK) to be executed and delivered by their duly authorized representatives as of the day and year above written.

SUBLESSOR:

Monroe County, Florida
1100 Simonton Street, Suite 2-213
Key West, Florida 33040
Attention: County Administrator
Fax No.: (305) 292-4515

By: _____

Name:
Title:

SUBLESSEE:

Monroe County Sheriff's Office
5525 College Road
Marathon, Florida 33050
Attn: General Counsel
Fax No: (305) 292-7070

By: _____

Name: Richard Ramsay
Title: Sheriff

SUBLEASE SUPPLEMENT NO. 1
(MSN 41601; N911RR)

Dated: _____, 2025

PURSUANT TO THE AIRCRAFT SUBLEASE AGREEMENT (the "**Sublease**") dated as of August 20, 2025, by and between **MONROE COUNTY, FLORIDA** a political subdivision of the State of Florida, with offices at 1100 Simonton Street, Key West, Florida 33040 (hereinafter referred to as the "**Sublessor**"), as sublessor, and **MONROE COUNTY SHERIFF'S OFFICE**, a political subdivision of the State of Florida, with offices at 10100 Overseas Highway, Marathon, Florida 33050 (hereinafter referred to as "**Sublessee**"), as sublessee, this Sublease Supplement No. 1 is executed by the parties hereto to confirm that on this ____ day of _____ 2025:

(i) the following described airframe:

Manufacturer:	AugustaWestland Philadelphia Corporation
Model:	AW 139 Helicopter
Manufacturer's Serial No.:	41601
U.S. Registration:	N911RR

(ii) together with the two (2) following described engines:

Manufacturer:	Pratt & Whitney
Model:	PT6C-67C
Manufacturer's Serial Nos.:	PCE-KB2954
	PCE-KB2955

(iii)	M/R Blades:	#1	AW7174
		#2	AW7171
		#3	AW7184
		#4	AW7205
		#5	AW7197
	Main GB Assy		AW36
	M/R Hub Assy		AW1071
	Tail GB Assy		BBA5415

(iv) together with all aircraft documents and records, (collectively, the "**Aircraft**"),

were delivered by Sublessor to Sublessee and were accepted by Sublessee under and subject to the terms and conditions of the Sublease. The parties hereto confirm that on the date hereof (i) the Aircraft (as defined herein) was duly accepted by Sublessee for subleasing under the Sublease, (ii) the Aircraft became subject to and governed by the provisions of the Sublease, (iii) the Sublease is in full force and effect, and (iv) all the terms and provisions of the Sublease are hereby fully incorporated herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Sublease Supplement No. 1 (MSN 41601; N911RR) to be executed and delivered by their duly authorized representatives as of the day and year above written.

SUBLESSOR:

Monroe County, Florida
1100 Simonton Street, Suite 2-213
Key West, Florida 33040
Attention: County Administrator
Fax No.: (305) 292-4515

By: _____

Name:
Title:

SUBLESSEE:

Monroe County Sheriff's Office
5525 College Road
Marathon, Florida 33050
Attn: General Counsel
Fax No: (305) 292-7070

By: _____

Name: Richard Ramsay
Title: Sheriff

F2

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: F2
2023-4520

BULK ITEM: No

DEPARTMENT: County Attorney

TIME APPROXIMATE:
N/A

STAFF CONTACT: Bob Shillinger

AGENDA ITEM WORDING: Request for Closed Session in the matter of *Monroe County v. NGM Insurance Company*, Case No. 25-CA-538-MR to be held at the September 10, 2025 County Commission meeting in Key Largo at 9 am or as soon thereafter as may be heard.

ITEM BACKGROUND:
The County is a plaintiff in the mater of *Monroe County v. NGM Insurance Company*, Case No. 25-CA-538-MR. The County Attorney needs to discuss the litigation to seek Board input regarding trial strategy and litigation expenditures. Persons in attendance will include the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Sr. Assistant County Attorney Christine Limbert-Barrows, special counsel Ira Libanoff, Esq. & Nestor Bustamante, Esq. of the firm Hinckley, Allen, and a certified court reporter. The requested closed session would be held at the 9/10/25 BOCC Meeting in Key Largo, Florida at 9 am or as soon thereafter as may be heard.

PREVIOUS RELEVANT BOCC ACTION:
None

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

Request_for_Closed_Session NGM Ins Co 9.3.25 for 9.10.25.docx

FINANCIAL IMPACT:
N/A

Request for Closed Session by County Attorney

For the record, Bob Shillinger, in my capacity as County Attorney for the Board of County Commissioners of Monroe County:

As you are aware, the County is currently in litigation in the matter of *Monroe County, Florida v. NGM Insurance Company,* Case No. 25-CA-538-MR. The County is a Plaintiff in the case. I need your advice concerning the litigation and request that you schedule a private meeting.

The subject matter of this meeting will be confined to settlement negotiations and strategy sessions related to litigation expenditures.

The persons to be in attendance at this closed meeting will be the County Commissioners, County Administrator Christine Hurley, County Attorney Bob Shillinger, Assistant County Attorney Christine Limbert-Barrows, special litigation counsel Ira L. Libanoff and Nestor Bustamante, III of the firm Hinckley, Allen, and a certified court reporter. By law, no other persons are permitted to be present at the meeting. It is estimated that the meeting will take approximately thirty (30) minutes.

As required by law, the court reporter shall record the times of commencement and termination of the meeting, all discussions and proceedings, the names of all persons present at any time, and the names of all persons speaking. No portion of the meeting will be "off the record." The court reporter's notes will be fully transcribed, sealed, and then filed with Kevin Madok, as Clerk. The transcript shall be made part of the public record upon conclusion of the litigation.

It is requested that you schedule the closed meeting of the Board to be held at the regular meeting scheduled for September 10, 2025 in Key Largo, Florida, at 9:00 a.m., or as soon thereafter as the matter may be heard.

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: G1
2023-4476

BULK ITEM: Yes

DEPARTMENT: Budget and Finance

TIME APPROXIMATE:
N/A

STAFF CONTACT: Cathy Crane

AGENDA ITEM WORDING:

Approval of Agreement for the State mandated Community Transportation for the Disadvantaged (CTD) program with Guidance/Care Center for the FY26 in the total amount of $842,963.00, the Innovative Service Development program in the amount of $9,172.00, Baker Act Transportation service program in the amount of $210,740.00, Community Transportation Coordinator-related transportation services in the amount of $22,781.00 and Social Services Transportation Disadvantaged Program (SSTDP) in the amount of $600,000.00 for Fiscal Year 2026. **TIME APPROXIMATE 5:06 P.M.**

ITEM BACKGROUND:

The County annually provides the required local match for transportation services for the disadvantaged and Baker Act, which for FY2026 totals $22,781.00 for CTD, $9,172.00 for ISD, and $210,740.00 for Baker Act Transportation. In addition, $600,000.00 is allocated for the Social Services Transportation Disadvantaged Program (SSTDP) budget, which for the first time will be administered by the Community Transportation Coordinator to expand access for the transportation disadvantaged residents countywide.

PREVIOUS RELEVANT BOCC ACTION:
BOCC approved Sept 11, 2024 - Approval of Agreement with Guidance Care Center for the community transportation for the disadvantaged CTD Program, Innovative Services Develpment program, and the Baker Act Transportation program in the amount of $244,581.00.

Budget Meeting, 7/15/2025, Item C. FISCAL YEAR 2026 BUDGET PRESENTATION

INSURANCE REQUIRED:
Yes

CONTRACT/AGREEMENT CHANGES:
Agreement changed to include the Social Services Transportation Disadvantaged Program (SSTDP) transportation services.

STAFF RECOMMENDATION: Approval.

This enhancement will streamline services and eliminate redundancies, and most importantly, it will provide a more robust transportation system for Monroe's transportation disadvantaged.

DOCUMENTATION:

O3_Guidance Care Center.pdf
2025-26 Monroe ISD G3F30- E.pdf
2025-2026 Trip & Equipment Grant #G3E09- Monroe County- E.pdf
2025 03 Guidance Care Center exp 7.1.25 signed.pdf
2025 07 COI Guidance Care Center GL AL PL exp 7.1.26 WC exp 3.1.26 signed.pdf
Contract - Transportation_Baker_CTD_SSTDP_AND_ISD FY26 Signed Combined (w Addtl Insured).pdf

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FINANCIAL IMPACT:

Cost shall not exceed a total reimbursement amount of $842,693.00.

Kevin Madok, CPA

Clerk of the Circuit Court & Comptroller – Monroe County, Florida

DATE: July 25, 2025

TO: Cathy Crane, Director
Community Services

ATTN: Lourdes Francis, Sr. Administrator
Social Services

Kim Wilkes Wean, Sr. Administrator
Social Services

FROM: Liz Yongue, Deputy Clerk

SUBJECT: July 16, 2025 BOCC Meeting

The following item has been executed and added to the record:

O3 Standard Coordination/Operator Contract between the Guidance/Care Center, Inc., as the designated Community Transportation Coordinator, and Monroe County for the contract period of 07/01/2025 to 06/30/2026. This is a non-monetary partnership/collaboration contract required by the State of Florida Commission for the Transportation Disadvantaged.

Should you have any questions please feel free to contact me at (305) 292-3550.

cc: County Attorney
Finance
File

Effective: 07/01/25-6/30/26

STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

STANDARD COORDINATION/OPERATOR CONTRACT

THIS CONTRACT is entered into between The **GUIDANCE/CARE CENTER, INC.**, a Florida 501(c)3 not-for-profit corporation, designated pursuant to Chapter 427, F.S., to serve the transportation disadvantaged for the community that includes the entire area of MONROE County, and hereinafter referred to as the "Coordinator" and **MONROE COUNTY BOARD OF COUNTY COMMISSIONERS,** hereinafter referred to as the "Agency/Operator". The terms and conditions of this Contract are effective **July 1, 2025**, and will continue through **June 30, 2026.**

WHEREAS, the Coordinator is required, under Rule 41-2.011, F.A.C., when cost effective and efficient, to enter into contract with a transportation Agency/Operator to provide transportation services; and

WHEREAS, transportation disadvantaged funds includes any local government, state or federal funds that are for the transportation of transportation disadvantaged; and

WHEREAS, the Coordinator desires to contract with the Agency/Operator for the provision of transportation services for the transportation disadvantaged; and

WHEREAS, the Coordinator believes it to be in the public interest to provide such transportation services through the Agency/Operator for the residents of the service area who are clients of the Agency/Operator; and

WHEREAS, the Agency/Operator will provide the Coordinator the opportunity to develop a proposal for any new transportation services needed; and

WHEREAS, the Agency/Operator, in an effort to coordinate available resources, will make available transportation services to the Coordinator.

WHEREAS, this Contract allows for the provisions of transportation services be provided by the Agency/Operator, in accordance with Chapter 427, F.S., Rule 41-2, F.A.C., and the most current Community Transportation Coordinator policies.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

THE AGENCY/OPERATOR SHALL:

A. Provide services and vehicles according to the conditions specified in Attachment I.

B. Coordinate available resources and make available transportation services to the Coordinator. Such services shall be provided in accordance with Attachment I. This

contract currently excludes the coordination of Medicaid trips. A separate Medicaid transportation contract will be negotiated.

C. Every three (3) months, submit to the Coordinator a Quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic, operational and financial data regarding coordination activities in the designated service area. The reported data will include information regarding all transportation provided by the Agency/Operator (including but not limited to CTC, Medicaid...) The report shall be prepared on forms provided by the Commission for the Transportation Disadvantaged, hereinafter Commission, and according to the instructions for the forms.

D. Comply with audit and record keeping requirements by:

1. Utilizing the Commission 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/Operators 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, invoices, 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.

2. Maintaining and filing with the Coordinator such progress, fiscal, inventory and other reports as the Coordinator may require during the period of this contract.

3. By reserving to the Coordinator, the right to conduct finance and compliance audits at any time. Such audits conducted by the Coordinator will be at the expense of the Coordinator.

E. 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 Agency/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.

F. Comply with Safety Requirements by:

1. Complying with Section 341.061, F.S., and Rule 14-90, F.A.C., concerning System Safety or complying with Chapter 234.051, F.S., regarding school bus safety requirements for those services provided through a school board;

2. Assuring compliance with local, state, and federal laws, and Commission policies relating to drug testing, and;

3. Complying with Coordinator's System Safety Program Plan (SSPP) for designated service area.

G. Comply with Commission insurance requirements by maintaining at least minimum liability insurance coverage in the amount of $100,000 for any one person and $200,000 per occurrence at all times during the existence of this Contract. In the event of any cancellation or changes in the limits of liability in the insurance policy, the insurance agent or broker shall notify the Coordinator. The Agency/Operator shall furnish the Coordinator written verification of the existence of such insurance coverage prior to the execution of this Contract or proof of a self-insurance program operated by the Agency/Operator. School board vehicle insurance coverage shall be in accordance with Section 234.03, F.S. and 234.211, F.S.

H. 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 205.50, 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.

I. Protect Civil Rights by:

1. Complying with Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, as amended. The Agency/Operator gives this assurance in consideration of and for the purpose of obtaining federal grants, loans, contracts (except contracts of insurance or guaranty), property, discounts, or other federal financial assistance to programs or activities receiving or benefiting from federal financial assistance and agreeing to complete a Civil Rights Compliance Questionnaire if so required by the Coordinator. Agency/Operator shall also assure compliance with:

   a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et seq., which prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving or benefiting from federal financial assistance.

   b. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability in programs and activities receiving or benefiting from federal financial assistance.

   c. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.

   d. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving or benefiting from federal financial assistance.

e. The Omnibus Budget Reconciliation Act of 1981, P.L. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.

f. All regulations, guidelines, and standards lawfully adopted under the above statutes.

g. The Americans with Disabilities Act of 1990, as it may be amended from time to time.

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 Agency/Operator, its successors, subcontractors, transferees, and assignees for the period during which such assistance is provided. Assuring that operators, subcontractors, sub grantees, 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, regulations, guidelines, and standards. In the event of failure to comply, the Agency/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.

J. The Agency/Operator, as a political sub-division of the State of Florida, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible to the limits set forth in such statute for its own negligent acts or omissions, or intentional tortuous acts, which result in claims or suits against either the Agency/Operator or Coordinator, and agrees to be liable to the statutory limits for any damages proximately caused by said acts or omissions, or intentional tortuous acts.

Nothing contained in this Section shall be construed to be a waiver by either party of any protections under sovereign immunity, Section 768.28 Florida Statutes, or any other similar provision of law. Nothing contained herein shall be construed to be a consent by either party to be sued by third parties in any matter arising out of this or any other Agreement.

K Comply with all standards and performance requirements of the:

1. The Commission for the Transportation Disadvantaged [Attachment II];

2. The local Coordinating Board approved Transportation Disadvantaged Service Plan and;

3. Any entities that purchase service.

Failure to meet the requirements or obligations set forth in this Contract, and performance requirements established and monitored by the Coordinating Board in the approved Transportation Disadvantaged Service Plan shall be due cause for non-payment of reimbursement invoices until such deficiencies have been addressed or corrected to the satisfaction of the Coordinator.

L. Provide Corrective Action. A corrective action notice is a written notice to the Agency/Operator that the Agency/Operator is in breach of certain provisions of this Contract and that correction is required. Any corrective action notice will specify a reasonable time for corrective action to be completed. The Agency/Operator agrees to implement the Corrective Action specified in the notice and provide written documentation to substantiate the implementation of the Corrective Action.

M. All contracts, subcontracts, coordination contracts will be reviewed annually by the Coordinator and local Coordinating Board for conformance with the requirements of this Contract.

N. Return to the Coordinator any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Contract that were disbursed to the Agency/Operator by the Coordinator. The Agency/Operator shall return any overpayment within thirty (30) calendar days after either discovery by the Agency/Operator, or notification of the Agency/Operator by the Coordinator or entity purchasing transportation, whichever is earlier. In the event that the Coordinator first discovers an overpayment has been made, the Coordinator will notify the Agency/Operator by letter of such a finding. Should repayment not be made in a timely manner, the Coordinator or purchasing entity will charge interest after thirty (30) calendar days after the date of notification or discovery, or the Coordinator will deduct said amount from future invoices.

O. In performing this Contract, the Agency/Operator shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Agency/Operator shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Contract, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in subcontracts relating to the performance of this Contract, except subcontracts for standard commercial supplies or raw materials. The Agency/Operator shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the nondiscrimination clause.

P. By execution of this Contract, the Agency/Operator represents that 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. Funds disbursed to the Agency/Operator under this Contract shall not be expended for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

THE COORDINATOR SHALL:

A. Recognize the Agency/Operator as described in Chapter 427, F.S., and Rule 41-2, F.A.C.

B. Insure that entities with transportation disadvantaged funds will purchase Transportation Disadvantaged services through the coordinated system.

C. At a minimum, annually monitor the Agency/Operator for insurance, safety and reporting requirements, pursuant to Chapter 427, F.S., and Rule 41-2, F.A.C. The information contained in the Annual Operating Report must be collected, at a minimum, quarterly from the Agency/Operator.

THE OPERATOR AND COORDINATOR FURTHER AGREE:

A. Nothing in the Contract shall require the Coordinator to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable state law. If any provision of the Contract is found by a court of law to violate any applicable state law, the purchasing entity will at once notify the Coordinator in writing in order that appropriate changes and modification may be made by the Coordinator and the Agency/Operator to the end that the Agency/Operator may proceed as soon as possible with the provision of transportation services.

B. If any part or provision of this Contract is held invalid; the remainder of this Contract shall be binding on the parties hereto.

C. Termination Conditions:

1. Termination at Will - This Contract may be terminated by either party upon no less than thirty (30) days notice, without cause. Said notice shall be delivered by certified mail, return receipt required, or in person with proof of delivery.

2. Termination due to Lack of Designation - In the event that the Coordinator so designated by the local Coordinating Board and approved by the Commission, loses its designation, this contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

3. Termination due to Disapproval of Memorandum of Agreement - In the event that the Commission does not accept and approve any contracted transportation rates listed within the Memorandum of Agreement, this Contract is terminated immediately upon notification to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt.

4. Termination due to Lack of Funds - In the event funds to finance this contract become unavailable, the Coordinator may terminate the contract with no less than twenty-four (24) hours written notice to the Agency/Operator. Notice shall be delivered by certified mail, return receipt requested, or in person, with proof of delivery. Notice shall be effective upon receipt. The Coordinator shall be the final authority as to the availability of funds.

5. Termination for Breach - Unless the Agency/Operator's breach is waived by the Coordinator in writing, the Coordinator may, by written notice to the Agency/Operator, terminate this Contract 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 provision of this Contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Contract, and shall not act as a waiver or estoppel to enforcement of any provision of this Contract. The provisions herein do not limit the Coordinator's right to remedies at law or to damages.

6. Upon receipt of a notice of termination of this Contract for any reason, the Agency/Operator shall cease service and prepare all final reports and documents required by the terms of this Contract. A final invoice shall be sent to the Coordinator within thirty (30) days after the termination of this Contract.

7. The Coordinator shall pay all bills within 7 days to the Agency/Operator after receipt of said payment by the CTD. Nonpayment to the Agency/Operator shall be a breach for which Agency/Operator may give 24-hour notice of termination of the contract.

D. Renegotiations or Modifications of this Contract shall only be valid when they have been reduced to writing, duly approved by the Coordinator, and signed by both parties hereto.

E. Agency/Operator shall assign no portion of this Contract without the prior written consent of the Coordinator.

F. This Contract is the entire agreement between the parties.

G. Attachments I and II are an integral part of the Contract and are hereby incorporated by reference into this Contract. All subsequent attachments are of an optional nature.

H. Notice and Contact:

The name and address of the contract manager for the Coordinator for this Contract is:

Lisa Marciniak, Transportation Coordinator
Guidance/Care Center, Inc.
3000 41st Street, Ocean
Marathon, FL 33050

The representative/position of the Agency/Operator responsible for administration of the program under this contract is:

Administrator, Transportation
Monroe County Transportation
1100 Simonton Street
Key West, Florida 33040

In the event that different representatives are designated by either party after execution of this Contract, notice of the name and address of the new representative will be rendered in writing to the other party and said notification attached to originals of this Contract.

This contract and its attachments contain all the terms and conditions agreed upon by the parties hereto.

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

AGENCY/OPERATOR:	COMMUNITY TRANSPORTATION COORDINATOR
Monroe County Board of County Commissioners	Guidance/Care Center, Inc., a Florida 501c3 not-for-profit corporation
[Agency/Operator Name]	[Coordinator Name]
Mayor James K. Scholl	Maureen Dunleavy
Typed/Printed Name of Authorized Individual	Typed/Printed Name of Authorized Individual
Mayor July 16, 2025	Senior Vice President
Title Date	Title Date
James K. Scholl	Maureen Dunleavy
Signature	Signature
	Resolution WCGCC 2023-01

(Seal)
Attest: Kevin Madok, Clerk

As Deputy Clerk

Approved as to legal form & sufficiency:

Eve M. Lewis Digitally signed by Eve M. Lewis Date: 2025.07.01 14:53:28 -04'00'

Eve M. Lewis, Assistant County Attorney

FILED FOR RECORD
2025 JUL 25 PM 1:02
CLK CIR CT
MONROE COUNTY, FLA

ATTACHMENT I
AGENCY/OPERATOR CONTRACT

SERVICE DESCRIPTION

1. **The Agency/Operator will be able to provide:** *(type of service)*
   Ambulatory and wheelchair service, paratransit

2. **The Agency/Operator will be available to provide transportation** *(schedule)*
   Monday through Friday from 8M-5PM

3. **Days Agency/Operator will not be able to provide services:**
   Service will not be provided on Saturday and Sunday or County holidays

4. **Vehicles Agency/Operator will use to transport all passengers** *(fleet list- if list does not fit in this section, please attach a separate sheet – please also include number of seats and w/c capacity)*
   Please see attached separate sheet.

