



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures					
Operating Costs	(182,550)	(2,438,292)	(2,633,835)	(2,804,659)	(2,988,286)
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(182,550)</b>	<b>(2,438,292)</b>	<b>(2,633,835)</b>	<b>(2,804,659)</b>	<b>(2,988,286)</b>
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5003 Object 3401  
 Program N/A

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** Contract was originally awarded based on a 7-year performance period and annual estimated funding limit based on estimated quantities. Annual reduction in service beginning in Year 3 of the contract have resulted in the following:  
 Year 3 estimated amount: \$10,937,397 and as negotiated \$9,322,848  
 Year 4 estimated amount: \$11,681,637.87 and as negotiated \$9,119,500  
 Year 5 estimated amount: \$12,628,063.25 and as negotiated \$9,958,380  
 Year 6 estimated amount: \$13,820,633.82 and as negotiated \$10,951,135  
 Year 7 estimated amount: \$15,085,540.73 and as negotiated \$12,039,184

**C. Departmental Fiscal Review:** John Murphy/VGB

**III. REVIEW COMMENTS**

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

*Net fiscal impact does not consider cost of using taxi vehicles*

Sam Orl 8/17/07  
 OFMB CN 8/16/1

Jim J. Jacobson 8/17/07  
 Contract Dev. and Control 8/17/07

**B. Legal Sufficiency:**

[Signature] 8/17/07  
 Assistant County Attorney

*At the time of CDC's review, this amendment was not executed. The contract had not been executed by MV Transportation, Inc. at the time of legal review. In addition, the revisions to the contract that eliminate the Northwest Service Area + the South Service Area so as to facilitate the use of taxis, is conditioned upon the County obtaining the approval of other paratransit provider(s) to eliminate the service area boundaries.*

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**FIRST AMENDMENT TO THE  
CONTRACT FOR THE SUPPLY OF PARATRANSIT SERVICES WITH  
MV TRANSPORTATION, INC.  
R2004-2636**

**THIS FIRST AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2007, to the Contract for the Supply of Paratransit Services between MV Transportation, Inc. (hereafter referred to as "the Contractor") whose address is 3301 Electronics Way, Suite D, West Palm Beach, Florida, 33407 and Federal I.D. Number is 94-2491705, and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereafter referred to as "County")

**WITNESSETH**

**WHEREAS**, on December 21, 2004, the County and the Contractor entered into that certain Contract for the Supply of Paratransit Services (R2004-2636) (referred to herein as "Contract") under which the Contractor agreed to provide ambulatory and non-ambulatory paratransit transportation services to the South Service Area of Palm Beach County and the County agreed to acquire such services from Contractor; and

**WHEREAS**, on January 20, 2005, the County and Contractor entered into a Memorandum of Understanding clarifying certain terms of the Contract, including but not limited to the minimum level of services that Contractor would provide in the South Service Area; and

**WHEREAS**, Contractor has claimed that it is entitled to rescind the Contract, and that it is owed additional money for reasons including, but not limited, to an increase in its cost of performance of the Contract, a reduction in the minimum level of service (estimated quantity) to be provided to Contractor and a mistake regarding prevailing wage or labor rates in Palm Beach County; and

**WHEREAS**, the parties are entering into this First Amendment, including the release and waiver contained in this First Amendment, to clarify or modify certain provisions of the Contract and to address and resolve the claims of the Contractor.

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereinafter set forth and Contractor's waiver and release of claims contained herein, the parties agree that the Contract is amended as described below:

Section 1. The parties desire to eliminate the service areas established under Palm Beach County RFP 04-029R/DP and the County's agreements with paratransit service providers performing contracts for services solicited thereunder and to modify the existing service plan for the delivery of paratransit services in Palm Beach County by permitting the first trip of the day or each day's routes to originate anywhere in Palm Beach County. Accordingly, paragraph A. of Article 1 – Services of the Contract is amended to provide as set forth below, paragraph B. of Article 1 is deleted in its entirety and paragraphs C. and D. of Article 1 are re-designated as paragraphs B and C, respectively; provided, however, that the revision to paragraph A., the elimination of paragraph B., and the re-designation of paragraphs C. and D. of Article 1 shall not take effect until such time as the County notifies Contractor that it has obtained the agreement of any other paratransit provider providing services contemplated under RFP 04-029R/DP, whose consent is deemed necessary by the County to effectuate the elimination of the South Service Area and North West Service Area boundaries. County's determination, in its sole discretion, that it has received the agreement of such other paratransit provider(s) and notice thereof to Contractor shall be deemed a condition precedent to the implementation of the above-described modifications to

Article 1.

