

SENIOR TRANSPORTATION PROJECT AGREEMENT

THIS AGREEMENT, effective as of October 1, 2014, is entered into by and between **SENIORS FIRST, Inc.**, a Florida not for profit corporation, (hereinafter "Seniors First"), the principal address of which is 5395 L.B. McLeod, Orlando, Florida, 32811 and the **COMMUNITY REDEVELOPMENT AGENCY of the CITY OF ORLANDO**, a public body politic and corporate of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes(hereinafter "CRA"), the principal address of which is Orlando City Hall, 6th floor, 400 S. Orange Avenue, Orlando, Florida, 32801.

P R E A M B L E

WHEREAS, the City of Orlando and the CRA are interested in addressing the transportation needs of its senior citizens living in the downtown area; and

WHEREAS, the City and the CRA have coordinated efforts with transportation agencies and senior citizens' agencies to identify and meet those needs; and

WHEREAS, the funding of the Downtown Senior Transportation Project ("Senior Tran") will help achieve the Downtown Orlando Community Redevelopment Area Plan goals of providing transit to downtown residents, thereby aiding in reducing traffic congestion downtown and encouraging people to reside downtown; and

WHEREAS, the CRA, in fiscal year 2014-2015 will provide funding for the Downtown Senior Tran in an amount up to \$46,242.00 in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants set forth herein below, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agreed as follows:

1. Incorporation of the Preamble. The preamble of this agreement is incorporated herein as in fully set out below.
2. Senior Tran Service.
 - A. The Senior Tran, a senior transportation project, will service residents of the following downtown buildings housing senior citizens by stopping at each of the following buildings during each Round Trip contemplated under section B(1)a hereof and providing transportation from such buildings to the locations listed in section B(1)b hereof:

Magnolia Towers
Kinneret Apartments
Orlando Cloisters
Orlando Central Towers
Baptist Terrace
Hillcrest-Hampton House*
William Boothe Towers*

Westminster Towers
Lucerne Towers
Orlando Lutheran Towers
Jackson Court*
Carver Park*

B. SENIORS FIRST, INC. shall:

(1) Provide Senior Tran service to the residents of the downtown senior buildings listed above as follows:

- a. Operate the service three days a week (Monday, Wednesday and Friday) using two buses. One bus will run four (4) one hour round trips and one bus will run three (3) one hour round trips each of those days for a total of seven (7) hours service each day.
- b. Service a fixed route with stops at Fashion Square, Publix at the Paramount on Central Boulevard, Walgreens, Orlando Public Library on Wednesdays from asterisks locations in 2A and Publix on S. Orange Avenue, Walgreens, the Dollar Store, Bealls, and the Target at SoDo on S. Orange Avenue on Mondays and Fridays from non-asterisks locations in 2A. Other locations may be added along the route and the route may be adjusted in consultation with the CRA
- c. Operate the service with a route running time of approximately one (1) hour which will allow drivers to assist passengers with loading and unloading the vehicles, with handling shopping packages, and accessing their buildings, if necessary.
- d. Operate the service using vehicles that are accessible according to the Americans with Disabilities Act.
- e. Each month during the term of this Agreement, SENIORS FIRST shall provide an invoice to the CRA for an amount equal to the total amount due for the number of hours service provided for the month (calculated at \$43.50/hour) less any revenues received from senior fares. SENIORS FIRST shall also provide the CRA a monthly Senior Transportation service performance report indicating total monthly ridership and average daily ridership. This report along with seniors' comments and suggestions shall be submitted to the Executive Director of the CRA together with the monthly invoice. SENIORS FIRST shall permit the CRA to monitor the operation Senior Tran by SENIORS FIRST to ensure compliance with the terms of this Agreement. SENIORS FIRST shall, to assist monitoring of its program, provide to the CRA or the CRA's designee access to all client records and such other information as the CRA may deem necessary.