5. **Vehicle/Equipment Standards**
   Air Conditioning, first aid kit, fire extinguisher, warning triangles, 2 way radios

6. **Driver Requirements**
   License type depended on FL DOT requirements, 3 year clean driving record, CPR & First Aid, HIV training, Physicals, Defensive Driving, Drug Screening *(see FAC 41-90 and requirements illustrated throughout contract)*

7. **Training**
   Current CPR and First Aid certification, HIV/AIDS, Defensive Driving, Pre-employment and biennial driver physicals, ADA training *(see FAC 41-90 and requirements illustrated throughout contract)*

8. **Reporting Requirements**
   Quarterly Operating Reports, documenting all trips provided, Annual Review (conducted by CTC)

9. Trips will be reimbursed on a priority of need basis. The priority structure will be as follows:
   1st Priority - Medical *(Medical reasons include trips to treatment, the doctor, dentist, chiropractor, the hospital and to purchase prescriptions.)*
   2nd Priority – School/Day Care
   3rd Priority - Other *(Other includes transport for the purpose of conducting personal business. - i.e. shopping, going to the bank…)*

ATTACHMENT II

The Commission for the Transportation Disadvantaged
Standards and Performance Requirements

Pursuant to Rule 41-2.006, Florida Administrative Code, the Community Transportation Coordinator and any Transportation Operator/Agency from whom service is purchased or arranged by the Community Transportation Coordinator shall adhere to Commission approved standards. These standards shall include:

(a) Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion as required by the Federal Highway Administration and the Federal Transit Administration;

(b) An escort of a passenger and dependent children are to be transported as locally negotiated and identified in the local Transportation Disadvantaged Service Plan;

(c) Child restraint devices shall be determined locally as to their use, responsibility, and cost of such device in the local Transportation Disadvantaged Service Plan;

(d) Passenger property that can be carried by the passenger and/or driver in one trip and can be safely be 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 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;

(g) 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;

(h) Interior of all vehicles shall be free from dirt, grime, oil, trash, torn upholstery, damaged or broken seats, protruding metal or other objects or materials which could soil items placed in the vehicle or provide discomfort for the passenger;

(i) Billing requirements of the Community Transportation Coordinator to subcontractors shall be determined locally by the local Coordinating Board and provided in the local Transportation Disadvantaged Service Plan. All bills shall be paid within 15 calendar days to subcontractors, after receipt of said payment by the Community Transportation Coordinator, except in instances where the Community Transportation Coordinator is a non-governmental entity;

(j) Passenger/trip database must be maintained or accessible by the Community Transportation Coordinator on each rider being transported within the system;

(k) 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. For transit services provided by transit vehicles, adequate seating or standing space will be provided to each rider and escort, child, or personal care attendant, and no more passengers than the registered passenger seating or standing capacity shall be scheduled or transported in a vehicle at any time;

(l) Drivers for paratransit services, including coordination contractors, 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. For transit services, the driver photo identification shall be in a conspicuous location in the vehicle;

(m) 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 on 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;

(n) All vehicles ordered or put into service after adoption of this section of the Rule, and providing service within the coordinated system, shall be equipped with two-way communications in good working order and be audible to the driver at all times to the base. All vehicles that are not equipped with two-way communications shall have two years to be in compliance after the adoption date of this section of the Rule;

(o) All vehicles ordered or put into service after the adoption of this section of the Rule, and providing service within the coordinated system, shall have working air conditioners and heaters in each vehicle. Vehicles that do not have a working air conditioner or heater will be scheduled for repair or replacement as soon as possible. All vehicles that are not equipped with an air conditioner shall have two years to be in compliance after the adoption date of this section of the Rule;

(p) First Aid shall be determined locally and provided in the local Transportation Disadvantaged Service Plan; and Cardiopulmonary Resuscitation shall be determined locally and provided in the local Transportation Disadvantaged Service Plan.

MCT Current Fleet List 2024-2025

Model Yr. (b)	COUNTY VEHICLE NUMBER	Make/size/type (C)	FDOT control # or VIN (d)	Ramp or lift (specify)	location site/area served
2013	1807/7703	FORD/Glaval	1FDEE3FS4DDB27376	Lift	KL
2016	1807/8917	Ford Sport Glaval 21'	1FDEE3FS8GDC46343	Lift	KL
2016	1807/8918	Ford Sport Glaval 21'	1FDEE3FS2GDC46340	Lift	KL
2016	1807/9209	MOVT (MV1)	57WMD2C68GM100492	Ramp	KW
2018	1807/9668	Ford/Goshen	1FDAF5GT6HEF01050	Lift	KW
2018	1807-9677	Chevy/Goshen	1HA3GRBGXHN008527	Lift	KW
2019	1807/9757	Ford/Goshen	1FDFE4FS5KDC03212	Lift	KW
2019	1807/9758	Ford/Goshen	1FDFE4FS7KDC03213	Lift	MK
2019	1807/9759	Ford/Goshen	1FDFE4FS9KDC03214	Lift	KW
2019	1807-9908	Ford/Goshen	1FDAF5GY1HEE51511	Lift	KW
2020	1807-10263	Ford/Goshen	1FDFE4FS1KDC56604	Lift	KW

Client#: 1813669 WESTCFOU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Eva Bennatt	
USI Insurance Services, LLC 1120 N Town Center Drive Suite 240 Las Vegas, NV 89144	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: eva.bennatt@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Company	41297
INSURED WestCare Foundation Inc P.O. Box 94738 Las Vegas, NV 89193-4738	INSURER B : Berkshire Hathaway Homestate Ins. Co.	20044
	INSURER C : Endurance American Specialty Ins Co	41718
	INSURER D : MSIG Specialty Insurance USA, Inc.	34886
	INSURER E : National Liability & Fire Insurance Co.	20052
	INSURER F : Federal Insurance Company	20281

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	X	OPS1586865	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	[X] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			73APB011956	07/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [ ] OCCUR			XLS1229407	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	[X] EXCESS LIAB [X] CLAIMS-MADE			GL/PL Excess			AGGREGATE	$1,000,000
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WEWC621460	03/01/2025	03/01/2026	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] N / A						E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Prof. Liability			OPS1586865	07/01/2025	07/01/2026	$1M Occur./ $3M Agg.	
C	Excess Auto			EXT30091931200	07/01/2025	03/01/2026	$1M Occur./ $1M Agg.	
D	Excess Liabi			PPA0000092	07/01/2025	07/01/2026	$2M Occur./ $2M Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds Include (As it Relates to Liability Coverages):

WestCare Foundation, Inc.
WestCare Arizona I, Inc.
WestCare California, Inc.
WestCare Florida, Inc.
(See Attached Descriptions)

APPROVED BY RISK MANAGEMENT
BY Gaelan Jones
DATE 07.08.25
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
Attn: Risk Management
1100 Simonton Street
Key West, FL 33040-0000

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WestCare Georgia, Inc.
WestCare Gulf Coast Florida, Inc.
WestCare, Illinois, Inc.
WestCare, Iowa, Inc.
WestCare, Illinois, Inc.
WestCare Maryland, Inc.
WestCare Minnesota, Inc.
WestCare Nevada, Inc.
WestCare North Carolina, Inc.
WestCare Ohio, Inc.
WestCare Oregon, Inc.
WestCare Tennessee, Inc.
WestCare Texas, Inc.
WestCare Washington, Inc.
WestCare West Virginia, Inc.
WestCare Wisconsin, Inc.
WestCare Wyoming, Inc
Family Alliance for Veterans of America, Inc.
Fitzhouse Enterprises, Inc.
Guidance/Care Center, Inc.
The Guidance Clinic of the Middle Keys, Inc.
The Care Center for Mental Health, Inc.
The Village South, Inc.
The Village South, Inc. Profit Sharing Plan
The Village South Institute of Human Resources, Inc.
The Village Foundation, Inc.
WestCare Endowment, Inc.
Operation Military Family

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

Additional Coverages:

Coverage: Abuse and Molestation
INSURER AFFORDING COVERAGE: Scottsdale Insurance Company
POLICY NUMBER: OPS1586865 EFF DATE: 07/01/2025 EXP DATE: 07/01/2026
LIMIT AMOUNT:
Per Occurrence $1,000,000
Aggregate $3,000,000

Coverage: Management Liability
INSURER AFFORDING COVERAGE: Federal Insurance Company
POLICY NUMBER: J06324733 EFF DATE: 07/01/2025 EXP DATE: 07/01/2026
LIMIT AMOUNT:
Aggregate $6,000,000
Retro: 9/21/2007
Monroe County Board of County Commissioners is Additional Insured under the General Liability and Automobile Liability as required by written contract.

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and

b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.

4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All AL Operations	0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/01/2025 Policy No.: WEWC621460 Endorsement No.:

Insured: Premium $

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

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SAMAS Approp.	108846	Fund	TDTF	FM/Job No(s).	45082228401
SAMAS Obj.	751000	Function	683	CSFA No.	55.045
Org. Code	55120000952	Contract No.	G3F30	Vendor No.	59-1458324

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED INNOVATIVE SERVICE DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys in accordance with Chapter 427, Florida Statutes or rules thereof to support pilot projects that improve access to or create new opportunities for mobility services for eligible transportation disadvantaged persons. Such pilot projects could enhance the access of older adults, persons with disabilities, and low-income individuals to and from job training, employment, healthcare and other life sustaining services; enhance regional connectivity and cross-county mobility; or reduce the difficulty in connecting transportation disadvantaged persons to a transportation hub and from the hub to their final destination.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide trips to the transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Revised Fiscal Year 2025-26 Program Manual and Application Instructions for the Innovative Service Development Grant as further described in this Agreement and in Exhibit(s) A, B, C, and D, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for transportation services for eligible transportation disadvantaged individuals. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project: The Grantee shall commence and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the necessary funds necessary for the completion of the Project.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.40 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code, and the Revised Fiscal Year 2025-26 Program Manual and Application Instructions for the Innovative Service Development Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $91,725.00. This amount is based upon the amounts summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to a maximum participation, including contingencies, in the Project in the amount of $82,553.00 as detailed in Exhibit B, or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit B, whichever is less.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs, and then only if a match, as specified in the Grant Program Manual, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approval process and have an approved written eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

4.30 Project Funds: In addition to other restrictions set out in this Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.40 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit B. This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit B. Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative

total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

   b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFO or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, CFO or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall ensure that contracted Transportation Operators also maintain the same minimum liability insurance.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDinvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit B hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until trips are provided and documentation supporting such services has been approved. The project must be completed no later than June 30, 2026.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund

7.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied with such documentation.

7.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously

received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission 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.

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 the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10:00 Third Party Agreements: The Grantee shall conduct an open and fair competitive process for any service that it subcontracts for or obligates itself that requires the disbursement of Transportation Disadvantaged Trust Fund moneys, with respect to this project.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the non-discrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

11.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be

personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

11.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

11.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

11.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

11.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

11.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for

publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

11.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

12.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the

Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.80 Accidents: Any accident involving vehicles funded in whole or in part by Transportation Disadvantaged Trust Fund money, operated by or under contract with the grantee, must be reported to the Commission. Accidents resulting in one or more fatalities must be reported to the Commission within 24 hours of the grantee becoming aware of the fatality.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph

is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

> "To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

14.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

15.00 Period of Agreement: The Grantee agrees to begin providing services on July 1, 2025, and to complete the Project on or before June 30, 2026. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided as provided in the project description (Exhibit A). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2026.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

17.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

18.00 Vendors and Subcontractors Rights: Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment

(voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date set forth below:

GRANTEE: GUIDANCE/CARE CENTER, INC.
a FL 501c3 not-for-profit corporation

BY: _____
Maureen Dunleavy

TITLE: Senior Vice President

DATE: 7/23/2025

Resolution WCGCC 2023-01

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: **Executive Director (Commission Designee)**

DATE: 7/31/25

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES
INNOVATIVE SERVICE DEVELOPMENT GRANT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

PROJECT LOCATION: Monroe County(ies)

PROJECT DESCRIPTION: To provide financial assistance for the provision of eligible trips to qualified transportation disadvantaged riders residing in Monroe County.

Eligible trips are shared, door-to-door trips originating as far south as the Lower Keys (Monroe County) into Miami-Dade County primarily for medical purposes.

TD riders may be picked up as early as 4:00 am to arrive in Miami-Dade County by 8:00 am. Trips will be requested at a minimum of 48 hours in advance. Service can be provided Monday-Friday up to three round trips per week.

RIDER ELIGIBILITY: The Grantee will utilize its current Transportation Disadvantaged Rider eligibility application process to determine rider qualifications.

DELIVERABLES: Passenger Trips – In accordance with the Commission's invoice procedures, backup documentation shall accompany each invoice for transportation. The backup documentation identifies specific trips designated as eligible for reimbursement with Transportation Disadvantaged Trust Funds. The backup documentation shall support the Trip Summary Data Report that is submitted as part of the Grantee's invoice for reimbursement.

PROJECT GOALS: The following are goals of the project. Grantee shall submit a quarterly report that demonstrates, at a minimum, the status of each project goal. The report shall be in a format approved by the Commission. Payment is not contingent upon the submission of these reports or goals being met:

1. Provide 200 trips during the grant period.

2. Provide transportation to 50 transportation disadvantaged eligible individuals during the grant period.

3. 90% of the unduplicated passenger head count should provide a favorable evaluation of the service and could include the following components, at a minimum:

    a. Opportunity to have morning appointments in Miami-Dade County have been been beneficial.
    b. Opportunity to stay for longer appointments, when necessary, have been beneficial.
    c. Reliability of on-time pick-ups.
    d. Reliability of service.

SPECIAL CONSIDERATIONS BY GRANTEE:

None

SPECIAL CONSIDERATIONS BY COMMISSION:

None

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT B
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Revised Fiscal Year 2025-26 Program Manual and Application Instructions for the Innovative Service Development Grant. Trips shall be purchased at the rates indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. The project must be completed no later than June 30, 2026.

TD Trust Fund Trips	$ 91,725.00	45082228401
TOTAL	$ 91,725.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$82,553.00
Local Cash Match (10%)	$ 9,172.00
Total Project Cost	**$91,725.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS $

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2025/26	6,884	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879

TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: Guidance/Care Center, Inc.

EFFECTIVE DATE: July 1, 2025

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT $
Ambulatory/Wheelchair	Mile	$5.85
Group Ambulatory/Wheelchair	Mile	$3.98

CERTIFICATION (To Be Completed By Commission Staff):
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: John Irvine	Signature: John Irvine
Title: Project Manager	Date: 7/31/2025

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT C

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) Innovative Service Development Grant
CSFA Number:	55.045
***Award Amount:**	$82,553.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.045 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.045 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT D
PROJECTS WITH NON-PROFIT ENTITIES

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

Pursuant to Section 216.1366, F.S., the Grantee shall provide documentation to indicate the amount of state funds:

1. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Grantee.

2. Allocated under each payment by the Commission to be used for remuneration of any member of the board of directors or an officer of the Grantee. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Commission to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Grantee's website, if the Grantee is a non-profit organization and maintains a website. The Grantee shall utilize the Commission's Compensation to Non-Profits Using State Funds (sample attached) for the purpose of documenting the compensation. The Grantee shall provide to the Commission the initial completed forms for each applicable board member/officer prior to its first invoice submission. Grantee shall also submit updated forms within 30 days from receipt of each payment from the Commission.

Pursuant to Section 216.1366, F.S., the term:

1. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

2. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

3. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Commission for the Transportation Disadvantaged

COMPENSATION TO NON-PROFITS USING STATE FUNDS

Section 216.1366, Florida Statutes, establishes documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with a non-profit organization as defined in s. 215.97 (2)(m), F.S. The Commission contracts require the Grantee to provide information regarding the amount of state funds:
• Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the Grantee.
• Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

This Form shall be used to document the compensation to non-profits using state funds. The Grantee shall complete the Form using the amounts and recipients of the remuneration as provided below.

The completed Form shall be provided by the Grantee to the Commission within 30 days of receipt of a payment from the Commission. Failure to timely provide the Form may result in rejection of subsequent invoices received by the Commission, immediate termination of the contract, or whatever action is deemed appropriate by the Commission.

Name: _____

Title: _____

Agency Agreement/Contract #/Invoice #: _____

Total Contract Amount: _____

Contract Term: _____

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursement Allowances			
Moving Expense			
Transportation Costs			
Telephone Services			
Medical Services			
Housing Costs			
Meals			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Signature:	Title:
Name:	Date:

SAMAS Approp.	108846	Fund	TDTF	FM/Job No(s).	43202718401/43202818401
SAMAS Obj.	751000	Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No.	G3E09	Vendor No.	59-1458324

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of an eligible transportation disadvantaged person's transportation costs, and/or capital equipment purchased for the provision of transportation services and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide trips and/or capital equipment to the transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant as further described in this Agreement and in Exhibits A, B, C, D and E attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for transportation services for eligible transportation disadvantaged individuals and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a Grantee by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project: The Grantee shall commence and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.40 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $227,816.00. This amount is based upon the amounts summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $205,035.00 as detailed in Exhibit B, or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit B, whichever is less.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs, and then only if a match, as specified in the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approved written eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Trip & Equipment Grant Funds may also be used to purchase capital equipment used for the provision of transportation services to the transportation disadvantaged.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Trip & Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system and shall not be used by volunteer drivers or for the provision of commuter/van pool services.

4.40 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit B. This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit B. Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require

depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the

Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation	State of Florida Auditor General
Office of Comptroller, MS 24	Local Government Audits/342
605 Suwannee Street	111 West Madison Street, Room 401
Tallahassee, FL 32399-0405	Tallahassee, FL 32399-1450
Email: FDOTSingleAudit@dot.state.fl.us	Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, CFO or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDInvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit B hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until trips are provided and documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission, unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2026.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit B.

7.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2 and 69, Florida Administrative Code, and the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant is met.

7.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission 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.

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 the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10.00 Contracts of the Grantee:

10.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

10.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

10.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the non-discrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

11.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in

which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

11.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

11.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

11.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

11.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

11.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem,

the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

11.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

12.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default

shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.80 Purchased Vehicles or Equipment:

12.81 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

12.82 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the transportation disadvantaged and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and

vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for nonpayment by the Commission as provided in Section 7.20.

12.83 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) When the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services to those who are transportation disadvantaged. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life at which time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of Trip & Equipment Grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

12.84 Accidents. Any accident involving vehicles funded in whole or in part by Transportation Disadvantaged Trust Fund money, operated by or under contract with the grantee, must be reported to the Commission. Accidents resulting in one or more fatalities must be reported to the Commission within 24 hours of the grantee becoming aware of the fatality.

12.85 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

14.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

15.00 Period of Agreement: The Grantee agrees to begin providing services on July 1, 2025, and to complete the Project on or before June 30, 2026. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered

termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided or equipment may have been received as provided in the project description (Exhibit A). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2026.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

17.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

18.00 Vendors and Subcontractors Rights: Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each

subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date set forth below:

GRANTEE: GUIDANCE/CARE CENTER, INC.
a FL 501(c)3 not-for-profit corporation

BY: _____
Maureen Dunleavey

TITLE: Senior Vice President

DATE: 7/14/25

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: **Executive Director (Commission Designee)**

DATE: 7/14/25

Resolution WCGCC 2023-01

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

I. PROJECT LOCATION: Monroe County(ies)

II. PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to eligible transportation disadvantaged individuals in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. There shall be an approved eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Capital equipment will consist of: None.

III. DELIVERABLES:

Passenger Trips – In accordance with the Commission's invoice procedures, backup documentation shall accompany each invoice for transportation. The backup documentation identifies specific trips designated as eligible for reimbursement with Transportation Disadvantaged Trust Funds. The backup documentation shall support the Trip Summary Data Report that is submitted as part of the Grantee's invoice for reimbursement.

Capital Equipment – In accordance with the Commission's invoice procedures, an invoice from the equipment vendor, a record of payment by the Grantee shall be submitted as part of the Grantee's invoice for reimbursement, unless Exhibit D applies. For vehicle purchases, a copy of the Application for Title reflecting the Commission as first Lien Holder is also required.

IV. SPECIAL CONSIDERATIONS BY GRANTEE: All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

V. SPECIAL CONSIDERATIONS BY COMMISSION: Not applicable.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT B
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2026. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

TD Trust Fund Trips	$	227,816.00	43202718401
Voluntary Dollars		.00	43202818401
TOTAL	$	227,816.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$205,035.00
Local Cash Match (10%)	$22,781.00
Voluntary Dollar Contributions	$ 0.00
Monetary Value of In-Kind Match for Voluntary Dollar Contributions	$ 0.00
Total Project Cost	**$227,816.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS $

FY 25/26	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Trips	$17,089	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086
Capital	0											

EXHIBIT B
PAGE 2 OF 2
TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES

COMMUNITY TRANSPORTATION COORDINATOR: Guidance/Care Center, Inc.

EFFECTIVE DATE: July 1, 2025

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT $
Ambulatory	Mile	$ 4.18
Wheelchair	Mile	$ 7.17
Group (per passenger)	Mile	$ 2.02
Bus Pass - Weekly	Pass	$ 5.00
Bus Pass - Monthly	Pass	$ 15.00
Key West (One Way)Bus Pass	Pass	$ 1.00
Lower Keys (One Way)Shuttle	Pass	$ 2.00
Lower Keys Shuttle - Weekly	Pass	$ 15.00
Lower Keys Shuttle-Monthly	Pass	$ 45.00

CERTIFICATION (To Be Completed By Commission Staff):
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: John Irvine	Signature: John Irvine
Title: Project Manager	Date: 7/1/2025

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT C
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP & EQUIPMENT GRANT PROGRAM
CSFA Number:	55.001
***Award Amount:**	$205,035.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT D
ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Rural Communities/Rural Areas of Opportunity

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

Agreements providing federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as defined in Section 288.0656(2), F.S., is eligible for alternative advance payment, per Section 215.971(1)(h), F.S.

1. The amount of the Invoice submitted to the Commission for verified and eligible costs incurred by the Grantee or invoiced by the Grantee's contractor(s) and consultant(s) does not exceed the total amount of the costs incurred by the Grantee or invoice(s) received from the Grantee's contractor(s) or consultant(s).

2. All Invoices received from the Grantee clearly separate any cost(s) incurred by the Grantee and the Grantee's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All Invoices submitted to the Commission provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Grantee, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Grantee's Invoice.