- A. The Contractor's responsibility under this Contract is to provide paratransit services in accordance with the Specifications and Scope of Work, attached to the Contract as Exhibit "A" (referred to herein as the "Scope"), as amended. The County will endeavor to keep deadhead to a minimum; however, the starting point for each route will be based on daily fluctuations in service demand, and the first trip of the day or each day's routes may originate anywhere in Palm Beach County as further described herein and the Scope.

Section 2. Article 4 – Payments to Contractor is amended to revise Paragraph A to provide as set forth below and to add paragraph M to provide as set forth below:

- A. The total amount to be paid by the County under this Contract for all services and materials shall not exceed a total contract amount of Seventy-One Million Nine Hundred Seventy-Two Thousand Five Hundred Twelve Dollars and Twenty-Seven Cents (\$71,972,512.27).
- M. Contractor shall not assign a trip(s) to any route which has the effect of initiating service before the start time established on the original daily manifest/schedule or extending the end of the route by more than fifteen (15) minutes beyond the scheduled route end time without having first obtained the County's approval. Contractor shall not be compensated for any revenue service hours beyond those scheduled in the original manifest/schedule presented to the Contractor for each day of service unless the additional hours are requested by County to meet additional demand or result from incidents

that require an additional vehicle to be placed into service as a result of no fault of the Contractor. County shall not compensate Contractor for any additional service hours that result from the Contractor's failure to meet the County's service requirements as initially scheduled or established in the original daily manifest/schedule for each route. Such failures by Contractor include, but are not limited to, the Contractor's inability to put the required vehicle into service for any reason, or the Contractor's inability to keep the required vehicle in service because of vehicle failure (*i.e.*, breakdown) or unavailability of qualified drivers. County will work with the Contractor to endeavor to try to limit the maximum length of a route to twelve (12) hours.

Section 3. Article 5 – Indefinite Quantify of the Contract is amended, in its entirety, to provide as follows:

- A. This is an indefinite quantity contract for paratransit transportation services. The estimated quantity of services to be purchased by the County for the term of this Contract is set forth in the Revised Exhibit B (which is attached hereto and replaces the original Exhibit B as provided in this First Amendment). The minimum quantity of services to be procured will be at least ninety percent (90%) of the estimated quantity for each period of the Contract (shown on the Revised Exhibit B as "Line Item").
- B. County shall order the paratransit services by issuance of a daily manifest/schedule in the manner described in the Scope attached to the Contract as Exhibit A, as amended by this First Amendment. Contractor shall deliver or perform the services as ordered by the issuance of daily

manifests/schedules, as such they may be modified from time to time by County as provided under the Contract, as amended.

- C. The hourly rates or unit prices established in the Revised Exhibit B shall remain firm unless and until the total hours ordered by the County, for the period (Line Item) shown on Revised Exhibit B, shall be less than ninety percent (90%) of the stated estimated quantity. The County shall only entertain claims for increased costs associated with the local field office operations and due to the County's failure to order at least ninety percent (90%) of the estimated quantity. The Contractor shall not assert any claim until the end of each respective period. The Contractor shall not have a claim for any period which is less than one (1) year in duration. To establish a claim, the Contractor must show that over a one (1) year period (*i.e.*, one of the (1) one year periods shown as a "Line Item" on the Revised Exhibit B and identified as a particular year of the Contract), the actual service hours ordered by County were less than ninety percent (90%) of the estimated quantity for that particular Line Item (or year of the Contract) as shown on the Revised Exhibit B. The Contractor and the County shall follow the cost principles as outlined in the Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures. The Contractor affirms that it has one field office located in Palm Beach County, Florida. Vehicle disposal procedures shall be pre-approved by the County and shall be addressed separately from any claim for increased costs.