C. The CRA shall, upon verification of the information in the invoice and report from SENIORS FIRST, reimburse SENIORS FIRST for services actually provided, based

on a fee of \$43.50/hour less any revenues received from senior fares as indicated in the monthly invoice referenced in section B(1)e above, up to a total of \$46,242.00 during the term of the Agreement.

3. Effective Date, Term. The effective date of this Agreement is the date of its execution by the last party to execute this Agreement. The term of this Agreement shall be from October 1, 2014 to September 30, 2015.
4. Indemnification. SENIORS FIRST shall and will indemnify and hold harmless the CRA from and against any and all liability, claims, demands, damages, expenses, fees, fines, penalties, suits, proceedings, actions and cost of actions, including attorneys' fees of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement, SENIORS FIRST'S provision of the Senior Tran service pursuant to this Agreement or due to the mere existence of this Agreement itself.
5. Accounting and Audit. SENIORS FIRST agrees to keep accurate books and records in accordance with generally accepted accounting principles concerning all revenues expended or received in relation to provision of the Senior Tran service and shall keep such records for a period of at least three (3) years after termination of this Agreement. All such books and records maintained by SENIORS FIRST shall be available an open to inspection and audit by the CRA or its designee during normal business hours with or without notice.
6. Insurance. SENIORS FIRST shall have in force during the term of this Agreement the insurance coverage listed below. SENIORS FIRST will provide valid Certificates of Insurance to the CRA within ten (10) days of the effective date of this Agreement to verify such coverage. For Commercial General Liability and Commercial Automobile Coverage, the insurance coverage shall contain a provision that any company issuing an insurance policy for the Services shall provide not less than thirty (30) days advance written notice to the CRA prior to cancellation, termination, or material change of any policy of insurance (except for notice of non-payment of premium for which not less than ten (10) days advance notice in writing shall be required). In addition, SENIORS FIRST shall immediately provide written notice to the CRA upon receipt of notice of cancellation of an insurance policy or a decision to terminate an insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied, including certification that the policies are of the "occurrence" type. All insurance coverages furnished expect workers' compensation and employers' liability shall include the City and CRA and their officers, elected officials, and employees as additional insured with respect to the provision of the Services. The City and CRA shall not by reason of their inclusion under these policies incur liability to the insurance carrier for payment of premium for these policies. SENIORS FIRST shall require their insurance carriers, with respect to all insurance policies, to waive all rights of subrogation against the City and CRA and their officers, elected officials, agents and employees. SENIORS FIRST shall maintain the following coverages and furnish the certificates of insurance on the policies and renewals thereof which indicate that insurance coverage has been obtaining meeting the requirements of this Agreement.

A. Workers' Compensation and Employer's Liability. This insurance shall protect the SENIORS FIRST against all claims under applicable state workmen's compensation laws. The SENIORS FIRST shall also be protected against claims for injury, disease, or death of employees that, for any reason, may not fall within the provisions of a workmen's compensation law. This policy shall include an "all states" or "other states" endorsement. Exemption certificates shall be accepted if valid during the term of the Agreement, but only for those eligible corporate officers pursuant to Chapter 440 of the Florida Statutes. Proof of workers' compensation coverage must still be provided for all employees, sub-contractors not eligible for exemption. The liability limits shall not be less than:

Workers' compensation:	Statutory
Employer's Liability:	\$100,000 each occurrence

B. Comprehensive Automobile Liability. This insurance shall be written in comprehensive form and shall protect the SENIORS FIRST and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicle, and shall cover operation on or off the site of all motor vehicles licensed for highway use, whether they are owned, non-owned, or hired. The liability limits shall not be less than:

Bodily injury and Property damage:	\$1,000,000 combined single limit each occurrence
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C. Commercial General Liability. This insurance shall be an "occurrence" type policy (excluding automobile liability) written in comprehensive form and shall protect the SENIORS FIRST and the additional insureds against all claims arising from bodily injury, sickness, disease, or death of any person or damage to property of the City, the CRA, or others arising out of any act or omission of the SENIORS FIRST or its agents, employees, or subcontractors. This policy shall also include protection against claims insured by usual bodily injury liability coverage, a "contractual liability" endorsement to insure the contractual liability assumed by the SENIORS FIRST under this Agreement with the DDB, and "completed Operations and Products Liability" coverage (to remain in force for 2 years after final payment and subsequent to project completion). The liability limits shall not be less than:

Bodily injury and Property damage:	\$1,000,000 combined single limit each occurrence
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7. Nondiscrimination. SENIORS FIRST shall not unlawfully discriminate against any person in providing the Services and will provide the Services in compliance with Chapter 57 of the Code of the City of Orlando, Title VII of the Civil Rights act of 1964 as amended, and any and all other applicable federal, state or local laws, rules or regulations, whether presently existing or hereafter promulgated.

8. Non-assignability. SENIORS FIRST may not assign its rights hereunder without the prior written consent of the CRA.

9. Interpretation. The headings contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.
10. Negotiations. The parties to this Agreement acknowledge that all terms of this Agreement were negotiated at arms length and that this Agreement and all documents executed in connection herewith were prepared and executed without undue influence exerted by any party or on any party. Further this Agreement was drafted jointly by all parties, and no parties are entitled to the benefit of any rules of construction with respect to the interpretation of any terms, conditions, or provisions of this Agreement in favor of or against any person or party who drafted this Agreement.
11. Termination. Upon thirty (30) days written notice to SENIORS FIRST, the CRA may terminate this Agreement, with or without cause.
12. Third Party Beneficiary. This Agreement is solely for the benefit of the parties signing hereto and no right or any cause of action shall accrue to or for the benefit of any third party.
13. Miscellaneous.
 - A. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be made by the parties in writing. Continued performance by either party hereto, pursuant to the terms of this Agreement, after a default of any of the terms, covenants or conditions herein shall not be deemed a waiver of any right to terminate this Agreement for any subsequent default, and no waiver of such default shall be construed or act as a waiver of any subsequent default.
 - B. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.
 - C. The parties hereby acknowledge that they have freely and voluntarily entered into this Agreement and that each party has been given the opportunity to receive the advice of independent legal counsel for all negotiations in connection with this Agreement.
14. No Joint Venture. It is mutually understood and agreed that nothing contained in this Agreement is intended, or shall be construed, as in any way creating or establishing the relationship as partner or joint venturers between the parties hereto or as constituting the Agency as the agent or representative of the CRA for any purpose or in any manner whatsoever.
15. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this agreement but shall not be liable to each other, or their successors or assigns, for

damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities.

16. Controlling Laws

- A. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the City now in effect and those hereinafter adopted.
- B. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

17. Notices. All notices, consents, approvals, waivers and deletions which any party shall require or shall desire to make or give under this Agreement shall be in writing and be deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to a party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

CRA:	Thomas Chatmon Executive Director Community Redevelopment Agency 400 S. Orange Avenue Orlando, FL 32801
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SENIORS FIRST, Inc.	Marsha Lorenz Chief Executive Officer Board of Directors 5395 L.B. McLeod Orlando, FL 32811
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Signatures on following page

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written:

SENIORS FIRST, Inc.

Marsha Lorenz
Chief Executive Officer

WITNESSES:

(1) _____
Name: _____

(2) _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by (Name) _____, who is the (Title) _____ of SENIORS FIRST, Inc. He/she is personally known to me or has produced _____ as identification.

Notary Public
My Commission Expires:

COMMUNITY REDEVELOPMENT AGENCY

Buddy Dyer
Chairman

ATTEST:

Thomas Chatmon
Executive Director

Approved as to form and legality, for use and Reliance of the CRA only:

Stacey Young Adams
Assistant City Attorney