4. The Grantee has certified, on each invoice, that the costs invoiced by the Grantee or the Grantee's contractor(s) and/or consultant(s) are valid and have been incurred by the Grantee or contractor(s) and/or consultant(s) in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Grantee includes Grantee's certification that all previously invoiced costs have been paid by the Grantee.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT E
PROJECTS WITH NON-PROFIT ENTITIES

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

Pursuant to Section 216.1366, F.S., the Grantee shall provide documentation to indicate the amount of state funds:

1. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Grantee.

2. Allocated under each payment by the Commission to be used for remuneration of any member of the board of directors or an officer of the Grantee. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Commission to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Grantee's website, if the Grantee is a non-profit organization and maintains a website. The Grantee shall utilize the Commission's Compensation to Non-Profits Using State Funds (sample attached) for the purpose of documenting the compensation. The Grantee shall provide to the Commission the initial completed forms for each applicable board member/officer prior to its first invoice submission. Grantee shall also submit updated forms within 30 days from receipt of each payment from the Commission.

Pursuant to Section 216.1366, F.S., the term:

1. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

2. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

3. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Commission for the Transportation Disadvantaged

COMPENSATION TO NON-PROFITS USING STATE FUNDS

Section 216.1366, Florida Statutes, establishes documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with a non-profit organization as defined in s. 215.97 (2)(m), F.S. The Commission contracts require the Grantee to provide information regarding the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the Grantee.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

This Form shall be used to document the compensation to non-profits using state funds. The Grantee shall complete the Form using the amounts and recipients of the remuneration as provided below.

The completed Form shall be provided by the Grantee to the Commission within 30 days of receipt of a payment from the Commission. Failure to timely provide the Form may result in rejection of subsequent invoices received by the Commission, immediate termination of the contract, or whatever action is deemed appropriate by the Commission.

Name: Linda Erath

Title: CFO

Agency Agreement/Contract #/Invoice #: _____

Total Contract Amount: _____

Contract Term: _____

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursement Allowances			
Moving Expense			
Transportation Costs			
Telephone Services			
Medical Services			
Housing Costs			
Meals			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Signature:	Title: CFO
Name: Linda Erath	Date:

Resolution WCGCC 2023-01

WESTFOU-01 SE72DWILLIAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L077730
AssuredPartners, Lake Mary
300 Colonial Center Parkway, Suite 270
Lake Mary, FL 32746

CONTACT NAME: Deidre Williams
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: deedee.williams@assuredpartners.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Allied World Surplus Lines Insurance Company	24319
INSURER B : Vantapro Specialty Insurance Company	44768
INSURER C : Berkshire Hathaway Homestate	20044
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Guidance Care Center Inc.
PO Box 94738
Las Vegas, NV 89193-4738

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			5088087805	7/1/2024	7/1/2025	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:						ABUSE SEE REMA	$ 2,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			5091019305	7/1/2024	7/1/2025	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE			5090022305	7/1/2024	7/1/2025	AGGREGATE	$
	DED X RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A		WEWC621460	3/1/2025	3/1/2026	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liabili			5088087805	7/1/2024	7/1/2025	Aggregate	3,000,000
A	Professional Liabili			5088087805	7/1/2024	7/1/2025	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Monroe County Board of County Commissioners is Additional Insured under the General Liability and Automobile Liability as required by written contract.

APPROVED BY RISK MANAGEMENT
BY
DATE 3.3.25 w/ attachments
WAIVER N/A X YES

CERTIFICATE HOLDER

Monroe County Board of County Commissioners
Attn: Risk Management
1100 Simonton Street
Key West, FL 33040

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Terry Cooper

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ADDITIONAL REMARKS SCHEDULE

AGENCY	License # L077730	NAMED INSURED
AssuredPartners, Lake Mary		Guidance Care Center Inc. PO Box 94738 Las Vegas, NV 89193-4738
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL COVERAGES

Coverage: Excess Umbrella
INSURER AFFORDING COVERAGE: MSIG Specialty USA
POLICY NUMBER: PPA0000027 EFF DATE: 07/01/2024 EXP DATE: 07/01/2025
TYPE OF INSURANCE: $1,000,00 EXCESS OVER $2,000,000 PRIMARY UMBRELLA, EXCESS OVER General & Professional Liability
CLAIMS MADE -- Retro Date: 07/01/2024
LIMIT DESCRIPTION: $1,000,000 each claim / $1,000,000 Aggregate

Coverage: Abuse & Molestation
INSURER AFFORDING COVERAGE: Allied World Surplus Lines Insurance Company
POLICY NUMBER: 5088-0878-05 EFF DATE: 07/01/2024 EXP DATE: 07/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Abuse & Molestation	Per Occurrence	$1,000,000
	Aggregate	$3,000,000

Coverage: Cyber Liability
INSURER AFFORDING COVERAGE: Houston Casualty Company
POLICY NUMBER: H23NGP21077103 EFF DATE: 07/01/2024 EXP DATE: 07/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Network Security Liability	Per Claim:	$5,000,000
	Aggregate:	$5,000,000

Coverage: Executive Risk/Management Liability
INSURER AFFORDING COVERAGE: Federal Insurance Company
POLICY NUMBER: J06324733 EFF DATE: 07/01/2024 EXP DATE: 07/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION	LIMIT AMOUNT:	Retention:
Directors & Officers Liability	Each Incident	$6,000,000	$100,000
Employment Practices Liability	Each Incident	$6,000,000	$150,000
Fiduciary Liability	Each Incident	$2,000,000	$0
Maximum Aggregate:	Aggregate	$6,000,000	

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Client#: 1813669 WESTCFOU

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/02/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Services, LLC
1120 N Town Center Drive Suite 240
Las Vegas, NV 89144

CONTACT NAME: Eva Bennatt
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: eva.bennatt@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Company	41297
INSURER B : Berkshire Hathaway Homestate Ins. Co.	20044
INSURER C : Endurance American Specialty Ins Co	41718
INSURER D : MSIG Specialty Insurance USA, Inc.	34886
INSURER E : National Liability & Fire Insurance Co.	20052
INSURER F : Federal Insurance Company	20281

INSURED
WestCare Foundation Inc
P.O. Box 94738
Las Vegas, NV 89193-4738

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY	X	X	OPS1586865	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	[X] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
E	AUTOMOBILE LIABILITY			73APB011956	07/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB [ ] OCCUR			XLS1229407	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	[X] EXCESS LIAB [X] CLAIMS-MADE			GL/PL Excess			AGGREGATE	$1,000,000
	DED [ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		X	WEWC621460	03/01/2025	03/01/2026	[X] PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N]	N / A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Prof. Liability			OPS1586865	07/01/2025	07/01/2026	$1M Occur./ $3M Agg.	
C	Excess Auto			EXT30091931200	07/01/2025	03/01/2026	$1M Occur./ $1M Agg.	
D	Excess Liabi			PPA0000092	07/01/2025	07/01/2026	$2M Occur./ $2M Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Additional Named Insureds Include (As it Relates to Liability Coverages):
WestCare Foundation, Inc.
WestCare Arizona I, Inc.
WestCare California, Inc.
WestCare Florida, Inc.
(See Attached Descriptions)

APPROVED BY RISK MANAGEMENT
BY Jaelan Jones
DATE 07.08.25
WAIVER N/A X YES _____

CERTIFICATE HOLDER
Monroe County Board of County Commissioners
Attn: Risk Management
1100 Simonton Street
Key West, FL 33040-0000

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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WestCare Georgia, Inc.
WestCare Gulf Coast Florida, Inc.
WestCare, Illinois, Inc.
WestCare, Iowa, Inc.
WestCare, Illinois, Inc.
WestCare Maryland, Inc.
WestCare Minnesota, Inc.
WestCare Nevada, Inc.
WestCare North Carolina, Inc.
WestCare Ohio, Inc.
WestCare Oregon, Inc.
WestCare Tennessee, Inc.
WestCare Texas, Inc.
WestCare Washington, Inc.
WestCare West Virginia, Inc.
WestCare Wisconsin, Inc.
WestCare Wyoming, Inc
Family Alliance for Veterans of America, Inc.
Fitzhouse Enterprises, Inc.
Guidance/Care Center, Inc.
The Guidance Clinic of the Middle Keys, Inc.
The Care Center for Mental Health, Inc.
The Village South, Inc.
The Village South, Inc. Profit Sharing Plan
The Village South Institute of Human Resources, Inc.
The Village Foundation, Inc.
WestCare Endowment, Inc.
Operation Military Family

The General Liability policy includes an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder only when there is a written contract that requires such status, and only with regard to work performed on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract. The General Liability and Workers Compensation policies provide a Waiver of Subrogation when required by written contract.

Additional Coverages:

Coverage: Abuse and Molestation
INSURER AFFORDING COVERAGE: Scottsdale Insurance Company
POLICY NUMBER: OPS1586865 EFF DATE: 07/01/2025 EXP DATE: 07/01/2026
LIMIT AMOUNT:
Per Occurrence $1,000,000
Aggregate $3,000,000

Coverage: Management Liability
INSURER AFFORDING COVERAGE: Federal Insurance Company
POLICY NUMBER: J06324733 EFF DATE: 07/01/2025 EXP DATE: 07/01/2026
LIMIT AMOUNT:
Aggregate $6,000,000
Retro: 9/21/2007
Monroe County Board of County Commissioners is Additional Insured under the General Liability and Automobile Liability as required by written contract.

SCOTTSDALE INSURANCE COMPANY®

ENDORSEMENT NO. _____

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to this endorsement, **SECTION II—WHO IS AN INSURED** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract, written agreement or written permit which must be:

a. Currently in effect or becoming effective during the term of the policy; and

b. Executed prior to the "bodily injury," "property damage," or "personal and advertising injury."

The insurance provided to these additional insureds is limited as follows:

1. That person or organization is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

2. With respect to the insurance afforded to these additional insureds, the following exclusions are added to item **2. Exclusions** of **SECTION I—COVERAGES:**

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" occurring after:

a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

3. The limits of insurance applicable to the additional insured are those specified in the written contract, written agreement or written permit or in the Declarations for this policy, whichever is less. These limits of insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations for this policy.

4. Coverage is not provided for "bodily injury," "property damage," or "personal and advertising injury" arising out of the sole negligence of the additional insured.

5. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," or "personal and advertising injury" arising out of an architect's, engineer's or surveyor's rendering of or failure to render any professional services including:

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a. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

b. Supervisory, inspection, architectural or engineering activities.

6. Any coverage provided hereunder will be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be primary.

When this insurance is excess, we will have no duty under **SECTION I—COVERAGES** to defend the additional insured against any "suit" if any other insurer has a duty to defend the additional insured against that "suit." If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

AUTHORIZED REPRESENTATIVE DATE

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COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION FOR WHOM THE INSURED HAS AGREED TO WAIVE RIGHTS OF RECOVERY, PROVIDED SUCH AGREEMENT IS MADE IN WRITING AND PRIOR TO THE LOSS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Blanket Waiver

Person/Organization: Blanket Waiver - Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All AL Operations	0.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 03/01/2025 Policy No.: WEWC621460 Endorsement No.:

Insured: Premium $

Insurance Company: Berkshire Hathaway Homestate Ins Co

WC 00 03 13

Countersigned by _____

(Ed. 4-84)

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AGREEMENT

This Agreement is made and entered into this 10th day of September 2025, between the BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA, hereinafter referred to as "Board" or "County," and **Guidance/Care Center, Inc**., a Florida 501(c)(3) not-for-profit corporation, hereinafter referred to as "PROVIDER."

WHEREAS, the PROVIDER is a not-for-profit corporation established to provide transportation services to the citizens of Monroe County, and

WHEREAS, it is a legitimate public purpose to provide transportation services to the residents of Monroe County, now, therefore,

IN CONSIDERATION of the mutual promises and covenants contained herein, it is agreed as follows:

FUNDING

1. AMOUNT OF AGREEMENT. The Board, in consideration of the PROVIDER substantially and satisfactorily performing and providing services, shall reimburse the PROVIDER for providing transportation services as billed by the PROVIDER for clients qualifying for such services under applicable state and federal regulations and eligibility determination procedures. The cost shall not exceed a total reimbursement of **EIGHT HUNDRED FORTY-TWO THOUSAND SIX HUNDRED NINETY-THREE DOLLARS AND N0/100 ($842,693.00**), during the fiscal year 2026, payable as follows:

a) The sum of TWO HUNDRED TEN THOUSAND SEVEN HUNDRED FOURTY DOLLARS AND NO/100 ($210,740.00) for Baker Act/Marchman Act transportation services pursuant to Chapter 394, Florida Statutes; and

b) The sum of TWENTY-TWO THOUSAND SEVEN HUNDRED EIGHTY-ONE DOLLARS AND NO/100 ($22,781.00), for Community Transportation Coordinator-related transportation services to residents of Monroe County; and

c) The sum of NINE THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS AND NO/100 ($9,172.00), for Innovative Service Development services to residents of Monroe County; and

d) The sum of SIX HUNDRED THOUSAND DOLLARS AND NO/100 ($600,000) for Social Services Transportation Disadvantaged Program (SSTDP) transportation services to disadvantaged residents of Monroe County.

2. TERM. This Agreement shall commence on **October 1, 2025, and terminate September 30, 2026**, unless earlier terminated pursuant to other provisions herein.

3. PAYMENT. Payment for Baker Act and Marchman Act services shall be made according to the Baker Act rate schedule and SSTDP transportation services shall be made according to the State of Florida Commission for the Transportation Disadvantaged Trip & Equipment rate schedule set forth in Attachment D and in accordance with Attachment A, as applicable, subject to the maximum amounts set forth in Paragraph 1. a. and 1. d. above. Billing Summary Forms, certified monthly financial and service load reports will be made available to the Board to validate the delivery of services under this contract. The monthly financial report is due in the office of the Clerk of the Board no later than the 15th day of the following month. After the Clerk of the Board pre-audits the certified report, the Board shall reimburse the Provider for its monthly expenses. However, the total of said monthly payments in the aggregate sum shall not exceed the total amount shown in Paragraph 1, above, during the term of this agreement and are subject to examination, approval, and audit by the Clerk. To preserve client confidentiality required by law,

copies of individual client bills and records shall not be available to the Board for reimbursement purposes but shall be made available only under controlled conditions to qualified auditors for audit purposes. The organization's final invoice must be received within thirty days after the termination date of this contract shown in Paragraph 2 above.

Evidence of payment by the PROVIDER shall be in the form of a letter, summarizing the expenses, with supporting documentation attached. The letter should contain a notarized certification statement. An example of a reimbursement request cover letter is included as Attachment B.

4. AVAILABILITY OF FUNDS. If funds cannot be obtained or cannot be continued at a level sufficient to allow for continued reimbursement of expenditures for services specified herein, this agreement may be terminated immediately at the option of the Board by written notice of termination delivered to the PROVIDER. The Board shall not be obligated to pay for any services or goods provided by the PROVIDER after the PROVIDER has received written notice of termination, unless otherwise required by law.

5. PURCHASE OF PROPERTY. All property, whether real or personal, purchased with funds provided under this agreement, shall become the property of Monroe County and shall be accounted for pursuant to statutory requirements. Funding under this agreement shall not be used to purchase capital assets.

RECORDKEEPING

6. RECORDS AND RIGHT TO AUDIT. PROVIDER shall maintain all books, records, and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. Records shall be retained for a period of ten (10) years from the termination of this agreement. Each party to this Agreement or their authorized representatives shall have reasonable and timely access to such records of each other party to this Agreement for public records purposes during the term of the Agreement and for ten (10) years following the termination of this Agreement. If an auditor employed by the County or Clerk determines that monies paid to PROVIDER pursuant to this Agreement were spent for purposes not authorized by this Agreement, or were wrongfully retained by the PROVIDER, the PROVIDER shall repay the monies together with interest calculated pursuant to Sec. 55.03, Florida Statutes, running from the date the monies were paid by the COUNTY.

Right to Audit. *Availability of Records*. The records of the parties to this Agreement relating to the Project, which shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, bidding instructions, bidders list, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and if applicable trade discounts earned, insurance rebates and dividends; any other supporting evidence deemed necessary by County or the Monroe County Office of the Clerk of Court and Comptroller (hereinafter referred to as "County Clerk") to substantiate charges related to this agreement, and all other agreements, sources of information and matters that may in County's or the County Clerk's reasonable judgment have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document (all foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction by County's representative and/or agents or the County Clerk. County or County Clerk may also conduct verifications such as, but not limited to, counting employees at the job site, witnessing the distribution of payroll, verifying payroll computations, overhead computations, observing vendor and supplier payments, miscellaneous allocations, special charges, verifying information and amounts through interviews and written confirmations with employees, Subcontractors, suppliers, and contractors' representatives. All records shall be kept for ten (10) years after Final Completion of the Project. The County Clerk possesses the independent authority to conduct an audit of Records, assets, and activities relating to this Project. If any auditor employed by the Monroe County or County Clerk determines that monies paid to Contractor pursuant to this Agreement were spent for

purposes not authorized by this Agreement, the Contractor shall repay the monies together with interest calculated pursuant to Section 55.03, F.S., running form the date, the monies were paid to Contractor. The *right to audit* provisions survives the termination of expiration of this Agreement.

In addition, if PROVIDER is required to provide an audit as set forth in in Section 8(e) below, the audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy.

7. PUBLIC ACCESS. The County and PROVIDER shall allow and permit reasonable access to, and inspection of, all documents, papers, letters or other materials in its possession or under its control subject to the provisions of Chapter 119, Florida Statutes, and made or received by the County and PROVIDER in conjunction with this Agreement; and the County shall have the right to unilaterally cancel this Agreement upon violation of this provision by PROVIDER. This provision shall survive any termination or expiration of the contract. The PROVIDER is encouraged to consult with its advisors about Florida Public Records Law in order to comply with this provision. Pursuant to F.S. 119.0701 and the terms and conditions of this contract, the PROVIDER is required to:

1) Keep and maintain public records that would be required by the County to perform the service.
2) Upon receipt from the County's custodian of records, provide the 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 this chapter or as otherwise provided by law.
3) 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 contract term and following completion of the contract if the PROVIDER does not transfer the records to the County.
4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the PROVIDER or keep and maintain public records that would be required by the County to perform the service. If the PROVIDER transfers all public records to the County upon completion of the contract, the PROVIDER shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the PROVIDER keeps and maintains public records upon completion of the contract, the PROVIDER shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of records, in a format that is compatible with the information technology systems of the County.
5) A request to inspect or copy public records relating to a County contract must be made directly to the County, but if the County does not possess the requested records, the County shall immediately notify the PROVIDER of the request, and the PROVIDER must provide the records to the County or allow the records to be inspected or copied within a reasonable time.

If the PROVIDER does not comply with the County's request for records, the County shall enforce the public records contract provisions in accordance with the contract, notwithstanding the County's option and right to unilaterally cancel this contract upon violation of this provision by the PROVIDER. A PROVIDER who fails to provide the public records to the County within a reasonable time may be subject to penalties under section119.10, Florida Statutes.

The PROVIDER shall not transfer custody, release, alter, destroy or otherwise dispose of any public records unless or otherwise provided in this provision or as otherwise provided by law.

IF THE PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, GAELAN JONES AT

PHONE# 305-292-3470 PUBLICRECORDS@MONROECOUNTY-FL.GOV, MONROE COUNTY ATTORNEY'S OFFICE 1111 12TH Street, SUITE 408, KEY WEST, FL 33040.

8. COMPLIANCE WITH COUNTY GUIDELINES. The PROVIDER must furnish to the County the following (items (a)-(j) must be provided prior to the payment of any invoices):

(a) IRS Letter of Determination and GUIDESTAR printout indicating current 501(c)(3) status;
(b) Proof of registration with the Florida Department of Agriculture, as required by Florida Statute 496.405, and the Florida Department of State, as require by Florida Statute 617.01201, or proof of exemption from registration as per Florida Statute 496.406.
(c) List of the Organization's Board of Directors of which there must be at least 5 and for each board member please indicate when elected to serve and the length of term of service;
(d) Evidence of annual election of Officers and Directors/Directors At-Large or bi-annual election of Officers and Directors/Directors At-Large as applicable;
(e) Unqualified audited financial statements from the most recent fiscal year for all organizations that expend $150,000 a year or more; if qualified, include a statement of deficiencies with corrective actions recommended/taken; audit shall be prepared by an independent certified public accountant (CPA) with a current license, in good standing with the Florida State Board of Accountancy. If the PROVIDER receives $100,000 or more in grant funding from the County:
    a. The CPA that prepares the audit must also be a member of the American Institute of Certified Public Accountants (AICPA);
    b. The CPA must maintain malpractice insurance covering the audit services provided and
    c. The County shall be considered an "intended recipient" of said audit.
(f) Copy of a filed IRS Form 990 from most recent fiscal year with all attached schedules;
(g) Organization's Corporate Bylaws, which must include the organization's mission, board and membership composition, and process for election of officers;
(h) Organization's Policies and Procedures Manual which must include hiring policies for all staff, drug and alcohol-free workplace provisions, and equal employment opportunity provisions;
(i) Specific description or list of services to be provided under this contract with this grant (see Attachment C);
(j) Annual Performance Report describing services rendered during the most recently completed grant period (to be furnished within 30 days after the contract end date.) The performance report shall include statistical information regarding the types and frequencies of services provided, a profile of clients (including residency) and numbers served, and outcomes achieved (see Attachment E);
(k) Cooperation with County monitoring visits that the County may request during the contract year; and
(l) Other reasonable reports and information related to compliance with applicable laws, contract provisions and the scope of services that the County may request during the contract year.

COUNTY FORMS

By signing this Agreement, GRANTEE has sworn or affirmed to the following requirements as set forth in the Ethics Statement and non-collusion affidavit, as set forth in more detail in this Agreement.

9. ETHICS CLAUSE. By signing this Agreement, the GRANTEE warrants that he/it has not employed, retained or otherwise had act on his/her behalf any former County officer or employee in violation of Section 2 of Ordinance No. 010-1990 or any County officer or employee in violation of Section 3 of Ordinance No. 010-1990. For breach or violation of this provision the County may, in its discretion, terminate this Agreement without liability and may also, in its discretion, deduct from the Agreement or purchase price, or otherwise recover, the full amount of any fee, commission, percentage, gift, or consideration paid to the former County officer or employee.