Section 4. Paragraphs F., J. and K. of Article 6 – Liquidated Damages of the Contract are

amended to provide as set forth below and Paragraph L. is added to provide as set forth below:

- F. On-Time Performance Liquidated Damage: Contractor shall maintain an acceptable on-time performance rate of at least ninety percent (90%) and shall not establish a pattern of untimely service. The on-time performance goal is measured as first, the number of trips in which the customer was dropped off prior to the given appointment time and, second, in the absence of a requested appointment time, the number of trips for which the customer was picked up within the assigned pickup window. On-time performance will be determined based upon a review of all completed trips for the calendar month. Liquidated damages in the amount of seven thousand five hundred dollars (\$7,500.00) will be assessed against the Contractor for each month in which on-time performance falls below ninety percent (90%). Contractor's failure to achieve an on-time performance rate of ninety percent (90%) shall be considered a breach of contract. Contractor's payment of liquidated damages for its failure to achieve on-time performance or any other breach of Contract, or County's acceptance of payment for such shall not waive or extinguish County's right to terminate this Contract for breach of contract.
- J. Reports, etc.: Failure of the Contractor to timely submit to the County a required report, response or document which may include, but not be limited to, monthly reports, operating summaries, rosters, lists, service data summaries, complaint responses, accident reports; to maintain the data base



in real time (*i.e.*, Contractor's failure to enter actual trip information within one (1) hour of an occurrence); to respond to ninety percent (90%) ETA or more of ETA requests within five (5) minutes of the issuance of the request; report customers within the tracking software who no longer need service; or to report any situations which cause delays in timely service and National Transit Database reports, shall result in the assessment of liquidated damages against the Contractor in the amount of \$45 per day/occurrence, for every day/occurrence the report or response document is submitted untimely. Reports and response documents deemed by the County to be incomplete and/or inaccurate shall be considered untimely.

- K. Default for Substandard Performance: Notwithstanding the termination provisions of Article 10.B. or the assessment and payment by the Contractor of liquidated damages, and in addition to any rights the County has under this Contract, the County reserves the right to default the Contractor for cause if the Contractor demonstrates a pattern of substandard performance. Patterns of substandard performance may include, but are not limited to, three (3) consecutive months of assessment of liquidated damages for the same issue (*e.g.*, the Complaint Ratio, Contract Compliance, Service Delivery or Reports) or the assessment of liquidated damages, the total of which exceeds the sum of One Hundred Thousand Dollars (\$100,000.00) in any twelve (12) month period.
- L. Failure by the Contractor to perform any assigned trip as scheduled, which results in the County reassigning the trip or portion thereof to another

Contractor or Contractor's substitution of a vehicle of lesser capacity than that originally scheduled, shall result in the assessment of fifty dollars (\$50.00) in liquidated damages.

Section 5. Section I - Scope of Work is amended to delete subparagraphs 5. and 6. of Part A, to amend Part B so that it will provide as set forth below, and to amend Part C to add subparagraph 13 to provide as set forth below:

- B. It is anticipated that the County will manage the ADA, TD, DOSS and BCC programs during the terms of this Contract. The continuation and level of service for each program is not assured, and is subject to the County receiving authorization and annual funding for each program from other governmental agencies or entities, and is further subject to an annual appropriation by County's Board of County Commissioners for each program and the purposes described in this document. Accordingly, the Contractor acknowledges that these programs may be modified, eliminated or expanded, as determined appropriate or necessary by the County or any other federal, state or local governmental agency or entity providing funding or exercising any regulatory or administrative control over the program's services, and other programs may be added or eliminated programs reinstated. The Contractor may be required to modify the services provided hereunder consistent with such federal, state, local or County action or regulation.
- C. 13. Contractor agrees that the County may, in its sole discretion, issue a solicitation to obtain a taxi service provider to provide paratransit transportation services for paratransit programs encompassed within the