10. NON-COLLUSION AFFIDAVIT. GRANTEE by signing this Agreement, according to law on my oath, and under penalty of perjury, depose and say that the person signing on behalf of the firm of GRANTEE, the bidder making the Proposal for the project described in the Scope of Work and that I executed the said proposal with full authority to do so; the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to bid opening, directly or indirectly, to any other bidder or to any competitor; and no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, a bid for the purpose of restricting competition; the statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

11. AFFIDAVIT ATTESTING TO NONCOERCIVE CONDUCT FOR LABOR OR SERVICES. Grantee under penalty of perjury attests that Grantee does not use coercion for labor or services in accordance with Section 787.06, Florida Statutes.

As defined in Section 787.06(2)(a), coercion means:

1. Using or threating to use physical force against any person;
2. Restraining, isolating, or confining or threating to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Using lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or service are not respectively limited and defined;
4. Destroying, concealing, removing, confiscating, withholding, or possessing any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Causing or threating to cause financial harm to any person;
6. Enticing or luring any person by fraud or deceit; or
7. Providing a controlled substance as outlined in Schedule I or Schedule II of Section 893.03 to any person for the purpose of exploitation of that person.

As a person authorized to sign on behalf of Grantee, I certify under penalties of perjury that Grantee does not use coercion for labor or services in accordance with Section 787.06. Additionally, Grantee has reviewed Section 787.06, Florida Statutes, and agrees to abide by same.

RESPONSIBILITIES

12. <u>SCOPE OF SERVICES.</u> The Provider, for the consideration named, covenants, and agrees with the Board to substantially and satisfactorily perform and carry out the obligations set forth herein. The Provider shall provide Baker Act transportation services in compliance with Florida Statutes Chapter 394 Baker Act and Marchman Act transportation services which are covered under this agreement may be subcontracted but are subject to the rates set forth in Attachment D, and the limitations above. The Provider shall also provide SSTDP transportation services to the transportation disadvantaged of Monroe County as described in Attachment F; such SSTDP services shall not be subcontracted without a duly executed amendment to this Agreement and shall be subject to the rates set forth in Attachment D. The subcontractor shall be subject to all of the conditions of this contract, including but not limited to insurance and hold-harmless requirements, as is the Provider.

13. ACCESS TO FUELING FACILITIES. The County shall provide access to the Provider's vehicles at all County fueling facilities. The County shall grant the Provider a license for the use of the real property and its improvements for each fueling site.

The Provider agrees that only those individuals authorized by the County to use the fueling sites designated in this agreement shall have twenty-four-hour access to said sites, and that they shall either be maintained open, or access otherwise provided to them by a uniform key system on such a twenty-four-hour basis.

The County shall bill the Provider for fueling and other related services and materials utilized by the Provider at the fueling sites within the County's immediate control and as previously set forth in this agreement. Said billing by the County to the Provider shall include an administrative surcharge, as adopted by the Monroe County Board of County Commissioners annually, for processing, servicing, and handling. The Provider shall reimburse the County within thirty (30) days of the date of issuance of the bill.

Access to the Fuel Sentry System shall be provided by an electronic memory key, which shall be issued by the County to all authorized designated users of the fueling sites, and as contemplated by this Agreement. For purposes of uniformity, the Monroe County Fleet Management Department shall be responsible for establishing a uniform electronic key system for use by both the County and the Provider under this agreement and shall establish and maintain policies and procedures for identification, control, and distribution of all keys issued.

14. ATTORNEY'S FEES AND COSTS. The County and PROVIDER agree that in the event any cause of action or administrative proceeding is initiated or defended by any party relative to the enforcement or interpretation of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, court costs, investigative, and out-of-pocket expenses, as an award against the non-prevailing party, and shall include attorney's fees, courts costs, investigative, and out-of-pocket expenses in appellate proceedings. Mediation proceedings initiated and conducted pursuant to this Agreement shall be in accordance with the Florida Rules of Civil Procedure and usual and customary procedures required by the circuit court of Monroe County.

15. BINDING EFFECT. The terms, covenants, conditions, and provisions of this Agreement shall bind and inure to the benefit of the County and PROVIDER and their respective legal representatives, successors, and assigns.

16. CODE OF ETHICS. County agrees that officers and employees of the County recognize and will be required to comply with the standards of conduct for public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment, or contractual relationship; and disclosure or use of certain information.

17. NO SOLICITATION/PAYMENT. The County and PROVIDER warrant that, in respect to itself, it has neither employed nor retained any company or person, other than a bona fide employee working solely for it, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for it, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the provision, the PROVIDER agrees that the County shall have the right to terminate this Agreement without liability and, at its discretion, to offset from monies owed, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

18. INDEPENDENT CONTRACTOR. At all times and for all purposes hereunder, the PROVIDER is an independent contractor and not an employee, agent, or instrumentality of the Board. No statement contained in this agreement shall be construed so as to find the PROVIDER or any of its employees, contractors, servants or agents to be employees of the Board.

COMPLIANCE ISSUES

19. COMPLIANCE WITH LAW. In providing all services pursuant to this agreement, the PROVIDER shall abide by all statutes, ordinances, rules and regulations pertaining to or regulating

the provision of such services, including those now in effect and hereinafter adopted. Any violation of said statutes, ordinances, rules and regulations shall constitute a material breach of this agreement and shall entitle the Board to terminate this contract immediately upon delivery of written notice of termination to the PROVIDER.

20. PROFESSIONAL RESPONSIBILITY AND LICENSING. The PROVIDER shall assure that all professionals have current and appropriate professional licenses and professional liability insurance coverage. Funding by the Board is contingent upon retention of appropriate local, state and/or federal certification and/or licensure of the PROVIDER'S program and staff.

21. NON-DISCRIMINATION. The COUNTY and PROVIDER agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. The COUNTY and PROVIDER agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VII of the Civil Rights Act of 1964 (PL 88-352), which prohibits discrimination in employment on the basis of race, color, religion, sex, and national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC § 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC §§ 6101-6107), which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, §§ 523 and 527 (42 USC §§ 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC §§ 12101), as amended from time to time, relating to nondiscrimination in employment on the basis of disability; 10) Monroe County Code Chapter 14, Article II, which prohibits discrimination on the basis of race, color, sex, religion, national origin, ancestry, sexual orientation, gender identity or expression, familial status or age; and 11) any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of, this Agreement.

Complaints, Title VI, and ADA Compliance. The Contractor shall maintain a written complaint procedure, with all complaints submitted directly to the Contractor. The Contractor shall comply with Title VI (42 U.S.C. §2000d; 49 C.F.R. Part 21) and the ADA (42 U.S.C. §12101; 49 C.F.R. Parts 27, 37), ensuring no discrimination in SSTDP services based on race, color, national origin, or disability. Complaint forms shall be available in English, Spanish, and Creole. The Contractor shall keep a complaint log and provide reports to the County upon request.

AMENDMENTS, CHANGES, AND DISPUTES

22. MODIFICATIONS AND AMENDMENTS. Any and all modifications of the services and/or reimbursement of services shall be accomplished by an amendment, which must be approved in writing by both parties hereto.

23. ADJUDICATION OF DISPUTES OR DISAGREEMENTS. County and PROVIDER agree that all disputes and disagreements shall be attempted to be resolved by meet and confer sessions between representatives of each of the parties. The PROVIDER and County staff shall try to resolve the claim or dispute with meet and confer sessions to be commenced within 30 days of the dispute or claim. If the issue or issues are still not resolved to the satisfaction of the parties, then any party shall have the right to seek such relief or remedy as may be provided by this agreement or by Florida law. Any claims or dispute that the parties cannot resolve shall be decided by the Circuit Court, 16th Judicial Circuit, Monroe County, Florida.

24. COOPERATION. In the event any administrative or legal proceeding is instituted against either party relating to the formation, execution, performance, or breach of this Agreement, County and PROVIDER agree to participate, to the extent reasonably required by the other party, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this Agreement or provision of the services under this Agreement. County and PROVIDER specifically agree that no party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

ASSURANCES

25. COVENANT OF NO INTEREST. County and PROVIDER covenant that neither presently has any interest, and shall not acquire any interest, which would conflict in any manner or degree with its performance under this Agreement, and that only interest of each is to perform and receive benefits as recited in this Agreement.

26. NO ASSIGNMENT. The PROVIDER shall not assign this agreement except in writing and with the prior written approval of the Board, which approval shall be subject to such conditions and provisions as the Board may deem necessary. This agreement shall be incorporated by reference into any assignment and any assignee shall comply with all of the provisions herein. Unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any obligation upon the Board in addition to the total agreed upon reimbursement amount for the services of the PROVIDER.

27. NON-WAIVER OF IMMUNITY. Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the County and the PROVIDER in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the County be required to contain any provision for waiver.

28. ATTESTATIONS. PROVIDER agrees to execute such documents as the County may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

29. AUTHORITY. Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

INDEMNITY ISSUES

30. INDEMNIFICATION AND HOLD HARMLESS. The PROVIDER covenants and agrees to indemnify and hold harmless Monroe County Board of County Commissioners from any and all claims and causes of action for medical malpractice, medical negligence, bodily injury (including death), personal injury, and property damage (including property owned by Monroe County) and any other losses, damages, and expenses (including attorney's fees) which arise out of, in connection with, or by reason of services provided by the PROVIDER occasioned by the negligence, errors, or other wrongful act or omission of the PROVIDER'S employees, agents, or volunteers.

31. PRIVILEGES AND IMMUNITIES. All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of the County, when performing their respective functions under this Agreement within the territorial limits of the County shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of the County.

32. NO PERSONAL LIABILITY. No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

33. LEGAL OBLIGATIONS AND RESPONSIBILITIES: Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of the County, except to the extent permitted by the Florida constitution, state statute, and case law.

34. NON-RELIANCE BY NON-PARTIES. No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and the County and the PROVIDER agree that neither the County nor the PROVIDER or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

GENERAL

35. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

36. NOTICE. Any notice required or permitted under this agreement shall be in writing and hand-delivered or mailed, postage pre-paid, by certified mail, return receipt requested, to the other party as follows:

For Board:

Grants Administrator
1100 Simonton Street
Key West, FL 33040

and

Monroe County Attorney
PO Box 1026
Key West, FL 33041

For PROVIDER

Maureen Dunleavy, Senior Vice President
Guidance/Care Center
1205 Fourth Street
Key West, FL 33040

Copies of all default notices, notices of breach, termination, legal claim, or indemnity copied to:

WestCare Foundation, Inc.
Attn: Executive Vice President
1711 Whitney Mesa Drive
Henderson, Nevada 89014

37. GOVERNING LAW, VENUE, INTERPRETATION, COSTS, AND FEES. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, the County and PROVIDER agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

The County and PROVIDER agree that, in the event of conflicting interpretations of the terms or a term of this Agreement by or between any of them the issue shall be submitted to mediation prior to the institution of any other administrative or legal proceeding.

38. NON-WAIVER. Any waiver of any breach of covenants herein contained to be kept and performed by the PROVIDER shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the Board from declaring a forfeiture for any succeeding breach, either of the same conditions or covenants or otherwise.

39. SEVERABILITY. If any term, covenant, condition or provision of this Agreement (or the application thereof to any circumstance or person) shall be declared invalid or unenforceable to any extent by a court of competent jurisdiction, the remaining terms, covenants, conditions and provisions of this Agreement, shall not be affected thereby; and each remaining term, covenant, condition and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law unless the enforcement of the remaining terms, covenants, conditions and provisions of this Agreement would prevent the accomplishment of the original intent of this Agreement. The County and PROVIDER agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

40. CLAIMS FOR FEDERAL OR STATE AID: PROVIDER and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement. Any conditions imposed as a result of funding that effect the Scope of Services will be provided to each party.

41. ENTIRE AGREEMENT. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes any and all prior agreements with respect to such subject matter between the PROVIDER and the Board.

[THIS SPACE INTENTIONALLY LEFT BLANK WITH SIGNATORY PAGE TO FOLLOW]

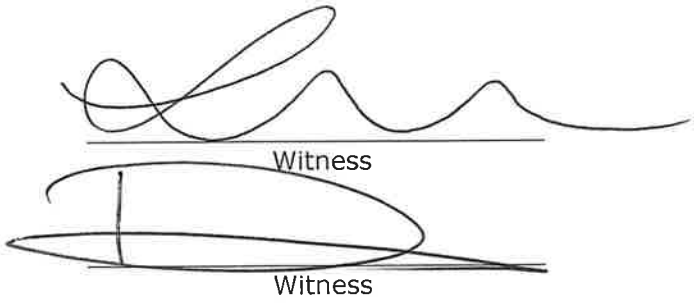
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first written above.

(SEAL)
ATTEST: KEVIN MADOK, CLERK

By_____
As Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By_____
Mayor James K. Scholl



Witness

Witness

Guidance/Care Center, Inc., a Florida
501(c)(3) not-for-profit corporation

(Federal ID No. 591458324)

By _____
Senior Vice President
Guidance/Care Center, Inc., a Florida
501(c)(3) not-for-profit corporation
Per resolution WCGCC 2025-01

Approved as to Legal form & sufficiency

Jeni-Lee MacLaughlin Digitally signed by Jeni-Lee MacLaughlin Date: 2025.08.29 15:14:20 -04'00'

Jeni-Lee MacLaughlin
Assistant County Attorney

EXPENSE REIMBURSEMENT REQUIREMENTS

This document is intended to provide basic guidelines to Human Service and Community-Based Organizations, county travelers, and contractual parties who have reimbursable expenses associated with Monroe County business. These guidelines, as they relate to travel, are from the Monroe County Code of Ordinances and State laws and regulations.

A cover letter (see Attachment B) summarizing the major line items on the reimbursable expense request needs to also contain the following notarized certified statement:

"I certify that the above checks have been submitted to the vendors as noted and that the attached expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source."

Invoices should be billed to the contracting agency. Third party payments will not be considered for reimbursement. Remember, the expense should be paid prior to requesting a reimbursement.

Only current charges will be considered, no previous balances.

Reimbursement requests will be monitored in accordance with the level of detail in the contract. This document should not be considered all-inclusive. The Clerk's Finance Department reserves the right to review reimbursement requests on an individual basis. Any questions regarding these guidelines should be directed to 305-292-3534.

Data Processing, PC Time, etc.

The vendor invoice is required for reimbursement. Inter-company allocations are not considered reimbursable expenditures unless appropriate payroll journals for the charging department are attached and certified.

Payroll

A certified statement verifying the accuracy and authenticity of the payroll expense is needed. If a Payroll Journal is provided, it should include: dates, employee name, salary or hourly rate, total hours worked, withholding information and paid payroll taxes, check number and check amount. If a Payroll Journal is not provided, the following information must be provided: pay period, check amount, check number, date, payee, and support for applicable paid payroll taxes.

Postage, Overnight Deliveries, Courier, etc.

A log of all postage expenses as they relate to the County contract is required for reimbursement. For overnight or express deliveries, the vendor invoice must be included.

Rents, Leases, etc.

A copy of the rental or lease agreement is required. Deposits and advance payments are not allowable expenses.

Reproductions, Copies, etc.

A log of copy expenses as they relate to the County contract is required for reimbursement. The log must define the date, number of copies made, source document, purpose, and recipient. A reasonable fee for copy expenses will be allowable. For vendor services, the vendor invoice and a sample of the finished product are required.

Supplies, Services, etc.

For supplies or services ordered, a vendor invoice is required.

Telefax, Fax, etc.
A fax log is required. The log must define the sender, the intended recipient, the date, the number called, and the reason for sending the fax.

Telephone Expenses
A user log of pertinent information must be remitted including: the party called, the caller, the telephone number, the date, and the purpose of the call.

Travel and Meal Expenses
Travel expenses must be submitted on a State of Florida Voucher for Reimbursement of Travel Expenses. Travel reimbursement requests must be submitted and will be paid in accordance with Monroe County Code of Ordinances and State laws and regulations. Credit card statements are not acceptable documentation for reimbursement. If attending a conference or meeting, a copy of the agenda is needed. Airfare reimbursement requires the original passenger receipt portion of the airline ticket. A travel itinerary is appreciated to facilitate the audit trail. Auto rental reimbursement requires the vendor invoice. Fuel purchases should be documented with paid receipts. Taxis are not reimbursed if taken to arrive at a departure point: for example, taking a taxi from one's residence to the airport for a business trip is not reimbursable. Parking is considered a reimbursable travel expense at the destination. Airport parking during a business trip is not.

A detailed list of charges is required on the lodging invoice. Balance due must be zero. Room must be registered and paid for by traveler. The County will only reimburse the actual room and related bed tax. Room service, movies, and personal telephone calls are not allowable expenses.

Mileage reimbursement shall be at the rate established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. An odometer reading must be included on the state travel voucher for vicinity travel. Mileage is not allowed from a residence or office to a point of departure. For example, driving from one's home to the airport for a business trip is not a reimbursable expense.

Meal reimbursement shall be at the rates established by ARTICLE XXVI, TRAVEL, PER DIEM, MEALS, AND MILEAGE POLICY of the Monroe County Code of Ordinances. Meal guidelines state that travel must begin prior to 6 a.m. for breakfast reimbursement, before noon and end after 2 p.m. for lunch reimbursement, and before 6 p.m. and end after 8 p.m. for dinner reimbursement.

Non-allowable Expenses
The following expenses are not allowable for reimbursement: capital outlay expenditures (unless specifically included in the contract), contributions, depreciation expenses (unless specifically included in the contract), entertainment expenses, fundraising, non-sufficient check charges, penalties and fines.

ATTACHMENT B

ORGANIZATION
LETTERHEAD

Monroe County Board of County Commissioners
Finance Department
500 Whitehead Street
Key West, FL 33040

Date

The following is a summary of the expenses for (Organization name) for the time period of__ to ___.

Check #	Payee	Reason	Amount
101	Company A	Rent	$ X,XXX.XX
102	Company B	Utilities	XXX.XX
104	Employee A	P/R ending 05/14/01	XXX.XX
105	Employee B	P/R ending 05/28/01	XXX.XX
(A)	Total		$ X,XXX.XX
(B)	Total prior payments		$ X,XXX.XX
(C)	Total requested and paid (A + B)		$ X,XXX.XX
(D)	Total contract amount		$ X,XXX.XX
	Balance of contract (D-C)		$ X,XXX.XX

I certify that the above checks have been submitted to the vendors as noted and that the expenses are accurate and in agreement with the records of this organization. Furthermore, these expenses are in compliance with this organization's contract with the Monroe County Board of County Commissioners and will not be submitted for reimbursement to any other funding source.

_____
Chief Executive Officer

Attachments (supporting documentation)

TO BE COMPLETED BY NOTARY *(in accordance with State notary requirements)*

State of _____

County of _____

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____day of _____ (month), _____ (year), by _____ (name of officer or agent, title of officer or agent) of _____ (name of entity).

_____ Personally Known

_____ Produced Identification: Type of ID and Number on ID_____

(SEAL)

_____
Signature of Notary

_____
Name of Notary *(Typed, Stamped or Printed)*

Notary Public, State of _____

ATTACHMENT C

Specific description and list of services to be provided under this contract:

Baker Act/Marchman Act transportation services, Social Services Transportation Disadvantaged Program and Community Transportation Coordinator related services.

ATTACHMENT D

Copies of the Agreement (G2Z35) and Agreement (G3085) between the State of Florida Commission for the Transportation Disadvantaged and Guidance/Care Center.

Contractual Agreements

G2Z35 - Guidance/Care Center and Florida Commission for the Transportation Disadvantaged (CTD)

SAMAS Approp.	108846	Fund	TDTF	FM/Job No(s).	43202718401/43202818401
SAMAS Obj.	751000	Function	683	CSFA No.	55.001
Org. Code	55120000952	Contract No.	G3E09	Vendor No.	59-1458324

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED TRIP & EQUIPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission, and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys to subsidize a portion of an eligible transportation disadvantaged person's transportation costs, and/or capital equipment purchased for the provision of transportation services and other responsibilities identified in Chapter 427, Florida Statutes, or rules thereof;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide trips and/or capital equipment to the transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant as further described in this Agreement and in Exhibits A, B, C, D and E attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for transportation services for eligible transportation disadvantaged individuals and shall be applied only after all other potential funding sources have been used and eliminated. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a Grantee by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project: The Grantee shall commence and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the necessary funds or in-kind contributions necessary for the completion of the Project.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.40 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapters 341 and 427, Florida Statutes, Rules 14-90 and 41-2, Florida Administrative Code, and the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $227,816.00. This amount is based upon the amounts summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to maximum participation, including contingencies, in the Project in the amount of $205,035.00 as detailed in Exhibit B, or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit B, whichever is less.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs, and then only if a match, as specified in the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approved written eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Trip & Equipment Grant Funds may also be used to purchase capital equipment used for the provision of transportation services to the transportation disadvantaged.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

If the Grantee wishes to purchase vehicles or other equipment with Transportation Disadvantaged Trust Funds after the date this Agreement becomes effective, the Grantee must have from the Commission an executed grant amendment prior to the purchase.

4.30 Project Funds: In addition to other restrictions set out in this Trip & Equipment Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.32 Use of Vehicles: The Grantee may only purchase vehicles with Transportation Disadvantaged Trust Funds which the Grantee actually uses to transport eligible transportation disadvantaged passengers in the coordinated system and shall not be used by volunteer drivers or for the provision of commuter/van pool services.

4.40 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit B. This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit B. Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require

depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, vehicle titles, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the

Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation	State of Florida Auditor General
Office of Comptroller, MS 24	Local Government Audits/342
605 Suwannee Street	111 West Madison Street, Room 401
Tallahassee, FL 32399-0405	Tallahassee, FL 32399-1450
Email: FDOTSingleAudit@dot.state.fl.us	Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFS or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, CFO or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall insure that contracting Transportation Operators also maintain the same minimum liability insurance, or an equal governmental insurance program.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDInvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit B hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until trips are provided and documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation as requested is provided to the Commission, unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2026.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the effective date of this Agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, and costs attributable to goods, equipment, vehicles or services received under a contract or other arrangements which have not been approved in writing by the Commission or certified by the Grantee, pursuant to Exhibit B.