Scope, as amended, and reassign paratransit trips or service hours to taxi services, as determined appropriate by County. Contractor further acknowledges that it has been fully compensated for any increased costs of any kind or nature resulting from a reduction in the estimated quantity (*i.e.*, service hours) set forth in Exhibit B to the Contract by the new rates as reflected on the Revised Exhibit B attached to this First Amendment, for the term of the Contract, except as a result of a reduction in the estimated quantity established in the Revised Exhibit B of more than ten percent (10%) from the effective date of this Amendment.

Section 6. Paragraphs 12. is added to Part B of Section II – General Overview of the Scope to provide as set forth below:

12. If the Contractor fails to cover or begin performance of a route at the assigned start time or any reason, which shall include but are not limited to, the lack of vehicles, lack of drivers or a lack of stand-by drivers/vehicles, then Contractor's routes (service hours) may be taken from the Contractor and reassigned to a different provider. Contractor's failure to cover any scheduled or assigned route(s), for any reason, for two (2) or more consecutive days may result in the permanent removal of the route (service hours) and the reassignment of route and associated number of service hours to a different provider or contractor. Contractor shall not have a claim for increased cost as a result of the permanent removal of reassignment of the route (service hours) nor shall the reassigned service hours be treated as a partial termination for convenience or a reduction in the estimated quantity of

work to be performed by Contractor. Any service hours removed from Contractor or reassigned to another provider as a result of Contractor's failure to perform shall not be treated as a failure by County to order service hours.

Section 7. Part D. Service Hours of Section II. General Overview of the Scope is amended to add paragraph 4 as set forth below:

4. The Contractor agrees that "Holiday" service shall be assigned in the following manner:

Other Provider	Contractor
Easter	New Years Day
Independence Day	Memorial Day
Labor Day	Thanksgiving Day
Christmas Day	

Section 8. Subparagraphs 2 through 5 of Part C. Vehicle Size and Capacity of Section III – Vehicle Minimum Requirements of the Scope are amended to provide as set forth below and subparagraph 11 is added to provide as set forth below:

2. No less than seventy-two percent (72%) or more than ninety-two percent (92%) of all vehicles will be Cutaway vans that accommodate, at a minimum, six (6) ambulatory riders, including two (2) common wheelchair securement positions with a transit style front door. Fifty percent (50%) of all Cutaway vans will be equipped with a wide wheelchair lift that has thirty-four (34) inches of useable platform width and an eight hundred (800) pound weight

capacity. All Cutaway vans shall be ADA compliant and wheelchair accessible.

3. No more than twenty percent (20%) of all vehicles may be wheelchair accessible minivans, all of which must be ADA compliant.
4. Up to eight percent (8%) of all vehicles will be ADA compliant Cutaway vans that accommodate, at a minimum, twelve (12) ambulatory riders including two (2) common wheelchair securement positions with transit style front door.
5. Contractor's fleet composition, as described in subparagraphs 1. through 4. above will be determined at the time of pull-out and shall be maintained by Contractor during peak hours of service.
11. Notwithstanding anything contained in Part C of Section III or subparagraphs 2 through 4 above, the Executive Director of Palm Tran may increase or decrease the percentage or percentage range established for each type of vehicle identified in subparagraphs 2 through 4, by up to five percent (5%) for any period of time up to thirty (30) days, if the Executive Director determines, in his sole discretion, that the public demand for paratransit service differs from that anticipated and may be more efficiently and effectively met by adjusting the percentage of vehicle types permitted under the Contract, and that such may be accomplished at no additional cost to the County; provided, that, any such adjustment would not cause Contractor to procure additional vehicles. The Executive Director shall notify Contractor, in writing, of any adjustment to be made to the composition of Contractor's

fleet and its duration. Although an initial adjustment may not be for more than six (6) months thirty (30) days, the Executive Director may issue additional or successive adjustments. Contractor agrees that such adjustment(s) are expressly permitted, shall not be deemed a modification of the work, a change in the Scope, or a partial termination for convenience, and that Contractor shall not have a claim for increased costs as a result of any adjustment(s) made to the vehicle composition of its fleet.