7.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied that the criteria set out in Chapters 287 and 427, Florida Statutes, Rules 41-2 and 69, Florida Administrative Code, and the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant is met.

7.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission 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.

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 the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10.00 Contracts of the Grantee:

10.10 Third Party Agreements: The Grantee shall not execute any contract or obligate itself in any manner requiring the disbursement of Transportation Disadvantaged Trust Fund moneys, including transportation operator and consultant contracts or amendments thereto, with any third party with respect to the Project without being able to provide, upon request, a written certification by the Grantee that the contract or obligation was executed in accordance with the competitive procurement requirements of Chapter 287, Florida Statutes, Chapter 427, Florida Statutes, and the rules promulgated by the Department of Management Services. Failure to provide such certification, upon the Commission's request, shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20. The Grantee agrees, that by entering into this Agreement, it explicitly certifies that all of its third party contracts will be executed in compliance with this section.

10.20 Compliance with Consultants' Competitive Negotiation Act: It is understood and agreed by the parties hereto that participation by the Commission in a project with a Grantee, where the project involves a consultant contract for any service, is contingent on the Grantee complying in full with provisions of Section 287.055, Florida Statutes, Consultants Competitive Negotiation Act. The Grantee shall provide, upon request, documentation of compliance with this law to the Commission for each consultant contract it enters.

10.30 Competitive Procurement: Procurement of all services, vehicles, equipment or other commodities shall comply with the provisions of Section 287.057, Florida Statutes. Upon the Commission's request, the Grantee shall certify compliance with this law.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the non-discrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

11.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in

which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

11.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

11.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

11.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

11.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

11.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem,

the cost for publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

11.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

12.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the Grantee, and the making of such payment by the Commission while any such breach or default

shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.80 Purchased Vehicles or Equipment:

12.81 Maintenance of Purchased Vehicles or Equipment: The Grantee agrees to maintain the vehicles and equipment purchased or financed in whole or in part with Transportation Disadvantaged Trust Funds pursuant to this Agreement in good working order for the useful life of the vehicles and equipment. The Grantee agrees not to make alterations or modifications to the equipment or vehicles without the consent of the Commission. The Grantee shall notify the Commission in writing of any lease or assignment of operational responsibility of project vehicles and equipment to third-persons.

12.82 Utilization: The Grantee agrees to assure that all Project equipment and vehicles purchased with Transportation Disadvantaged Trust Funds are used to meet the identified transportation needs of the transportation disadvantaged and in support of the service plan established under the provisions of Rule 41-2, Florida Administrative Code, to serve the transportation needs of the transportation disadvantaged of the area. Purchased Project equipment and vehicles shall be operated to their maximum possible efficiency. Purchased vehicles and equipment will be used for the period of their useful lives in accordance with the most current Commission policies. The Commission may, after consultation with the Grantee, transfer purchased equipment and vehicles that it deems to be underutilized or that is not being operated for its intended purpose. This underutilized equipment and

vehicles will be returned to the Commission at a specified location at a mutually agreeable time. Reimbursement of any equity or interest of the Grantee will be made after another party has assumed the obligations under the terms and conditions of this Agreement or disposal of said items by sale has occurred. The Commission shall make the sole determination of the Grantee's interest and reimbursement. As determined by the Commission, failure to satisfactorily utilize vehicles and equipment that are purchased with Project funds shall be sufficient cause for nonpayment by the Commission as provided in Section 7.20.

12.83 Disposal of Purchased Project Equipment: Useful life of capital equipment is defined in the Commission's Capital Equipment Procedure as incorporated herein by reference. The following applicable process must be used prior to disposition of any capital equipment purchased with these grant funds:

a) When the Grantee is still under contract with the Commission and the capital equipment still has useful life, the Grantee must request written approval from the Commission prior to disposing of any equipment purchased or financed in whole or in part pursuant to this Agreement, including vehicles, during its useful life, for any purpose. Proceeds from the sale of purchased project equipment and vehicles shall be documented in the project file(s) by the Grantee. With the approval of the Commission, these proceeds may be re-invested for any purpose which expands transportation disadvantaged services to those who are transportation disadvantaged. If the Grantee does not elect to re-invest for purposes which expand transportation disadvantaged services, the gross proceeds from sale shall be refunded to the Commission in the same participation percentage ratios as were used to fund the original purchase.

b) The purchase of all vehicles and equipment financed in whole or in part pursuant to this Agreement shall be undertaken by the Grantee on behalf of the Florida Commission for the Transportation Disadvantaged in accordance with State regulations and statutes. Title to any vehicle purchased with Project funds shall be in the name of the Grantee, subject to lien in favor of the Commission. The Commission will relinquish all interest in the vehicles and equipment when it has reached the end of its useful life at which time the Commission will satisfy its lien of record.

c) When a Grantee is no longer an eligible recipient of Trip & Equipment Grant funds and no longer a Commission approved Community Transportation Coordinator, the capital equipment with useful life purchased with these grant funds must be transferred to an eligible recipient in accordance with the Commission's Capital Equipment Procedure.

12.84 Accidents. Any accident involving vehicles funded in whole or in part by Transportation Disadvantaged Trust Fund money, operated by or under contract with the grantee, must be reported to the Commission. Accidents resulting in one or more fatalities must be reported to the Commission within 24 hours of the grantee becoming aware of the fatality.

12.85 Equivalency of Service: In the event that this agreement involves the purchasing of vehicles, upon the Commission's request, the Grantee shall submit to the Commission, certification that such equipment meets or exceeds equivalency of service requirements in accordance with the Commission's Capital Equipment Procedures. Failure to abide by this requirement shall be sufficient cause for nonpayment by the Commission as provided in Section 8.20.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

"To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

14.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

15.00 Period of Agreement: The Grantee agrees to begin providing services on July 1, 2025, and to complete the Project on or before June 30, 2026. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered

termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided or equipment may have been received as provided in the project description (Exhibit A). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2026.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

17.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

18.00 Vendors and Subcontractors Rights: Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each

subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date set forth below:

GRANTEE: GUIDANCE/CARE CENTER, INC.
a FL 501(c)3 not-for-profit corporation

BY: _____
Maureen Dunleavey

TITLE: Senior Vice President

DATE: 7/14/25

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: **Executive Director (Commission Designee)**

DATE: 7/14/25

Resolution WCGCC 2023-01

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES
TRIP/EQUIPMENT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

I. PROJECT LOCATION: Monroe County(ies)

II. PROJECT DESCRIPTION: To purchase passenger trips and/or capital equipment so that transportation can be provided to eligible transportation disadvantaged individuals in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment. Services shall be provided and equipment, including vehicles, will be utilized through a coordinated transportation system which has a Memorandum of Agreement in effect, as set forth in Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. There shall be an approved eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file. Capital equipment will consist of: None.

III. DELIVERABLES:

Passenger Trips – In accordance with the Commission's invoice procedures, backup documentation shall accompany each invoice for transportation. The backup documentation identifies specific trips designated as eligible for reimbursement with Transportation Disadvantaged Trust Funds. The backup documentation shall support the Trip Summary Data Report that is submitted as part of the Grantee's invoice for reimbursement.

Capital Equipment – In accordance with the Commission's invoice procedures, an invoice from the equipment vendor, a record of payment by the Grantee shall be submitted as part of the Grantee's invoice for reimbursement, unless Exhibit D applies. For vehicle purchases, a copy of the Application for Title reflecting the Commission as first Lien Holder is also required.

IV. SPECIAL CONSIDERATIONS BY GRANTEE: All project equipment or vehicles shall meet or exceed the applicable criteria set forth in the latest Florida Department of Transportation's Guidelines for Acquiring Vehicles or criteria set forth by any other federal, state, or local government agency.

V. SPECIAL CONSIDERATIONS BY COMMISSION: Not applicable.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT B
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and Fiscal Year 2025-26 Program Manual and Instructions for the Trip & Equipment Grant. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. In addition, payment shall not be provided to the Grantee for capital until the capital has been received and proof of payment and other back up documentation, as requested, is provided to the Commission unless Exhibit D applies. The project must be completed (capital received and approved by the Grantee) no later than June 30, 2026. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

TD Trust Fund Trips	$	227,816.00	43202718401
Voluntary Dollars		.00	43202818401
TOTAL	$	227,816.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$205,035.00
Local Cash Match (10%)	$22,781.00
Voluntary Dollar Contributions	$ 0.00
Monetary Value of In-Kind Match for Voluntary Dollar Contributions	$ 0.00
Total Project Cost	**$227,816.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS $

FY 25/26	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Trips	$17,089	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086	$17,086
Capital	0											

EXHIBIT B
PAGE 2 OF 2
TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES

COMMUNITY TRANSPORTATION COORDINATOR: Guidance/Care Center, Inc.

EFFECTIVE DATE: July 1, 2025

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT $
Ambulatory	Mile	$ 4.18
Wheelchair	Mile	$ 7.17
Group (per passenger)	Mile	$ 2.02
Bus Pass - Weekly	Pass	$ 5.00
Bus Pass - Monthly	Pass	$ 15.00
Key West (One Way)Bus Pass	Pass	$ 1.00
Lower Keys (One Way)Shuttle	Pass	$ 2.00
Lower Keys Shuttle - Weekly	Pass	$ 15.00
Lower Keys Shuttle-Monthly	Pass	$ 45.00

CERTIFICATION (To Be Completed By Commission Staff):
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: John Irvine	Signature: John Irvine
Title: Project Manager	Date: 7/1/2025

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT C
STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) TRIP & EQUIPMENT GRANT PROGRAM
CSFA Number:	55.001
***Award Amount:**	$205,035.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.001 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.001 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT D
ALTERNATIVE ADVANCE PAYMENT FINANCIAL PROVISIONS
Rural Communities/Rural Areas of Opportunity

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

Agreements providing federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as defined in Section 288.0656(2), F.S., is eligible for alternative advance payment, per Section 215.971(1)(h), F.S.

1. The amount of the Invoice submitted to the Commission for verified and eligible costs incurred by the Grantee or invoiced by the Grantee's contractor(s) and consultant(s) does not exceed the total amount of the costs incurred by the Grantee or invoice(s) received from the Grantee's contractor(s) or consultant(s).

2. All Invoices received from the Grantee clearly separate any cost(s) incurred by the Grantee and the Grantee's contractor(s) or consultant(s) for eligible costs and performance under the terms and conditions of this Agreement.

3. All Invoices submitted to the Commission provide complete documentation, including copies of all contractor or consultant invoices when applicable and the date(s) the authorized work was performed and accepted by the Grantee, in sufficient detail to substantiate the eligibility of the cost(s) and performance covered by the Grantee's Invoice.

4. The Grantee has certified, on each invoice, that the costs invoiced by the Grantee or the Grantee's contractor(s) and/or consultant(s) are valid and have been incurred by the Grantee or contractor(s) and/or consultant(s) in performance of eligible work under the terms and conditions of this Agreement.

5. Each invoice subsequent to the first invoice submitted by the Grantee includes Grantee's certification that all previously invoiced costs have been paid by the Grantee.

FM/JOB No(s).	43202718401/43202818401
CONTRACT NO.	G3E09
AGREEMENT DATE:	July 1, 2025

EXHIBIT E
PROJECTS WITH NON-PROFIT ENTITIES

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida 33050.

Pursuant to Section 216.1366, F.S., the Grantee shall provide documentation to indicate the amount of state funds:

1. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Grantee.

2. Allocated under each payment by the Commission to be used for remuneration of any member of the board of directors or an officer of the Grantee. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Commission to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Grantee's website, if the Grantee is a non-profit organization and maintains a website. The Grantee shall utilize the Commission's Compensation to Non-Profits Using State Funds (sample attached) for the purpose of documenting the compensation. The Grantee shall provide to the Commission the initial completed forms for each applicable board member/officer prior to its first invoice submission. Grantee shall also submit updated forms within 30 days from receipt of each payment from the Commission.

Pursuant to Section 216.1366, F.S., the term:

1. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

2. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

3. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Commission for the Transportation Disadvantaged

COMPENSATION TO NON-PROFITS USING STATE FUNDS

Section 216.1366, Florida Statutes, establishes documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with a non-profit organization as defined in s. 215.97 (2)(m), F.S. The Commission contracts require the Grantee to provide information regarding the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the Grantee.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

This Form shall be used to document the compensation to non-profits using state funds. The Grantee shall complete the Form using the amounts and recipients of the remuneration as provided below.

The completed Form shall be provided by the Grantee to the Commission within 30 days of receipt of a payment from the Commission. Failure to timely provide the Form may result in rejection of subsequent invoices received by the Commission, immediate termination of the contract, or whatever action is deemed appropriate by the Commission.

Name: Linda Erath

Title: CFO

Agency Agreement/Contract #/Invoice #: _____

Total Contract Amount: _____

Contract Term: _____

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursement Allowances			
Moving Expense			
Transportation Costs			
Telephone Services			
Medical Services			
Housing Costs			
Meals			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Signature:	Title: CFO
Name: Linda Erath	Date:

Resolution WCGCC 2023-01

Contractual Agreements

G3085 - Guidance/Care Center and Florida Commission for the Transportation Disadvantaged Innovative Service Development (ISD)

SAMAS Approp.	108846	Fund	TDTF	FM/Job No(s).	45082228401
SAMAS Obj.	751000	Function	683	CSFA No.	55.045
Org. Code	55120000952	Contract No.	G3F30	Vendor No.	59-1458324

FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED INNOVATIVE SERVICE DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT, made and entered into by and between the STATE OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED, created pursuant to Chapter 427, Florida Statutes, hereinafter called the Commission and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050, hereinafter called the Grantee.

W I T N E S S E T H:

WHEREAS, the Grantee has the authority to enter into this Agreement and to undertake the Project hereinafter described, and the Commission has been granted the authority to use Transportation Disadvantaged Trust Fund moneys in accordance with Chapter 427, Florida Statutes or rules thereof to support pilot projects that improve access to or create new opportunities for mobility services for eligible transportation disadvantaged persons. Such pilot projects could enhance the access of older adults, persons with disabilities, and low-income individuals to and from job training, employment, healthcare and other life sustaining services; enhance regional connectivity and cross-county mobility; or reduce the difficulty in connecting transportation disadvantaged persons to a transportation hub and from the hub to their final destination.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree as follows:

1.00 Purpose of Agreement: The purpose of this Agreement is to provide trips to the transportation disadvantaged in accordance with Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, Commission policies, the Revised Fiscal Year 2025-26 Program Manual and Application Instructions for the Innovative Service Development Grant as further described in this Agreement and in Exhibit(s) A, B, C, and D, attached hereto and by this reference made a part hereof, hereinafter called the **Project**; and, for the Commission to provide financial assistance to the Grantee and state the terms and conditions upon which such financial assistance will be provided and the understandings as to the manner in which the Project will be undertaken and completed. Funds available through this agreement may be used only for transportation services for eligible transportation disadvantaged individuals. Grant funds shall not be used to supplant or replace funding of transportation disadvantaged services which are currently funded to a recipient by any federal, state, or local governmental agency.

2.00 Accomplishment of the Project: The Grantee shall commence and complete the Project as described in Exhibit A with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions herein, and all federal, state and local applicable laws.

2.10 Pursuant to Federal, State, and Local Law: In the event that any election, referendum, approval, permit, notice, or other proceeding or authorization is requisite under applicable law to enable the Grantee to enter into this Agreement or to undertake the Project hereunder, or to observe, assume or carry out any of the provisions of the Agreement, the Grantee will initiate and consummate, as provided by law, all actions necessary with respect to any such matters so requisite.

2.20 Funds of the Grantee: The Grantee will provide the necessary funds necessary for the completion of the Project.

2.30 Submission of Proceedings, Contracts and Other Documents and Products: The Grantee shall submit to the Commission such data, reports, records, contracts, certifications and other financial or operational documents or products relating to the Project as the Commission may require as provided by law, rule or under this agreement. Failure by the Grantee to provide such documents, or provide other documents or products required by previous agreements between the Commission and the Grantee, may, at the Commission's discretion, result in refusal to reimburse project funds or other permissible sanctions against the Grantee, including termination.

2.40 Incorporation by Reference: The Grantee and Commission agree that by entering into this Agreement, the parties explicitly incorporate by reference into this Agreement the applicable law and provisions of Chapter 427, Florida Statutes and Rule 41-2, Florida Administrative Code, and the Revised Fiscal Year 2025-26 Program Manual and Application Instructions for the Innovative Service Development Grant.

3.00 Total Project Cost: The total estimated cost of the Project is $91,725.00. This amount is based upon the amounts summarized in Exhibit B and by this reference made a part hereof. The Grantee agrees to bear all expenses in excess of the total estimated cost of the Project and any deficits involved, including any deficits revealed by an audit performed in accordance with Section 6.00 hereof after completion of the project.

4.00 Commission Participation: The Commission agrees to a maximum participation, including contingencies, in the Project in the amount of $82,553.00 as detailed in Exhibit B, or in an amount equal to the percentage(s) of total actual project cost shown in Exhibit B, whichever is less.

4.10 Eligible Costs: Grant Funds, derived exclusively from the Transportation Disadvantaged Trust Fund, may only be used by the Commission and the Grantee to subsidize a portion of a transportation disadvantaged person's transportation costs, and then only if a match, as specified in the Grant Program Manual, is provided by the Grantee. Trips shall be purchased at the fares indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement. The Grantee shall maintain an approval process and have an approved written eligibility application for each rider who receives transportation service (trip or bus pass). In addition, documentation which supports the eligibility determination shall be maintained by the Grantee as part of the rider's eligibility file.

4.20 Eligible Project Expenditures: Project costs eligible for State participation will be allowed only from the date of this Agreement. It is understood that State participation in eligible project costs is subject to:

a) The understanding that disbursement of funds will be made in accordance with the Commission's cash forecast;
b) Availability of funds as stated in Section 14.00 of this Agreement;
c) Commission approval of the project scope and budget (Exhibits A & B) at the time appropriation authority becomes available;
d) Submission of all certifications, invoices, detailed supporting documentation, or other obligating documents and all other terms of this agreement.

4.30 Project Funds: In addition to other restrictions set out in this Grant agreement, the Grantee must also adhere to the following limitations on the use of Transportation Disadvantaged Trust Funds:

4.31 Transfer of Funds: A Grantee in a non-multi-county designated service area, may not borrow, loan or otherwise transfer Transportation Disadvantaged Trust Funds from one designated service area to another without the express written approval of the Commission.

4.40 Front End Funding and Retainage: Front end funding and retainage are not applicable.

5.00 Project Budget and Disbursement Schedule:

5.10 The Project Budget: The Grantee shall maintain the Commission approved Project Budget, as set forth in Exhibit B, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved budget for the Project. The budget may be revised periodically, but no budget revision shall be effective unless it complies with fund participation requirements established in Section 4.00 of this Agreement and is approved in writing by the Commission. Any budget revision that changes the fund participation requirements established in Section 4.00 of this agreement shall not be effective unless approved in writing by the Commission and the Florida Department of Transportation Comptroller.

5.20 Schedule of Disbursements: The Grantee shall abide by the Commission approved disbursements schedule, contained in Exhibit B. This schedule shall show estimated disbursement of Commission funds for the entire term of the Project by month of the fiscal year in accordance with Commission fiscal policy. The schedule may be divided by Project phase where such division is determined to be appropriate by the Commission. Any deviation from the approved schedule in Exhibit B requires advance submission of a supplemental schedule by the agency and advance approval by the Commission. Reimbursement for the Commission's share of the project shall not be made for an amount greater than the cumulative total, up to any given month, as indicated in the disbursement schedule in Exhibit B. Grantee shall invoice on a **monthly** basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative

total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Grantee will make every effort to submit invoices within thirty (30) days after the month of service provision.

6.00 Accounting Records, Audits and Insurance:

6.10 Establishment and Maintenance of Accounting Records: The Grantee shall establish for the Project, in conformity with the latest current uniform requirements established by the Commission to facilitate the administration of the transportation disadvantaged financing program, either separate accounts to be maintained within its existing accounting system, or establish independent accounts. Such transportation disadvantaged financing accounts are referred to herein collectively as the "Project Account." The Project Account, and detailed documentation supporting the Project Account, must be made available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

Should the Grantee provide transportation to other purchasing agencies within the coordinated system during the time period of this Agreement, the Grantee shall maintain detailed documentation supporting the transportation to the other purchasing agencies, and must make this documentation available upon request, without cost, to the Commission any time during the period of the Agreement and for five years after final payment is made or if any audit has been initiated and audit findings have not been resolved at the end of five years, the records shall be retained until resolution of the audit findings.

6.20 Funds Received Or Made Available for The Project: The Grantee shall appropriately record in the Project Account, and deposit in a bank or trust company which is a member of the Federal Deposit Insurance Corporation, all transportation disadvantaged trust fund payments received by it from the Commission pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project, which Commission payments and other funds are herein collectively referred to as "Project Funds." The Grantee shall require depositories of Project Funds to secure continuously and fully all Project Funds in excess of the amounts insured under Federal plans, or under State plans which have been approved for the deposit of Project funds by the Commission, by the deposit or setting aside of collateral of the types and in the manner as prescribed by State law for the security of public funds, or as approved by the Commission.

6.30 Costs Incurred for the Project: The Grantee shall charge to the Project Account only eligible costs of the Project. Costs in excess of the latest approved budget, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund, or attributable to actions which have not met the other requirements of this Agreement, shall not be considered eligible costs.

6.40 Documentation of Project Costs and Claims for Reimbursement: All costs charged to the Project, including any approved services contributed by the Grantee or others, shall be supported by, invoices, and other detailed supporting documentation evidencing in proper detail of the charges. The Grantee shall provide upon request, sufficient detailed documentation for each cost or claim for reimbursement to allow an audit trail to ensure that the services rendered or costs incurred were those which were agreed upon. The documentation must be sufficiently detailed to comply with the laws and policies of the Department of Financial Services.

6.50 Checks, Orders, and Vouchers: Any check or order drawn by the Grantee with respect to any item which is or will be chargeable against the Project Account will be drawn only in accordance with a properly signed voucher then on file in the office of the Grantee stating in proper detail the purpose for which such check or order is drawn. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, within the Grantee's existing accounting system, and, to the extent feasible, kept separate and apart from all other such documents.