Section 9. Subparagraph D.2.(b) and Subparagraph D.4 of Section III – Vehicle “Minimum” Requirements of the Scope are amended to provide as set forth below:

(b) A non-expired first aid kit with a minimum of twenty-three (23) items as specified by the Florida Department of Transportation, Public Transit Office, Technical Specifications for Modified Vans (Document FVPP00-01-MV), shall be mounted in each vehicle at a location easily accessible to the driver. The County shall reimburse the Contractor up to \$28.00 per kit. The County shall not be responsible for any additional reimbursement of costs occasioned by the Contractor for refilling each kit due to use or expired products. The following twenty-three (23) items shall be contained in each first aid kit:

- (1) AN-101: 1"x3" Fabric bandages, 16/bx
- (3) AN-146: 1"x3" Adhesive plastic bandages, 16/bx
- (1) A-187: Fingertip fabric bandages, 8/bx
- (1) A-188: Knuckle fabric bandages, 8/bx
- (1) AN-205: 32 sq. in. Absorbent gauze compress, 1/bx
- (1) AN-266: 3" Compress bandage, off center, 2/bx

- (2) AN-5071: Triangular sling/bandage, 1/bx
- (2) AN-206: 3"x3" Gauze dressing pads, 4/bx
- (1) AN-337: Antiseptic cleansing wipes (sting free), 10/bx
- (2) A-338: Povidone-iodine infection control wipes, 10/bx
- (1) AN-5111: 1/2"x2.5 yd. Adhesive tape, 2/bx
- (1) AN-5112: Exam quality gloves, 2pr/bx
- (2) AN-404: Burn relief packs, 6/bx
- (1) A-5113: Rescue Breather CPR one-way valve faceshield, 1/bx
- (1) B-503: 4"x5" Instant cold compress, 1/bx
- (1) B-717: 2 Sterile eye pads, 1 oz. eye wash, .5"x5 yd. first aid tape roll, 1/bx
- (1) BK-009: 96 pg. AMA First Aid Guide booklet"

4. The Contractor is required to display the CONNECTION logo along with the Contractor's name, telephone number and a unique identifying number on the exterior of the vehicle, in two (2) inch black letters. The exact specifications and location for placement will be determined by the County. The County will supply the logo specifications and the initial logo for each vehicle. Thereafter, Contractor will be responsible for the replacement of any logo. The Contractor will be responsible for the purchase of the logos and their application.

Section 10. Subparagraph D.10. of Section III – Vehicle "Minimum" Requirements of the Scope is amended to provide as set forth below:

10. All vehicles must be free of all body damage while in service. Only vehicles with minor body damage that does not affect the safety or performance of the

vehicle may be placed into and used in service if a written waiver of the requirement that vehicles be free of all body damage while in service has been obtained in advance of the vehicle being placed into service from the County's Contract Representative/Liaison. A waiver may not be granted for a period in excess of fourteen (14) calendar days. Any vehicle found to have body damage without a written waiver or placed in service in excess of said fourteen (14) day period shall constitute an event of Contract non-compliance and the Contractor shall be subject to an assessment of Liquidated Damages under paragraph H. of Article 6 of the Contract.

Section 11. Subparagraph B.1.(b) of Section IV – Personnel “Minimum” Requirements of the Scope is amended to provide as follows:

- (b) All drivers must pass a ten (10) year Florida Department of Law Enforcement (FDLE) background check before being placed into service. Background checks will be provided at the sole expense of the Contractor.

Section 12. Subparagraph B.3.(b) of Section IV – Personnel “Minimum” Requirements of the Scope is amended to provide as follows:

- (b) Drivers are required to provide door-to-door service for all riders indicated on the manifest/schedule unless otherwise specified on the manifest. The minimum level of service to be provided is as follows; drivers are expected to knock at the pick-up point's ground floor entrance door, announce their arrival and for whom they are picking up. The driver shall not honk the horn. In the event that the door is above ground level, drivers are to make a good faith effort to locate the passenger and to advise their dispatcher; the



dispatcher is to then call the rider to notify them of the driver's arrival and to assist in uniting the driver and rider. In the event that the driver has not received a response at the door and the dispatcher receives no response to the phone call, drivers are expected to place a properly completed no-show tag and hang it on the entrance door. Drivers are expected to turn in the top sheet of the tag along with their completed manifest at the end of the shift. The driver is not to proceed until cleared by dispatch. No show tags are not expected to be placed at locations where their placement is not practical such as shopping malls, hospitals, upper floors of multi-story buildings, etc. Attempted contact with the customer by telephone does not relieve the driver from making a good faith effort to physically locate the passenger at the pick-up point.

Section 13. Part C. Dispatchers of Section IV - Personnel "Minimum" Requirements of the Scope is amended to add paragraphs 7 and 8 which shall provide as set forth below:

7. The Contractor is required to have a dispatch supervisor at Palm Tran's Dispatch Center during all hours of operation.
8. Prior to providing dispatch functions, dispatchers will successfully complete a training program provided by the Contractor, and undergo a test given by the County under which they will be required to demonstrate their competency, at a level deemed acceptable by County, of all the training that they have received. At a minimum, training will include, but will not be limited to, knowledge of local geography and major trip generators, use of two-way communication systems and all other inter-connective devices,

Trapeze and all necessary software programs used as directed by the County, the proper use of safety equipment on board the vehicles, training of all emergency accident procedures, use of securement devices and child safety seats, Passenger Assistance Techniques (PAT), and disability awareness. Dispatchers shall know, understand, follow and implement Palm Tran Connection policies and procedures that are provided to Contractor including those relating to fare collection and passenger types. In addition, all dispatchers must meet the following criteria;

- (a) All dispatchers must pass a 10-year criminal background check with the Florida Department of Law Enforcement (FDLE) before being put into service.
- (b) Dispatchers will not be used in the performance of this Contract if he or she has been convicted of a felony offense involving murder, attempted murder, assault, sexual assault or battery, theft, fraud, burglary, grand theft auto, robbery, crimes against children and/or adults, a felony offense including drug related incidents, or other offense related to the performance of this Contract.
- (c) For the purpose of this Contract, a conviction includes a guilty verdict, a determination of guilt after trial to a judge, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest.

Section 14. Part H. of Section IX – Vehicle Manifests/Schedules of the Scope is amended to

provide as set forth below:

- H. Except as permitted in this paragraph, the Contractor shall not change, modify, or fail to complete the manifest/schedule without authorization of such from the County. However, drivers providing service under this Contract must use reason and discretion and may be permitted to adjust the pickup and drop-off order of trips as needed; provided, that, the driver has obtained prior approval from Dispatch, the adjustment is done in a manner which is within the scheduled start and scheduled end time of the route, maintains on-time performance, appropriately responds to the customer's needs, and is in the best interests of the County's paratransit system.

Section 15. The second paragraph of Part C. Drug and Alcohol Compliance of Section XII – Other Responsibilities of the Scope is amended to provide as set forth below:

Palm Tran Connection will not provide any direct drug and alcohol collection for pre-employment testing, random testing, reasonable suspicion, follow-up and post-accident testing. The Contractor must use Palm Tran Connection approved drug and alcohol collection facilities. The Contractor shall provide a copy of all documents and records regarding drug and alcohol compliance to the County to facilitate the County's maintenance of the "mirroring files" described below, and shall obtain any consents required by law to enable it to accomplish the foregoing. Contractor acknowledges and agrees that it is subject to and shall comply with the requirements of 49 CFR Parts 40 and 655, and agrees that all collections shall be performed by Contractor in accordance with the requirements of this Contract and 49 CFR Parts 40 and

Section 16. Subparagraph A.1.(a) of Section XIV – Operation Procedures of the Scope is deleted in its entirety and the remaining subparagraphs (b) through (f) are redesignated as subparagraphs (a) through (e).