6.60 Audits:

1. The administration of resources awarded through the Commission to the Grantee by this Agreement may be subject to audits and/or monitoring by the Commission and the Department of Transportation (Department). The following requirements do not limit the authority of the Commission or the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Grantee shall comply with all audit and audit reporting requirements as specified below.

   a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Grantee's use of state financial assistance may include but not be limited to on-site visits by Commission and/or Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Commission by this Agreement. By entering into this Agreement, the Grantee agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Commission and/or the Department. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Commission, the Department, the Chief Financial Officer (CFO) or the Auditor General.

   b. The Grantee a nonstate entity as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Commission through this Agreement is subject to the following requirements:

i. In the event the Grantee meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. Exhibit C to this Agreement indicates state financial assistance awarded through the Commission by this Agreement needed by the Grantee to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Grantee shall ensure that the audit complies with the requirements of Section 215.97, Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Grantee is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Grantee must provide a single audit exemption statement via email to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Grantee's audit period for each applicable audit year. In the event the Grantee does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Grantee's resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to both:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Grantee, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Grantee in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Grantee's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Commission by this Agreement. If the Grantee fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Commission and/or the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Grantee shall permit the Commission, the Department, or its designee, CFO or the Auditor General access to the Grantee's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Grantee shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Commission, the Department, or its designee, CFO or the Auditor General access to such records upon request. The Grantee shall ensure that the audit working papers are made available to the Commission, the Department, or its designee, CFO or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Commission and/or the Department.

6.70 Inspection: The Grantee shall permit, and shall require its contractors to permit, the Commission's authorized representatives to inspect all work, materials, payrolls, records; and to audit the books, records and accounts pertaining to the financing and development of the Project at all reasonable times including upon completion of the Project, and without notice.

6.80 Insurance: The Grantee shall carry insurance on Project vehicles and equipment, and guarantee liability for minimum coverage as follows:

6.81 Liability: Liability coverage in an amount of $200,000 for any one (1) person, $300,000 per occurrence at all times in which Project vehicles or equipment are engaged. The Grantee shall ensure that contracted Transportation Operators also maintain the same minimum liability insurance.

6.82 Collision: Collision, fire, theft, and comprehensive coverage in any amount required to pay for any damages to the Project vehicle(s) and equipment including restoring to its then market value or replacement.

6.83 Property Insurance: The Grantee shall carry fire, theft, and comprehensive coverage property insurance, with replacement cost value, on equipment, other than vehicles, purchased with Transportation Disadvantaged Trust Funds.

6.84 Other Insurance: The above required insurance will be primary to any other insurance coverage that may be applicable.

7.00 Compensation and Payments: In order to obtain any Transportation Disadvantaged Trust Funds, the Grantee shall:

7.10 File with the Commission for the Transportation Disadvantaged, FLCTDinvoice@dot.state.fl.us, its invoice on a form or forms prescribed by the Commission, and such other detailed supporting documentation pertaining to the Project Account and the Project (as listed in Exhibit B hereof) as the Commission may require, to justify and support the payment as specified in the Commission's Grant Agreement and Invoicing Procedures.

7.11 Grantee certifies, under penalty of perjury, that the Grantee will comply with the provisions of the Agreement and that all invoices and support documentation will be true and correct.

7.12 Financial Consequence: Reimbursement payment for transportation services shall not be provided to the Grantee until trips are provided and documentation supporting such services has been approved. The project must be completed no later than June 30, 2026.

7.20 The Commission's Obligations: Subject to other provisions hereof, the Commission will honor such invoices in amounts and at times deemed by the Commission to be proper and in accordance with this Agreement to ensure the completion of the Project and payment of the eligible costs. However, notwithstanding any other provision of this Agreement, the Commission may give written notice to the Grantee that it will refuse to make a payment to the Grantee on the Project Account if:

7.21 Misrepresentation: The Grantee has made misrepresentations of a material nature in its application, or any supplement thereto or amendment thereof, with respect to any document or record of data or certification furnished therewith or pursuant hereto;

7.22 Litigation: There is pending litigation with respect to the performance by the Grantee of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement, or payments to the Project;

7.23 Required Submittals/Certifications: The Grantee has failed or refused to provide to the Commission detailed documentation of requisitions or certifications of actions taken;

7.24 Conflict of Interests: There has been any violation of the conflict of interest provisions, prohibited interests, or lobbying restrictions, contained herein;

7.25 Default: The Grantee has been determined by the Commission to be in default under any of the provisions of this or any other Agreement which the Grantee has with the Commission; or

7.26 Supplanting of Funds: The Grantee has used Transportation Disadvantaged Trust Funds to replace or supplant available and appropriate funds for the same purposes, in violation of Chapter 427, Florida Statutes.

7.30 Disallowed Costs: In determining the amount of the Grantee's payment, the Commission will exclude all costs incurred by the Grantee prior to the agreement, costs which are not provided for in the latest approved budget for the Project, costs which are not within the statutory criteria for the Transportation Disadvantaged Trust Fund

7.40 Invoices for Goods or Services: Invoices for goods or services or expenses provided or incurred pursuant to this Agreement shall be submitted in accordance with the Commission's invoice procedures in detail sufficient for a proper preaudit and postaudit thereof. Failure to submit to the Commission detailed supporting documentation with the invoice or request for project funds will be cause for the Commission to refuse to pay the amount claimed by the Grantee until the Commission is satisfied with such documentation.

7.50 Commission Claims: If, after project completion, any claim is made by the Commission resulting from an audit or for work or services performed pursuant to this agreement, the Commission may offset such amount from payments due for work or services done under any grant agreement which it has with the Grantee owing such amount if, upon demand, payment of the amount is not made within (60) days to the Commission. Offsetting any amount pursuant to this section shall not be considered a breach of contract by the Commission.

8.00 Termination or Suspension of Project:

8.10 Termination or Suspension Generally: If the Grantee abandons or, before completion, finally discontinues the Project; or if, by reason of any of the events or conditions set forth in Section 8.20, or for any other reason, the commencement, prosecution, or timely completion of the Project by the Grantee is rendered improbable, infeasible, impossible, or illegal, the Commission may, by written notice to the Grantee, suspend any or all of its obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected, or the Commission may terminate any or all of its obligations under this Agreement.

8.20 Action Subsequent to Notice of Termination or Suspension: Upon receipt of any final termination or suspension notice under this section, the Grantee shall proceed promptly to carry out the actions required therein which may include any or all of the following: (1) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to the minimum the costs upon the basis of which the financing is to be computed; (2) furnish a statement of the project activities and contracts, and other undertakings the cost of which are otherwise includable as Project costs; and (3) remit to the Commission such portion of the financing and any advance payment previously

received as is determined by the Commission to be due under the provisions of the Agreement. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and budget as approved by the Commission or upon the basis of terms and conditions imposed by the Commission upon the failure of the Grantee to furnish the schedule, plan, and budget within a reasonable time. The acceptance of a remittance by the Grantee shall not constitute a waiver of any claim which the Commission may otherwise have arising out of this Agreement.

8.30 Public Records: IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(850) 410-5700
CTDOmbudsman@dot.state.fl.us
605 Suwannee Street, MS 49
Tallahassee, Florida 32399

The Grantee shall keep and maintain public records required by the Commission to perform the service of this agreement.

Upon request from the Commission's custodian of public records, provide the Commission 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.

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 the agreement if the Grantee does not transfer the records to the Commission.

Upon completion of the agreement, transfer, at no cost, to the Commission all public records in possession of the Grantee or keep and maintain public records required by the Commission to perform the service. If the Grantee transfers all public records to the Commission upon completion of the contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains public records upon completion of the contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

Failure by the Grantee to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by the Commission.

9.00 Remission of Project Account Upon Completion of Project: Upon completion and after financial audit of the Project, and after payment, provision for payment, or reimbursement of all Project costs payable from the Project Account is made, the Grantee shall remit to the Commission its share of any unexpended balance in the Project Account.

10:00 Third Party Agreements: The Grantee shall conduct an open and fair competitive process for any service that it subcontracts for or obligates itself that requires the disbursement of Transportation Disadvantaged Trust Fund moneys, with respect to this project.

11.00 Restrictions, Prohibitions, Controls, and Labor Provisions:

11.10 Equal Employment Opportunity: In connection with the carrying out of this Agreement, the Grantee shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall insert the foregoing provision modified only to show the particular contractual relationship in all its contracts in connection with the development of operation of the Project, except contracts for the standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Grantee shall post, in conspicuous places available to employees and applicants for employment for Project work, notices setting forth the provisions of the non-discrimination clause.

11.20 Title VI - Civil Rights Act of 1964: The Grantee must comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (78 Statute 252), the Regulations of the Federal Department of Transportation, the Regulations of the Federal Department of Justice and the assurance by the Grantee pursuant thereto.

11.30 Prohibited Interests:

11.31 Contracts or Purchases: Unless authorized in writing by the Commission, no officer of the Grantee, or employee acting in his or her official capacity as a purchasing agent, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for the Grantee from any business entity of which the officer or employee or the officer's or employee's business associate or spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest.

11.32 Business Conflicts: Unless authorized in writing by the Commission, it is unlawful for an officer or employee of the Grantee, or for any company, corporation, or firm in which an officer or employee of the Grantee has a financial interest, to bid on, enter into, or be

personally interested in the purchase or the furnishing of any materials, services or supplies to be used in the work of this agreement or in the performance of any other work for which the Grantee is responsible.

11.33 Solicitations: No officer or employee of the Grantee shall directly or indirectly solicit or accept funds from any person who has, maintains, or seeks business relations with the Grantee.

11.34 Former Employees - Contractual Services: Unless authorized in writing by the Commission, no employee of the Grantee shall, within 1 year after retirement or termination, have or hold any employment or contractual relationship with any business entity in connection with any contract for contractual services which was within his or her responsibility while an employee.

11.35 Former Employees - Consulting Services: The sum of money paid to a former employee of the Grantee during the first year after the cessation of his or her responsibilities, by the Grantee, for contractual services provided to the Grantee, shall not exceed the annual salary received on the date of cessation of his or her responsibilities. The provisions of this section may be waived by the Grantee for a particular contract if the Grantee determines, and the Commission approves, that such waiver will result in significant time or cost savings for the Grantee and the project.

The Grantee shall insert in all contracts entered into in connection with this Agreement and shall require its contractors to insert in each of their subcontracts, the following provision:

> "No member, officer, or employee of the Grantee during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this section shall not be applicable to any agreement between the Grantee and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

11.40 Non-discrimination of Persons With Disabilities: The Grantee and any of its contractors or their sub-contractors shall not discriminate against anyone on the basis of a handicap or disability (physical, mental or emotional impairment). The Grantee agrees that no funds shall be used to rent, lease or barter any real property that is not accessible to persons with disabilities nor shall any meeting be held in any facility unless the facility is accessible to persons with disabilities. The Grantee shall also assure compliance with The Americans with Disabilities Act, as amended, as it may be amended from time to time.

11.50 Lobbying Prohibition: No Grantee may use any funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. No Grantee may employ any person or organization with funds received pursuant to this Agreement for the purpose of lobbying the Legislature, the judicial branch, or a state agency. The "purpose of lobbying" includes, but is not limited to, salaries, travel expenses and per diem, the cost for

publication and distribution of each publication used in lobbying; other printing; media; advertising, including production costs; postage; entertainment; telephone; and association dues. The provisions of this section supplement the provisions of Section 11.062, Florida Statutes, which is incorporated by reference into this Agreement.

11.60 Public Entity Crimes: No Grantee shall accept any bid from, award any contract to, or transact any business with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133, Florida Statutes. The Grantee may not allow such a person or affiliate to perform work as a contractor, supplier, subcontractor, or consultant under a contract with the Grantee. If the Grantee was transacting business with a person at the time of the commission of a public entity crime which resulted in that person being placed on the convicted vendor list, the Grantee may also not accept any bid from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

11.70 Homeland Security: Grantee shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. all new persons employed by the grantee during the term of the grant agreement to perform employment duties within Florida; and
2. all new persons, including subcontractors, assigned by the grantee to perform work pursuant to the contract with the Commission.

The Commission shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

12.00 Miscellaneous Provisions:

12.10 Environmental Pollution: All Proposals, Plans, and Specifications for the acquisition, reconstruction, or improvement of vehicles or equipment, shall show that such vehicles or equipment are equipped to prevent and control environmental pollution.

12.20 Commission Not Obligated to Third Parties: The Commission shall not be obligated or liable hereunder to any party other than the Grantee.

12.30 When Rights and Remedies Not Waived: In no event shall the making by the Commission of any payment to the Grantee constitute or be construed as a waiver by the Commission of any breach of covenant or any default which may then exist, on the part of the

Grantee, and the making of such payment by the Commission while any such breach or default shall exist shall in no way impair or prejudice any right or remedy available to the Commission for such breach or default.

12.40 How Contract Affected by Provisions Being Held Invalid: If any provision of this Agreement is held invalid, the provision shall be severable and the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

12.50 Bonus and Commissions: By execution of the Agreement, the Grantee represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its financing hereunder.

12.60 State or Territorial Law: Nothing in the Agreement shall require the Grantee to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State or Federal law. Provided, that if any of the provisions of the Agreement violate any applicable State or Federal law, the Grantee will at once notify the Commission in writing in order that appropriate changes and modifications may be made by the Commission and the Grantee to the end that the Grantee may proceed as soon as possible with the Project.

12.70 Venue: This agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and the Florida law, the laws of Florida shall prevail. The Grantee agrees to waive forum and venue and that the Commission shall determine the forum and venue in which any dispute under this Agreement is decided.

12.80 Accidents: Any accident involving vehicles funded in whole or in part by Transportation Disadvantaged Trust Fund money, operated by or under contract with the grantee, must be reported to the Commission. Accidents resulting in one or more fatalities must be reported to the Commission within 24 hours of the grantee becoming aware of the fatality.

13.00 Contractual Indemnity: It is not intended by any of the provision of this Agreement to create in the public or any member thereof, a third-party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Grantee guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Grantee or any subcontractor, in connection with this Agreement. Additionally, to the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, Florida Statutes, the Grantee agrees to indemnify, and hold harmless the Commission, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Grantee and persons employed or utilized by the Grantee in the performance of this Agreement. This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph

is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity. Additionally, the Grantee agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this agreement.

> "To the fullest extent permitted by law, the Grantee's contractor/consultant shall indemnify, and hold harmless the Commission for the Transportation Disadvantaged, including the Commission's officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Grantee's sovereign immunity."

14.00 Appropriation of Funds: The State of Florida's performance and obligation to pay under this agreement is contingent upon an annual appropriation by the Legislature. If applicable, the Grantee's performance of its obligations under this Agreement is subject to an appropriation by the Grantee's Board of County Commissioners for the purposes set forth hereunder. The Commission acknowledges where the Grantee is a political subdivision of the State of Florida it is authorized to act in accordance with the Grantee's purchasing ordinance(s), laws, rules and regulations.

15.00 Period of Agreement: The Grantee agrees to begin providing services on July 1, 2025, and to complete the Project on or before June 30, 2026. If the Grantee does not complete the Project within this time period, this agreement will expire. Expiration of this agreement will be considered termination of the Project and the procedure established in Section 8.00 of this agreement shall be initiated. For the purpose of this section, completion of project is defined as the latest date by which services may have been provided as provided in the project description (Exhibit A). Unless otherwise extended by the Commission, all reimbursement invoices must be received by the Commission no later than August 15, 2026.

16.00 Agreement Format: All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

17.00 Execution of Agreement: This agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

18.00 Vendors and Subcontractors Rights: Vendors (in this document identified as the Grantee) providing goods and services to the Commission will receive payments in accordance with Section 215.422, Florida Statutes. The parties hereto acknowledge Section 215.422, Florida Statutes, and hereby agree that the time in which the Commission is required to approve and inspect goods and services shall be for a period not to exceed eleven (11) working days upon receipt of a proper invoice. The Florida Department of Transportation has twenty (20) days to deliver a request for payment

(voucher) to the Department of Financial Services after receiving an approved invoice from the Commission. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of the invoice and receipt, inspection and approval of goods and services, a separate interest penalty per day (as defined by Rule) will be due and payable, in addition to the invoice amount to the Grantee. The interest penalty provision applies after a 35-day time period to health care providers, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Grantee requests payment. Invoices which have to be returned to a Grantee because of vendor preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Commission.

A Vendor Ombudsman has been established within the Department of Management Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Commission. The Vendor Ombudsman may be contacted at (850) 413-5516.

19.00 Payment to Subcontractors: Payment by the Grantee to all subcontractors with approved third-party contracts shall be in compliance with Section 287.0585, Florida Statutes. Each third-party contract from the Grantee to a subcontractor for goods or services to be performed in whole or in part with Transportation Disadvantaged Trust Fund moneys, must contain the following statement:

> When a contractor receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of Chapter 339, the contractor shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the contractor receives less than full payment, then the contractor shall be required to disburse only the funds received on a pro rata basis with the contractor, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the contractor without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the contractor of full or partial payment, the contractor shall pay to the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this section may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or vendors in proceedings brought against contractors under the provisions of this section.

20.00 Modification: This Agreement may not be changed or modified unless authorized in writing by both parties.

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this agreement as of the date set forth below:

GRANTEE: GUIDANCE/CARE CENTER, INC.
a FL 501c3 not-for-profit corporation

BY: _____
Maureen Dunleavy

TITLE: Senior Vice President

DATE: 7/23/2025

Resolution WCGCC 2023-01

COMMISSION FOR THE TRANSPORTATION DISADVANTAGED

BY: _____

TITLE: **Executive Director (Commission Designee)**

DATE: 7/31/25

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT A
PROJECT DESCRIPTION AND RESPONSIBILITIES
INNOVATIVE SERVICE DEVELOPMENT GRANT

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

PROJECT LOCATION: Monroe County(ies)

PROJECT DESCRIPTION: To provide financial assistance for the provision of eligible trips to qualified transportation disadvantaged riders residing in Monroe County.

Eligible trips are shared, door-to-door trips originating as far south as the Lower Keys (Monroe County) into Miami-Dade County primarily for medical purposes.

TD riders may be picked up as early as 4:00 am to arrive in Miami-Dade County by 8:00 am. Trips will be requested at a minimum of 48 hours in advance. Service can be provided Monday-Friday up to three round trips per week.

RIDER ELIGIBILITY: The Grantee will utilize its current Transportation Disadvantaged Rider eligibility application process to determine rider qualifications.

DELIVERABLES: Passenger Trips – In accordance with the Commission's invoice procedures, backup documentation shall accompany each invoice for transportation. The backup documentation identifies specific trips designated as eligible for reimbursement with Transportation Disadvantaged Trust Funds. The backup documentation shall support the Trip Summary Data Report that is submitted as part of the Grantee's invoice for reimbursement.

PROJECT GOALS: The following are goals of the project. Grantee shall submit a quarterly report that demonstrates, at a minimum, the status of each project goal. The report shall be in a format approved by the Commission. Payment is not contingent upon the submission of these reports or goals being met:

1. Provide 200 trips during the grant period.

2. Provide transportation to 50 transportation disadvantaged eligible individuals during the grant period.

3. 90% of the unduplicated passenger head count should provide a favorable evaluation of the service and could include the following components, at a minimum:

    a. Opportunity to have morning appointments in Miami-Dade County have been been beneficial.
    b. Opportunity to stay for longer appointments, when necessary, have been beneficial.
    c. Reliability of on-time pick-ups.
    d. Reliability of service.

SPECIAL CONSIDERATIONS BY GRANTEE:

None

SPECIAL CONSIDERATIONS BY COMMISSION:

None

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT B
PROJECT BUDGET AND DISBURSEMENT SCHEDULE

This exhibit forms an integral part of that certain Grant Agreement between the Florida Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

I. PROJECT COST:

Estimated Project Cost shall conform to those eligible costs as indicated by Chapter 427, Florida Statutes, Rule 41-2, Florida Administrative Code, the most current Commission policies and the Revised Fiscal Year 2025-26 Program Manual and Application Instructions for the Innovative Service Development Grant. Trips shall be purchased at the rates indicated in Exhibit B, Page 2 of 2 attached to and made a part of this agreement.

Grantee shall invoice on a monthly basis actual costs that may be above or below (+/-) the amount of the monthly allocation disbursement schedule reflected on Exhibit B. At times, this may result in "underbilling" or "overbilling". Any excess (underbilled) funds may be recaptured on a monthly invoice that does not exceed the cumulative total of funds disbursed to date with supporting documentation. No excess funds remaining on the grant at the end of the grant period will be reimbursed to the Grantee. Any overpayment of TD funds must be repaid to the Commission upon project completion. Reimbursement payment for transportation services shall not be provided to the Grantee until documentation supporting such services has been approved. The project must be completed no later than June 30, 2026.

TD Trust Fund Trips	$ 91,725.00	45082228401
TOTAL	$ 91,725.00	

II. SOURCE OF FUNDS:

Commission for the Transportation Disadvantaged State Funds (no more than 90%)	$82,553.00
Local Cash Match (10%)	$ 9,172.00
Total Project Cost	**$91,725.00**

III. DISBURSEMENT SCHEDULE OF COMMISSION (State) FUNDS $

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2025/26	6,884	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879	6,879

TRANSPORTATION DISADVANTAGED TRUST FUND
SERVICE RATES
EXHIBIT B
PAGE 2 OF 2

COMMUNITY TRANSPORTATION COORDINATOR: Guidance/Care Center, Inc.

EFFECTIVE DATE: July 1, 2025

TYPE OF SERVICE TO BE PROVIDED	UNIT (Passenger Mile, Trip, or Pass)	COST PER UNIT $
Ambulatory/Wheelchair	Mile	$5.85
Group Ambulatory/Wheelchair	Mile	$3.98

CERTIFICATION (To Be Completed By Commission Staff):
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Name: John Irvine	Signature: John Irvine
Title: Project Manager	Date: 7/31/2025

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT C

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Commission for the Transportation Disadvantaged/Florida Department of Transportation
State Project Title:	COMMISSION FOR THE TRANSPORTATION DISADVANTAGED (CTD) Innovative Service Development Grant
CSFA Number:	55.045
***Award Amount:**	$82,553.00

*The state award amount may change with supplemental agreements

Specific project information for CSFA Number 55.045 is provided at:
https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.045 are provided at:
https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

FM/JOB No(s).	45082228401
CONTRACT NO.	G3F30
AGREEMENT DATE:	July 1, 2025

EXHIBIT D
PROJECTS WITH NON-PROFIT ENTITIES

This exhibit forms an integral part of that Grant Agreement, between the State of Florida, Commission for the Transportation Disadvantaged and Guidance/Care Center, Inc., 3000 41st Street Ocean, Marathon, Florida, 33050.