Section 17. Subparagraphs A.1.(c) and (e) of Section XIV – Operational Procedures of the Scope re-designated as subparagraphs (b) and (d) in Section 16 above of this First Amendment are further amended to provide as set forth below:

(b) The Contractor(s) will be charged with a valid early vehicle complaint when its vehicle arrives to transport a rider more than fifteen (15) minutes before the scheduled pick-up window as shown on the vehicle manifest/schedule and the driver forces, coerces, requires, or demands the customer board prior to the start of the pickup window or marks the trip as a no-show if the rider fails to board prior to the scheduled pick-up time.

(d) A complaint will be determined as valid when the Contractor'(s) vehicle arrives to transport a rider more than fifteen (15) minutes after the scheduled pick-up window as shown on the vehicle manifest/schedule.

Section 18. The Schedule of Prices and Estimated Quantities attached to the Contract as Exhibit "B" is hereby amended by removing and replacing said Exhibit "B" with the attached Revised Exhibit "B".

Section 19. The provisions of RFP 04-029R/DP and the terms and provisions of Contractor's proposal submitted in response to said RFP, are all incorporated into and made a part of the Contract's terms and conditions, and are hereby further amended to accomplish the purposes of this First Amendment. In the event of any conflict between this First

Amendment, the terms of the Contract, as previously amended, the provisions of said RFP and the terms and provisions of Contractor's proposal, this First Amendment shall be given precedence over all others terms and provisions and shall be used to control and resolve any conflict. Thereafter, the descending order of precedence for Contract conflict resolution established in Article 2 of the Contract shall be applicable, and Article 2 is hereby modified to accomplish the purposes of this paragraph.

Section 20. The provisions of this First Amendment shall become effective on August 26, 2007, upon the approval and execution of this First Amendment by County. Except as provided in this First Amendment, all other terms and conditions of the Contract for the Supply of Paratransit Services are hereby confirmed and shall remain unchanged and in full force and effect.

Section 21. Contractor does hereby waive, acquit, release and forever discharge the County from any and all causes of actions, claims or demands, of any kind or nature, whether legal or equitable, whether known or unknown, that Contractor, its successors or assigns had, have or may have arising out of or related, in any manner whatsoever, to the County's performance of the Contract or breach of any term of the Contract or duty owed to Contractor under the Contract, excluding County's obligation to pay Contractor for the service hours ordered and delivered prior to the date of this First Amendment and County's responsibility for acts or omissions that arise solely out of or are solely attributable to the County's negligent acts or omissions or intentional or wrongful acts that are not encompassed within Contractor's obligations under Article 39 of the Contract and are unknown to Contractor as of the date of this First

Amendment. Contractor further acknowledges that it releases and discharges any claim that it had, has or might have of a mutual mistake of fact regarding the Contract, and releases and waives any right(s) it had, has or might have to assert a claim for reformation or rescission of the Contract. Contractor further acknowledges that County has relied upon Contractor's representations and affirmations, and changed its position, to the detriment of County, as a result of such reliance. Contractor expressly acknowledges that it has been adequately and fully compensated for the release and waiver set forth herein, and that this First Amendment contains adequate consideration for said release and waiver and all modifications made to the terms and conditions of the Contract.

(Remainder of Page Intentionally Left blank)

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, FLORIDA, by  
its BOARD OF COUNTY COMMISSIONERS

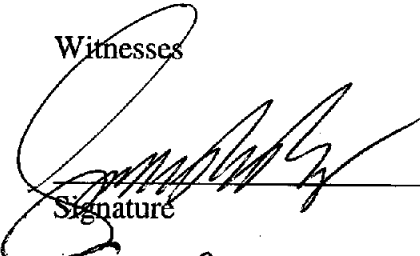
Sharon R. Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

Witnesses

MV Transportation, Inc.