Pursuant to Section 216.1366, F.S., the Grantee shall provide documentation to indicate the amount of state funds:

1. Allocated to be used during the full term of this Agreement for remuneration to any member of the board of directors or an officer of the Grantee.

2. Allocated under each payment by the Commission to be used for remuneration of any member of the board of directors or an officer of the Grantee. The documentation must indicate the amounts and recipients of the remuneration.

Such information will be posted by the Commission to the Florida Accountability Contract Tracking System maintained pursuant to Section 215.985, F.S., and must additionally be posted to the Grantee's website, if the Grantee is a non-profit organization and maintains a website. The Grantee shall utilize the Commission's Compensation to Non-Profits Using State Funds (sample attached) for the purpose of documenting the compensation. The Grantee shall provide to the Commission the initial completed forms for each applicable board member/officer prior to its first invoice submission. Grantee shall also submit updated forms within 30 days from receipt of each payment from the Commission.

Pursuant to Section 216.1366, F.S., the term:

1. "Officer" means a chief executive officer, chief financial officer, chief operating officer, or any other position performing an equivalent function.

2. "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

3. "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Commission for the Transportation Disadvantaged

COMPENSATION TO NON-PROFITS USING STATE FUNDS

Section 216.1366, Florida Statutes, establishes documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with a non-profit organization as defined in s. 215.97 (2)(m), F.S. The Commission contracts require the Grantee to provide information regarding the amount of state funds:
• Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the Grantee.
• Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Grantee.

This Form shall be used to document the compensation to non-profits using state funds. The Grantee shall complete the Form using the amounts and recipients of the remuneration as provided below.

The completed Form shall be provided by the Grantee to the Commission within 30 days of receipt of a payment from the Commission. Failure to timely provide the Form may result in rejection of subsequent invoices received by the Commission, immediate termination of the contract, or whatever action is deemed appropriate by the Commission.

Name: _____

Title: _____

Agency Agreement/Contract #/Invoice #: _____

Total Contract Amount: _____

Contract Term: _____

Line Item Budget Category	Total Amount Allocated	Total Amount Paid	Amount Paid from State Funds
Salaries			
Fringe Benefits			
Bonuses			
Accrued Paid Time Off			
Severance Payments			
Retirement Contributions			
In-Kind Payments			
Incentive Payments			
Reimbursement Allowances			
Moving Expense			
Transportation Costs			
Telephone Services			
Medical Services			
Housing Costs			
Meals			

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Signature:	Title:
Name:	Date:

FY2026 Annual Performance Report
(For year October 1, 2025 – September 30, 2026)

Agency Name	
Point of Contact (POC)	
Phone/Email	
Grant Amount	

Per Section 8 of your contract, it is required that you fill out the entire form and answer every question.

Narrative on the FY2026 Performance (i.e. successes, challenges, etc.):

Questions:

1. Please list services and client information below for the program/activities funded by the Monroe County award.

Services	Target Population	Number of Persons in Target Population	Total Number of Clients Served in FY2026
		Total Unduplicated Clients Served	

2. What were the measurable outcomes (including numbers) accomplished in FY2026? *Please base these outcomes on the services you identified in Question #1.*

3. What number and percentage of your clients/participants were at or below the federal poverty level in FY2026; and/or 200%; and/or another standard used by your organization?

4. Were all the awarded funds used in FY2026? If not, please explain.

5. What is the number of FTEs working on the program(s) funded by the award in FY2026?

6. Were the awarded funds used as match in FY2026? If so, please list matching sources.

7. What area of Monroe County did you serve in FY2026?

8. How many total FTEs in your organization?

9. Volunteers: ____ hours of program service were contributed by _____ volunteers in FY2026.

10. What was the CEO/Executive Director (or highest paid title) compensation in FY2026? *(Please breakdown between salary and benefits.)*

11. What is your organization's fiscal year?

For the following questions, please use the number as reported on your FY2026 IRS Form 990. If your FY2026 IRS Form 990 is not yet prepared, please provide an estimate for the following questions.

12. What were your organization's total expenses in FY2026?

13. What was your organization's total revenue in FY2026?

14. What was the organization's total in grants and contracts for FY2026?

15. What was the organization's total donations and in-kind (fundraising) in FY2026?

16. What percentage of your expenses are program service expenses[1] versus management and general expenses[2] in FY2026 as reported on your IRS Form 990?

Email the Annual Performance Report to the Grants Coordinator for Monroe County

[1] Program service expenses are defined as expenses needed to run your programs.

[2] Management and general expenses encompass expenses such as human resources, salaries of those not working directly with programs, legal services, accounting services, insurance expenses, office management, auditing, and other centralized services.

Social Services Transportation Disadvantaged Program: Scope of Services, Vehicle Adoption, and Operational Requirements

SCOPE OF SERVICES

Service Operations. The Contractor shall provide SSTDP services on a shared-ride, non-emergency basis. Pickup windows and trip scheduling shall be established at the discretion of the Contractor, subject at all times to operational requirements, service efficiency, and the standards set forth by the County. Services shall be provided Monday through Friday during the County's normal business hours of 8:00 a.m. to 5:00 p.m. Any provision of services outside of these hours, including weekends, holidays, or special events, shall require the prior written approval of the Director of Community Services or their designee. The Contractor shall retain discretion to align service operations to meet passenger demand; provided, however, that all services shall be performed exclusively within the geographic boundaries of Monroe County unless and until Attachment G has been duly authorized and activated in writing by the County, in which case the Contractor shall provide services in strict accordance with the additional terms and conditions set forth therein.

VEHICLE ADOPTION

Adoption and Transfer of County Vehicles. To support the operations of the Special Services Transportation Disadvantaged Program (SSTDP), and as authorized by 49 U.S.C. § 5310 and Federal Transit Administration (FTA) Circular 9070.1G, Monroe County shall transfer titled ownership of three (3) SSTDP transportation vehicles to the Contractor. As the Community Transportation Coordinator (CTC), the Contractor shall adopt, accept transfer of title, and assume ownership of the vehicles. Upon execution of this Agreement, the County shall fully release title and ownership.

Transfer of Property. Pursuant to 49 U.S.C. § 5310(g), a recipient may transfer facilities and equipment acquired with Section 5310 assistance to any entity eligible under 49 U.S.C. chapter 53, with the consent of the current holder, provided the assets will continue to be used in accordance with Section 5310 requirements. This provision extends the recipient's flexibility under the common grant rule to manage equipment and facilities, including real property.

Vehicles to be Transferred:

County Vehicle #	FDOT Vehicle #	Vehicle Identification Number
9677	60013	1HA3GRBGXHN008527
9757	60038	1FDFE4FS5KDC03212
10263	60065	1FDFE4FS1KDC56604

OPERATIONAL REQUIREMENTS

Eligibility and Registration. The Contractor shall ensure that all passengers utilizing SSTDP services are Monroe County residents who meet County-established eligibility criteria. Eligible riders shall include seniors aged sixty (60) and older, and passengers requiring transportation to essential destinations in the following County-designated priority order:

- Priority 1: Medical and health-related appointments, including but not limited to Department of Health services and pharmacy.
- Priority 2: County-designated Social Service Department meal sites.
- Priority 3: Welfare or public assistance appointments and grocery shopping.
- Priority 4: Place of employment.
- Priority 5: Other community service programs, with prior written approval and designation by the County.

The Contractor shall collect and maintain registration records, including name, address, phone number, date of birth, Social Security number, Medicaid status (if applicable), and information on special assistance or mobility needs. Records shall be maintained in compliance with applicable confidentiality laws and 2 CFR Part 200 requirements.

The County reserves the right to suspend, modify, or reprioritize transportation categories at its sole discretion, including during emergencies, funding changes, or as otherwise necessary to meet

community needs. Priority 1 riders shall be given precedence over all other categories in the event of scheduling conflicts or capacity limitations.

Limitations of Service. SSTDP services are subject to operational limitations including vehicle availability, scheduling capacity, weather conditions, and County approval. The Contractor shall not represent or operate SSTDP as a taxi or on-demand service. Passengers shall be informed that scheduling flexibility is required for participation in shared-ride paratransit operations.

Indemnification. The parties agree that one percent (1%) of the total compensation paid to Contractor for the work or services under this Agreement constitutes specific consideration to Contractor for the indemnification to be provided under the Agreement. Notwithstanding any minimum insurance requirements prescribed elsewhere in this Agreement, the Contractor shall defend, indemnify, and hold the County, and the County's elected and appointed officers and employees, harmless from and against any claims, actions or causes of action, any litigation, administrative proceedings, appellate proceedings, or other proceedings relating to any type of injury (including death), loss, damage, fine, penalty or business interruption, and any costs or expenses that may be asserted against, initiated with respect to, or sustained by, any indemnified party by reason of, or in connection with: (A) any activity of the Contractor or any of its employees, agents, contractors or other invitees during the term of this Agreement; (B) the negligence or recklessness, intentional wrongful misconduct, errors or other wrongful act or omission of the Contractor or any of its employees, agents, sub-contractors or other invitees; or (C) the Contractor's default in respect of any of the obligations that it undertakes under the terms of this Agreement, except to the extent the claims, actions, causes of action, litigation, proceedings, costs or expenses arise from the intentional or sole negligent acts or omissions of the County or any of its employees, agents, contractors or invitees (other than the Contractor). The monetary limitation on the extent of indemnification under this Agreement shall not be less than $1 million per occurrence pursuant to Section 725.06, Florida Statutes.

Nothing contained herein is intended, nor may it be construed, to waive County's rights and immunities under the common law or Section 768.28, Florida Statutes, as amended from time to time; nor will anything included herein be construed as consent to be sued by any third parties in any matter arising out of this Agreement. To the extent considered necessary by the County, any sums due Contractor under this Agreement may be retained by the County until all of the County's claims subject to this indemnification obligation have been settled or otherwise resolved, and any amount withheld is not subject to payment of interest by the County. Insofar as the claims, actions, causes of action, litigation, proceedings, costs or expenses relate to events or circumstances that occur during the term of this Agreement, this section will survive the expiration of the term of this Agreement or any earlier termination of this Agreement.

Insurance. Contractor shall obtain and maintain at its own expense the insurance coverages listed within this paragraph prior to commencing service under this Agreement. All insurance requirements provided for in this Agreement shall be subject to annual review. Depending on the extent of contractual obligations incurred by the Contractor, the below insurances will be required. Insurances can be altered via written waiver by County's Risk Manager, if required. The Contractor must keep in full force and effect the insurance described during the term of this Agreement. If the insurance policies originally purchased that meet the requirements are canceled, terminated, or reduced in coverage, then the Contractor must immediately substitute complying policies so that no gap in coverage occurs. Copies of current policy certificates shall be filed with the Monroe County Risk Department whenever acquired, amended, and annually during the term of this Agreement. Prior to execution of this Agreement, Contractor shall furnish the County Certificates of Insurance indicating the minimum coverage limitations in the following amounts:

a) **WORKERS COMPENSATION AND EMPLOYER'S LIABILTIY INSURANCE**. Where applicable, coverage to apply for all employees at the minimum statutory limits as required by Florida Law, and Employee's Liability coverage in the amount of $1,000,000.00 bodily injury by accident, $1,000,000.00 bodily injury by disease, policy limits, and $1,000,000.00 bodily injury by disease, each employee.

b) **COMPREHENSIVE AUTOMOBILE VEHICLE LIABILITY INSURANCE**. Motor vehicle

liability insurance, including applicable no-fault coverage, with limits of liability of not less than *$1,000,000.00* per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. If single limits are provided, the minimum acceptable limits are *$500,000.00* per person, *$1,000,000.00* per occurrence, and *$100,000.00* property damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

c) **COMMERCIAL GENERAL LIABILITY**. Commercial general liability coverage with limits of liability of not less than *$1,000,000.00* per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Such coverage must include, as a minimum: Premises Operations, Products and Completed Operations, Blanket Contractual Liability, and Personal Injury Liability. An Occurrence Form policy is preferred. If coverage is provided on a Claims Made policy, its provisions should include coverage for claims filed on or after the effective date of this contract. In addition, the period for which claims may be reported should extend for a minimum

d) The Monroe County Board of County Commissioners, its employees and officials will be included as "Additional Insured" on all policies, except for Workers' Compensation

Termination. The County may suspend or terminate this Agreement, in whole or in part, upon written notice if the Contractor fails to perform in accordance with its obligations, engages in misconduct, or violates applicable law. The County may also terminate this Agreement for convenience, at any time, upon ninety (90) days' written notice to Contractor. If the County terminates this Agreement with the Contractor, County shall pay Contractor the sum due as of the appointed termination date, unless the cost of completion of the remaining work under the Agreement exceeds the funds remaining in the contract. The maximum amount due to Contractor shall not exceed the spending cap in this Agreement.

The Contractor may terminate this Agreement upon ninety days' written notice to the County. If Contractor terminates, County shall pay Contractor the sum due as of the termination date. The maximum amount due to Contractor shall not exceed the spending cap in this Agreement.

ATTACHMENT G

Emergency Transportation Provisions for Special Needs Clients

1. Pursuant to the Americans with Disabilities Act of 1990 and the Pets Evacuation and Transportation Standards Act of 2006 (PETS Act), this provision governs thef transportation of Special Needs Clients (SpNS), their caregivers, household pets, and service animals during declared emergencies. The PETS Act requires state and local emergency plans to account for household pets and service animals before, during, and after a disaster (2022 Statewide Emergency Shelter Plan, Florida Division of Emergency Management (FDEM), p. 3-8). This provision shall be activated only upon a Declaration of Local State of Emergency issued by Monroe County Emergency Management (MCEM).

Timeline

1. Out-of-county evacuations may be initiated ninety-six (96) hours prior to the onset of sustained tropical storm force winds; however, due to the unpredictability of storm development, this timeline may be adjusted as circumstances require. In-county evacuations shall be completed within twenty-four and a half (24 1/2) hours of sustained tropical storm force winds.
2. Accordingly, this provision may be activated at any time between ninety-six (96) hours prior to the anticipated onset of tropical storm force winds and thirty-six (36) hours before such winds are expected.

Scope of Services:
Upon activation and request, the contractor shall ensure the coordinated and timely transport of SpNS Clients, their caregivers, household pets, and service animals to designated in-county shelters upon request, as identified during the Special Needs Call Down per FL Statute 252.356(3).

In-county

1. Upon activation of this provision the contractor shall provide all transportation to designated staging area(s) for SpNS Clients, caregivers, household pets, service animals from their point of origin (i.e. Monroe County residence).
    1. The activation of Contractor services shall include:
        1. In the event of in-county sheltering MCEM shall coordinate with the contractor to transport SpNS Clients, caregivers, and service animals from local staging area(s) to the designated Special Needs Shelter.
            1. Household pets shall be transported to the in-county general population shelter designated pet area, if needed.
    2. Return Transport - Upon demobilization of the shelter MCEM will request the contractor provide return transportation for SpNS Clients, caregivers, service animals, and pets from the in-county shelter or staging area to their point of origin (i.e. Residence) in Monroe County.

Out of County

1. Upon activation of this provision the contractor shall provide all transportation to designated staging area(s) for SpNS Clients, caregivers, household pets, service animals from their point of origin (i.e. Monroe County residence).
    1. The activation of Contractor services shall include:
        1. In the event of out-of-county sheltering MCEM shall coordinate with the contractor for the transport of household pets to the designated staging area(s) and out-of-county shelter.
2. The activation of Contractor services shall include:
    1. In the event of out-of-county sheltering MCEM shall coordinate with the commercial bus service to transport SpNS Clients, caregivers, and service animals from local staging areas to the designated Special Needs Shelter. In the event that the contracted commercial bus service is unavailable, MCEM shall issue a Resource Request to FDEM for SpNS transportation needs. If circumstances deem necessary, MCEM may activate this provision and place the Contractor on standby no earlier than ninety-six (96) hours and no later than twenty-four (24) hours prior to transportation. MCEM may activate this provision and place the Contractor on standby no earlier than ninety-six (96) hours and no later than twenty-four (24) hours prior to transportation.
        1. In the event of out-of-county sheltering MCEM shall coordinate with the contractor for the transport of household pets to the designated staging area(s) and out-of-county shelter.
    2. Return Transport upon activation of this subsection
        1. When Monroe County Administration deems it safe to return to the county after impacts from a disaster, MCEM will request the contractor provide return transportation for SpNS Clients' household pets from the shelter location to the designated in-county staging area.
        2. If commercial bus services are unavailable and a Resource Request to FDEM cannot be fulfilled, MCEM will request the contractor provide return transportation for SpNS Clients, caregivers, service animals, and household pets from the shelter location to the designated in-county staging area or their point of origin in Monroe County

Locations.

a. Sheltering and staging area(s) are subject to modification based on current operations, with alternative locations determined by Monroe County Emergency Management (MCEM), as necessary.

i. Triage/staging area(s)
    1. Lower Keys: Gato Building
    2. Upper Keys: Murray Nelson Government Center

COUNTY of MONROE
The Florida Keys

BOARD OF COUNTY COMMISSIONERS
Mayor James K. Scholl, District 3
Mayor Pro Tem Michelle Lincoln, District 2
Craig Cates, District 1
David Rice, District 4
Holly Merrill Raschein, District 5

Budget Meeting Meeting
September 3, 2025
Agenda Item Number: H1
2023-4525

BULK ITEM: No

DEPARTMENT: Land Authority Governing Board

TIME APPROXIMATE:

STAFF CONTACT: Cynthia Guerra

AGENDA ITEM WORDING: A Public Hearing and approval of a Resolution of the Monroe County Comprehensive Plan Land Authority adopting a Tentative Budget for Fiscal Year 2026.

ITEM BACKGROUND:
Since review of the draft budget on July 15, 2025, two changes have been made to the proposed tentative budget:

1. The City of Key West is adopting a resolution requesting $1,382,856 in construction funding for the Key West Housing Authority to convert the Assisted Living Facility at Poinciana Gardens to an Independent Living Facility.
2. The Landings at Sugarloaf Key project is also included at $3,460,000 consistent with the approval that was granted by the Governing Board in August.

See attached resolution for the proposed tentative budget.

Also attached is the budget memorandum from the July 15, 2025 budget meeting.

PREVIOUS RELEVANT BOCC ACTION:
July 15, 2025 - The Board reviewed the proposed budget.

INSURANCE REQUIRED:
No

CONTRACT/AGREEMENT CHANGES:
N/A

STAFF RECOMMENDATION: Approval

DOCUMENTATION:

MCLA FY2026 Proposed Tentative Budget
MCLAFY26ProposedBudgetMemorandumJuly-15-2025BudgetMeeting.pdf

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FINANCIAL IMPACT:
N/A

RESOLUTION NO. _____

A RESOLUTION OF THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY ADOPTING A TENTATIVE BUDGET FOR FISCAL YEAR 2026.

WHEREAS, the Monroe County Comprehensive Plan Land Authority, a land authority pursuant to Section 380.0663, Florida Statutes, held a public hearing on September 3, 2025 after 5:00 PM at the Harvey Government Center in Key West, Monroe County, Florida to adopt a tentative Budget for Fiscal Year 2026; and

WHEREAS, the public hearing participants were also provided the option of participating in said hearing via Communications Media Technology using a Zoom Webinar platform; NOW, THEREFORE,

BE IT RESOLVED BY THE MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY that the Budget of $34,616,632 in Attachment A be adopted as the Tentative Budget for Fiscal Year 2026 and is hereby adopted.

PASSED AND ADOPTED by the Monroe County Comprehensive Plan Land Authority at a meeting on this 3th day of September 2025.

Commissioner Craig Cates	_____
Vice Chairwoman Michelle Lincoln	_____
Commissioner Holly Raschein	_____
Commissioner James Scholl	_____
Chairman David Rice	_____

(Seal)
ATTEST:

MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY

_____
Cynthia Guerra
Executive Director

_____
David P. Rice
Chairman

Approved as to form and legality:

_____
Gregory Oropeza, Esquire

ATTACHMENT A
MONROE COUNTY LAND AUTHORITY
FY 2026 BUDGET

	Budget FY 2026
Revenues:	
Intergovernmental	
Tourist Impact Tax - Restricted - Key West	$3,399,001
Tourist Impact Tax - Restricted - FL Keys	$3,688,290
Park Surcharge - Restricted	$373,267
Tourist Impact Tax & Park Surcharge - Administration	$414,490
Fund Balance Forward	
Tourist Impact Tax - Restricted - Key West	$9,176,065
Tourist Impact Tax - Restricted - FL Keys	$0
Park Surcharge - Restricted	$0
Assigned and Unassigned	$18,677,666
Miscellaneous	
Interest Income	$500,000
BOCC Reimbursement for MCLA Employee	$209,781
Sale of Land	$0
Less 5%	-$1,821,928
Total Revenues	$34,616,632
Appropriations:	
Salaries, Benefits, and General Operating Expenses	$1,595,500
Operating FL Keys ACSC - Forgivable Mortgages	$0
Operating FL Keys ACSC - Construction Funding	$3,460,000
The Landings at Sugarloaf	
Operating Key West ACSC - Forgivable Mortgages	$0
Operating Key West ACSC - Construction Funding	$12,182,856
The Lofts - $6,170,457	
KWHA Poinciana New Units - $10,000,000	
Capital Outlay	
Office Equipment	$10,000
FL Keys Area of Critical State Concern	$12,682,818
ROGO Reserve	$3,293,248
Key West Area of Critical State Concern	$392,210
Reserves	
Contingency	$500,000
End of Year Cash	$500,000
Total Appropriations	$34,616,632

MONROE COUNTY LAND AUTHORITY
1200 Truman Avenue, Suite 207, Key West, FL 33040
Phone: (305) 295-5180 Fax: (305) 295-5181

MEMORANDUM

To: Land Authority Governing Board

From: Cynthia Guerra, MPA, Executive Director

Date: June 27, 2025

Subject: Proposed Budget for Fiscal Year 2026

Attached please find the Land Authority's proposed budget for fiscal year 2026. This memo provides an overview and discussion of the proposed budget, revenues, and trends.

Total Budget Summary:

The proposed budget for FY 2026 is $34,628,012, which is $8,039,268 less than the adopted FY 2025 Budget of $42,667,280. The budget decrease is due to a reduction in projected revenues, including the suspension of the Florida Forever program in Monroe County in FY 2026, and large expenditures for affordable housing projects still anticipated in the current fiscal year.

Revenue Summary:

Of the total budget, projected revenue for FY 2026 is $34,628,012:

- $7,087,291 from Tourist Impact Tax for acquisitions in Key West and the Florida Keys
- $373,267 from Park Surcharge for acquisitions in the Florida Keys
- $414,490 from Tourist Impact Tax and Park Surcharge for administration
- $9,176,065 Fund balance forward for Key West
- $715,917 in Miscellaneous Revenue like interest and BOCC reimbursements for personnel
- $0 from sale of land to the State of Florida in FY 2026 (see page 4)

There is a 5% deduction from projected revenue in the amount of $1,822,527 to ensure a conservative revenue forecast.

Appropriations Summary:

Key Appropriations for FY 2026 land purchases or affordable housing (capital outlay) and reserves are:

- $12,741,198 for general use in the Florida Keys Area of Critical State Concern (Unincorporated County and incorporated Cities, except Key West)
- $1,775,066 for general use in Key West Area of Critical State Concern
- $3,360,000 for Construction Funding for Sugarloaf Landings 56 units of affordable housing (there will be an additional allocation of $3,360,000 in FY 2027)
- $8,000,000 for Construction Funding for Key West Housing Authority (KWHA) Poinciana Plaza 45-54 units of affordable housing (allocated in FY 2025 but is now projected to be spent in FY 2026)
- $2,800,000 for Construction Funding for Key West Continuum of Care at Poinciana Plaza 16 units total with 4 new units that was approved in FY 2025 for use in FY 2026
- $3,293,248 for ROGO Reserve Account available for Administrative Relief
- $1,000,000 for Reserves (Contingency and End of Year Cash)
- $1,648,500 for Salaries and General Operating Expenses

Overview of Revenues

The Land Authority receives no property tax revenue and therefore the Board does not need to adopt a millage rate for this budget. The Land Authority's two primary sources of recurring revenue are collected at rates previously fixed by the Florida Legislature and by local ordinance. These revenues consist of:

1) Park Surcharge: a surcharge on admissions and camping at the State parks in unincorporated Monroe County, and

2) Tourist Impact Tax: half of the one-penny tourist impact tax charged on lodging in the Keys.

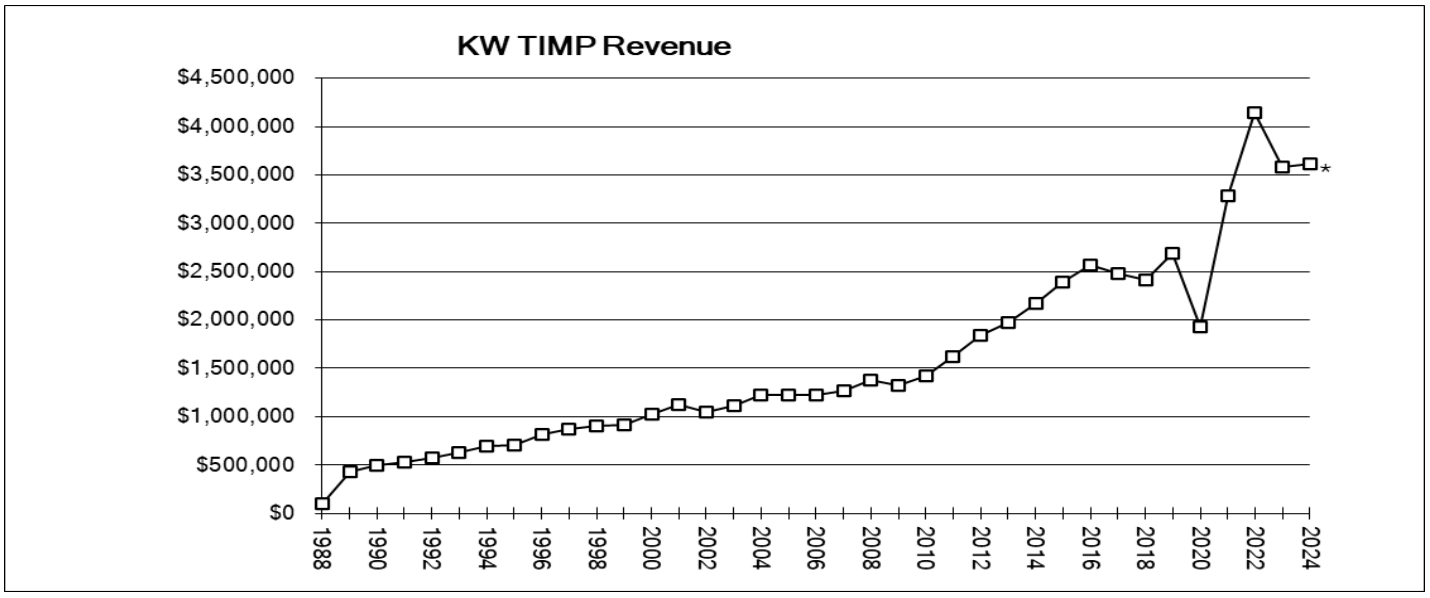
By statute, the other half of the tourist impact tax goes to the County general fund as a payment in lieu of taxes (since purchasing land by government removes the value from the tax roll) and therefore does not appear in the Land Authority budget. Additionally, over the years the Land Authority has also received various other revenues such as grants, proceeds from the sale of land, mortgage loan repayments, and interest income.

The amount of park surcharge revenue and tourist impact tax revenue that can be spent on administrative expenses is limited to 10% and 5%, respectively, and is therefore supplemented with other available revenue and unassigned fund balance to fund operating expenses and maintain existing staffing levels.

Key West

Tourist Impact Tax

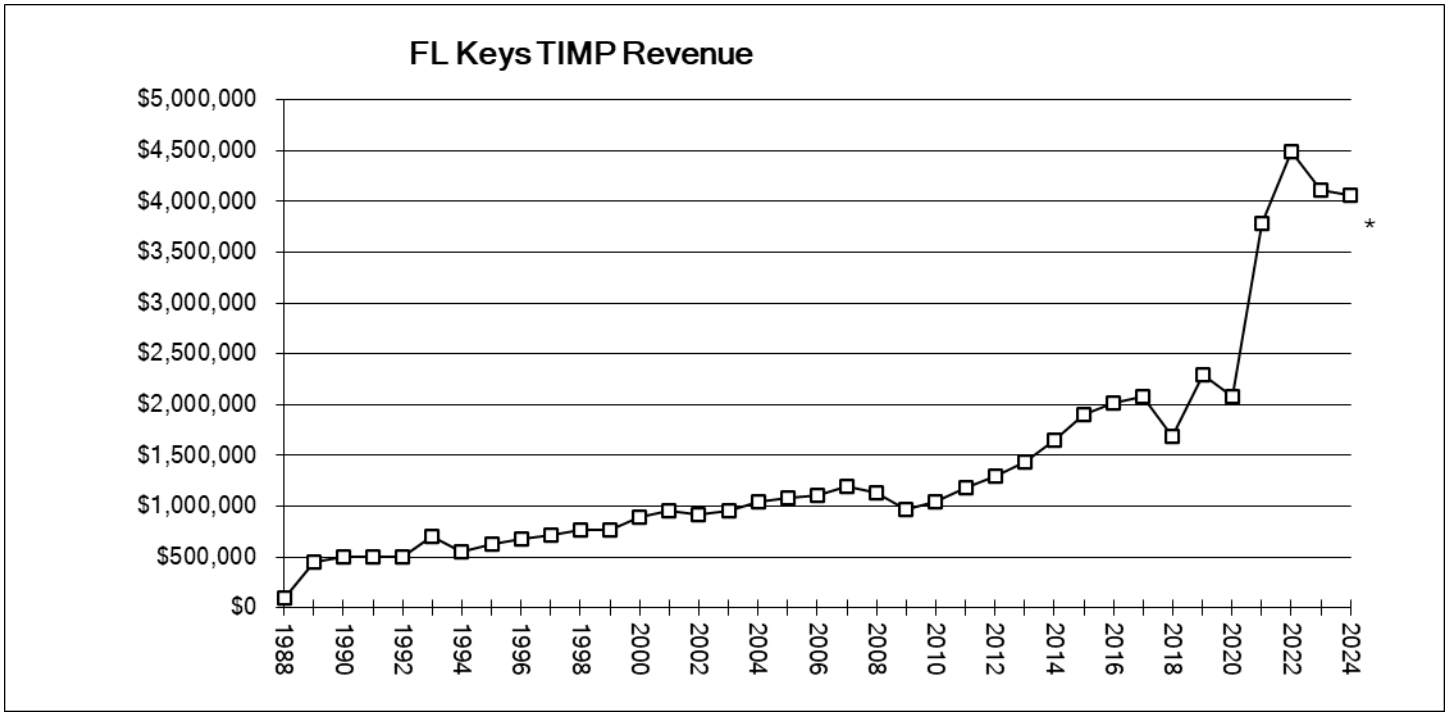
Within the City of Key West, the Tourist Impact Tax revenue collected from lodging establishments is dedicated to be spent in Key West. This chart demonstrates the revenue since the creation of the Land Authority. As you can see, 2023 started a downturn after the record breaking year, 2022, following COVID.



The Florida Keys

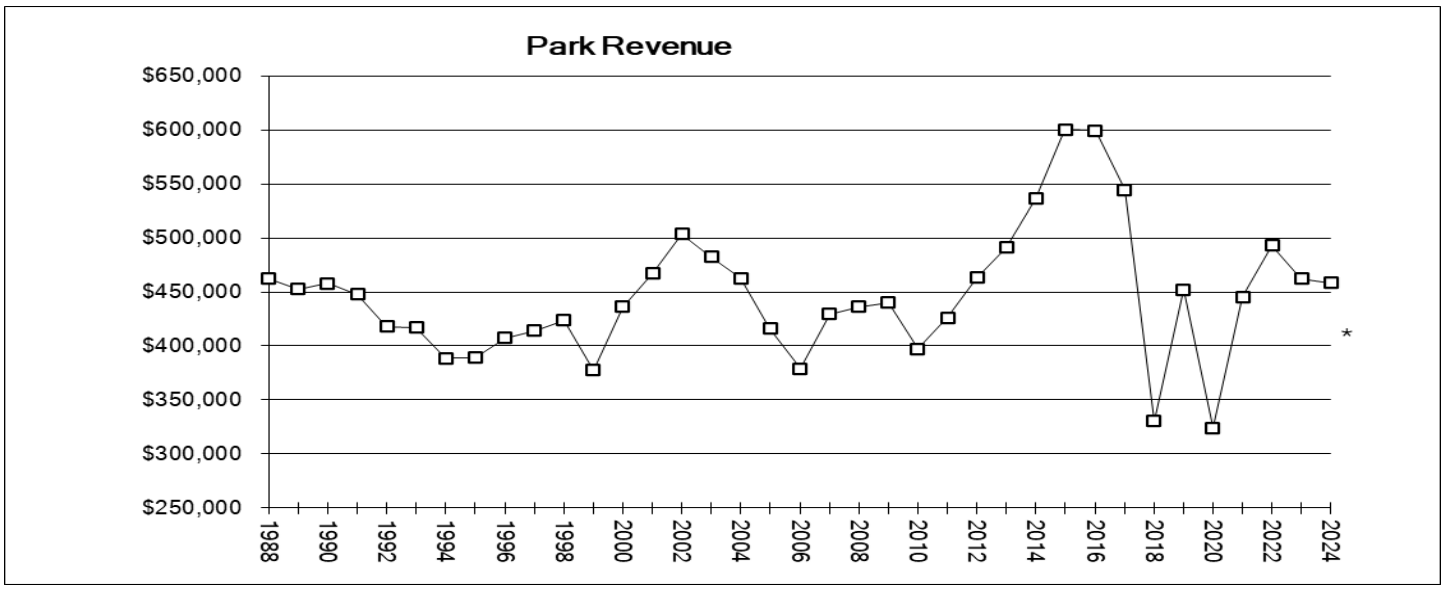
Tourist Impact Tax

Within the unincorporated County and Cities, excluding the City of Key West, the Tourist Impact Tax revenue collected from lodging establishments is dedicated to be spent in these areas. This chart demonstrates the revenue since the creation of the Land Authority. Florida Keys TIMP saw the same dip as Key West.



Park Surcharge

The State parks located within unincorporated Monroe County send the park surcharge revenue to the Land Authority. The State parks located within a municipality send the park surcharge revenue directly to that municipality and therefore, these funds are not available for the Land Authority programs.



State of Florida Department of Environmental Protection (DEP)

Stewardship Act

The 2016 Stewardship Act documented the State and County partnership and outlined the urgency in purchasing land in the Florida Keys to retire development rights, as well as protect the natural environment. The goal within the Act is for the State to spend $5 million per year on land acquisition in the Florida Forever Boundary. The table below demonstrates the annual expenditures by DEP, since passage of the Florida Keys Stewardship Bill:

STATE FISCAL YEAR	STATE PURCHASES FROM PRIVATE SELLERS*	STATE PURCHASES OF PRE-ACQUIRED LAND FROM MCLA*	TOTAL STATE PURCHASES*
2017	$0	$0	$0
2018	$709,246	$0	$709,246
2019	$2,037,381	$0	$2,037,381
2020	$1,177,841	$0	$1,177,841
2021	$695,492	$0	$695,492
2022	$89,732	$607,323	$697,055
2023	$210,828	$2,924,856	$3,135,684
2024	$0	$2,338,813	$2,338,813
2025 YTD	$1,045,998	$2,937,553	$3,983,551
TOTAL	$5,966,518	$8,808,545	$14,775,063

*Includes soft costs such as Appraisals, surveying, etc.

After adoption of the Act, the real estate market in the Keys rapidly increased, especially after Covid. While that rapid rate of increase seems to be abating, DEP has traditionally found it difficult to purchase land quickly and to meet the sales price expectations of sellers. The Land Authority is able to quickly acquire land, so DEP has allowed the Land Authority to pre-acquire land and then purchase the land from the Land Authority at a price that meets their appraisal standards.

Between the adoption of the Act in 2016 through June 25, 2025, the Land Authority resold $8,808,545 of land to the State of Florida, with DEP spending a total of $14,775,063. Unfortunately, DEP is now in the process of discontinuing this pre-acquisition system due to a state budget reduction. DEP's legislative appropriation for Florida Forever acquisitions was reduced from $100 million in Fiscal Year 2025 to $18 million in Fiscal Year 2026. On June 24, 2025, DEP notified MCLA that all Florida Forever funding is now obligated and there will be no funding available for the State to purchase pre-acquired land from MCLA until the Legislature appropriates additional funds. The Land Authority will continue to make purchases within Florida Forever areas and will pursue reinstating the partnership as soon as additional State funding is made available.

Current Issues

The most important activity the Land Authority performs is the purchase of land for environmental protection and retirement of development rights. On June 26, 2025, the Governor signed, Senate Bill 180 (2025) which will grant the Florida Keys 900 additional permit allocations to be distributed over a period of at least 10 years. The legislation requires all permit allocations be issued for vacant, buildable parcels, of which only one may be awarded for any individual parcel, and the distribution of which must prioritize allocations for owner-occupied residences, affordable housing, and workforce housing. Of the 900 proposed permit allocations, approximately 588 would be made available for unincorporated Monroe County, with the remainder being allocated to the Marathon, Islamorada and Key West.

In 2024, the Planning Department refined their estimate of the number of private vacant parcels that could potentially be buildable, as presented to the Board of County Commissioners in October 2024. According to their data (shown below), 1,618 parcels contain uplands and have zoning or land use that allow at least 1 TDR.

October 16, 2024 BOCC

Unincorporated Estimate:
1,618 parcels

Vacant Parcels:

- **Started with Privately Owned Vacant Parcels**

Buildability:

- **Removed Restricted Habitat**
- **Removed Insufficient Density (less than 1 unit allowed)**
- **Removed those with Deed Restrictions (no density)**

Liability Risk:

- **Subtracted those exempt from ROGO (previous house)**
- **Subtracted those with issued/expired ROGO permits**
- **Subtracted those Zoned for alternative Commercial Use**

By Tier	
I	320
II	152
III-A	68
III	1078
Total	**1,618**

By ROGO Subarea	
Upper Keys	634
Lower Keys	612
Big Pine Key/No Name Key	372
TOTAL	**1,618**

	900 over 10 years	Number of vacant private lots	% of total vacant private lots
	24.5 Hrs		
	10 Years		
Monroe County	588	1618	65.3%
Marathon	204	560	22.6%
Islamorada	78	214	8.6%
Key West	30	84	3.4%
Total Units	**900**	**2476**	**100.0%**
Monroe County Restricted to Vacant Private Lots (1618)	588		
Monroe County 70% Market Rate Workforce	412		
Monroe County Available for Affordable or permanent residents	176		

The 588 ROGO allocations pending for Monroe County represents only 35% of the potentially buildable private vacant lots, leaving a balance of over 1,000 buildable private vacant lots.

Without enough permits available, some private property owners could file takings and Bert Harris suits against both the State and Monroe County. Even in the unlikely event that the County were to successfully defend each claim, the cost of defending against such claims will be significant. To help mitigate the anticipated liability, Monroe County, working with the Monroe County Land Authority and DEP, has implemented a long-term acquisition strategy in the Florida Keys aimed at reducing the total inventory of privately owned vacant land and to retire development rights from property owners.

ROGO Reserve

In accordance with Policy 101.7.2 of the County Comprehensive Plan, funding is reserved for the administrative relief provisions of the rate of growth ordinance (ROGO). Although this policy recommends an annual set aside of 35% of the Florida Keys ACSC acquisition revenue, there have been very few expenditures from this reserve over the last five years. For this reason, the ROGO Reserve that would result from a 35% set aside has been reduced to the current year level of $3,293,248 and the difference has been allocated for general use in the Florida Keys ACSC.

Other Considerations

With respect to administrative expenses, the implementation of merit or COLA salary increases, if any, will be limited to the amount and policy the Board approves for all County employees.

The budget also includes general reserves of $500,000 for contingency and $500,000 for end-of-year cash. All funding not otherwise committed is budgeted in the general appropriation for property in the Florida Keys ACSC.

The property acquisition policies established by the budget are very general in nature. The Land Authority's annual Acquisition List and the Board's approval of purchase contracts provide more detailed direction about the specific properties to be acquired.

Proposed FY 2026 Budget

MONROE COUNTY LAND AUTHORITY
FY 2026 BUDGET

	Proposed Budget FY 2026	Increase/ (Decrease)	% Change	Adopted Budget FY25	Actual FY24	Amended Budget FY 2024
Revenues:						
Intergovernmental						
Tourist Impact Tax - Restricted - Key West	3,399,001	(113,449)	-3.2%	3,512,450	3,436,906	2,962,155
Tourist Impact Tax - Restricted - FL Keys	3,688,290	(380,443)	-9.4%	4,068,733	3,861,826	3,280,428
Park Surcharge - Restricted	373,267	(66,356)	-15.1%	439,623	412,794	378,837
Tourist Impact Tax & Park Surcharge Administration	414,490	(33,367)	-7.5%	447,857	430,010	370,650
Fund Balance Forward						
Tourist Impact Tax - Restricted - Key West	9,176,065	(6,185,632)	-40.3%	15,361,697	12,200,492	12,887,903
Tourist Impact Tax - Restricted - FL Keys	0	0	n/a	0	349,824	0
Park Surcharge - Restricted	0	0	n/a	0	0	0
Assigned and Unassigned	18,683,509	2,777,631	17.5%	15,905,878	14,944,045	12,671,283
Miscellaneous						
Interest Income	500,000	0	0.0%	500,000	1,507,234	250,000
BOCC Reimbursement for MCLA Employee	215,917	20,229	10.3%	195,688	76,794	128,270
Sale of Land	0	(4,481,000)	-100.0%	4,481,000	2,354,800	4,481,000
Donation	0	0	n/a	0	0	0
Tax Collector Excess Fees	0	0	n/a	0	297,809	0
Mortgage Receivable	0	0	n/a	0	0	0
Less 5%	(1,822,527)			(2,245,646)	0	(1,870,526)
Total Revenues	34,628,012	(8,039,269)	-18.8%	42,667,281	39,872,534	35,540,000
Appropriations:						
Salaries and Benefits	1,277,500	81,000	6.8%	1,196,500	927,991	996,500
General Operating Expenses	371,000	50,000	15.6%	321,000	225,424	308,000
Special Operating Expenses:						
Operating FL Keys ACSC - Forgivable Mortgages	0	0	n/a	0	0	0
Operating FL Keys ACSC - Construction Funding	3,360,000	1,120,000	50.0%	2,240,000	0	0
Operating Key West ACSC - Forgivable Mortgages	0	0	n/a	0	0	0
Operating Key West ACSC - Construction Funding	10,800,000	(7,928,500)	-42.3%	18,728,500	0	0
Capital Outlay						
Office Equipment	10,000	0	0.0%	10,000	0	10,000
FL Keys Area of Critical State Concern	12,741,198	(2,991,187)	-19.0%	15,732,385	5,844,796	14,082,194
ROGO Reserve	3,293,248	0	0.0%	3,293,248	129,625	3,293,248
Key West Area of Critical State Concern	1,775,066	1,629,419	1118.7%	145,647	0	15,850,058
Reserves						
Contingency	500,000	0	0.0%	500,000	0	500,000
End of Year Cash	500,000	0	0.0%	500,000	0	500,000
Total Appropriations	34,628,012	(8,039,269)	-18.8%	42,667,281	7,127,836	35,540,000