  
Signature

By: \_\_\_\_\_  
Signature

Carlynn Brandenburg  
Print or type name

KEITH (WHALEN)  
Print or type name

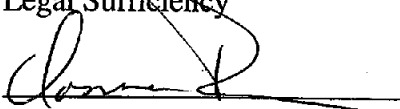
\_\_\_\_\_  
Signature

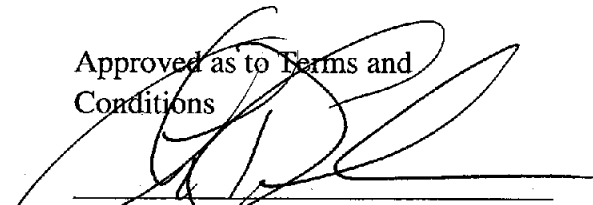
PRESIDENT  
Title

\_\_\_\_\_  
Print or type name

Approved as to Form and  
Legal Sufficiency

Approved as to Terms and  
Conditions

  
County Attorney

  
Chuck Cohen, Executive Director  
Palm Tran

**\*\*REVISED EXHIBIT "B"**  
**SCHEDULE OF PRICES AND ESTIMATED QUANTITIES**

Line Item	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1	South Service Area With Medicaid for the period 2-13-05 through 2-12-06 Year 1	272,699	Hours	\$38.13	\$10,398,012.87
2	South Service Area With Medicaid for the period 2-13-06 through 2-12-07 Year 2	294,145	Hours	\$34.62	\$10,183,299.90
3	South Service Area With Medicaid for the period 2-13-07 through 8-25-07 Year 3	151,684	Hours	\$34.50	\$5,233,098.00
4	Paratransit Services for the period 8-26-07 through 2-12-08 Year 3	105,000	Hours	\$38.95	\$4,089,750.00
5	Paratransit services for the period 2-13-08 through 2-12-09 Year 4	230,000	Hours	\$39.65	\$9,119,500.00
6	Paratransit Services for the period 2-13-09 through 2-12-10 Year 5	246,800	Hours	\$40.35	\$9,958,380.00
7	Paratransit Services for the period 2-13-10 through 2-12-11 Year 6	264,776	Hours	\$41.35	\$10,948,487.60
8.	Paratransit Services for the period 2-13-11 through 2-12-12 Year 7	284,010	Hours	\$42.39	\$12,039,183.90
9	First Aid Kit	100	Each	\$28.00	\$2,800.00
Estimated Total Amount					\$71,972,512.27



**MV Contract Amendment Cost Proposal Summary - August 13, 2007**

Contract year	Dates	Original Sched Hours	Revised Sched Hours	Difference	Contract Bid Rate	Revised Bid Rate	Difference	Original Contract Value	Amended Contract Value	Cost to County Net Difference Contract Value
Year 1	Feb 2005 - Feb 2006	272,669			\$ 38.13			\$ 10,398,012.87	\$ 10,398,012.87	
Year 2	Feb 2006 - Feb 2007	294,145			\$ 34.62			\$ 10,183,299.90	\$ 10,183,299.90	
Year 3	Feb 2007 - Aug 2007	171,722	151,684	(20,038)	\$ 34.50			\$ 5,924,409.00	\$ 5,233,098.00	
Year 3	Sept 2007 - Feb 2008	145,000	105,000	(40,000)	\$ 34.50	\$ 38.95	\$ 4.45	\$ 5,002,500.00	\$ 4,089,750.00	\$ (912,750.00)
Year 4	Feb 2008 - Feb 2009	341,269	230,000	(111,269)	\$ 34.23	\$ 39.65	\$ 5.42	\$ 11,681,637.87	\$ 9,119,500.00	\$ (2,562,137.87)
Year 5	Feb 2009 - Feb 2010	366,775	246,800	(119,975)	\$ 34.43	\$ 40.35	\$ 5.92	\$ 12,628,063.25	\$ 9,958,380.00	\$ (2,669,683.25)
Year 6	Feb 2010 - Feb 2011	393,414	264,776	(128,638)	\$ 35.13	\$ 41.35	\$ 6.22	\$ 13,820,633.82	\$ 10,948,487.60	\$ (2,872,146.22)
Year 7	Feb 2011 - Feb 2012	421,031	284,010	(137,021)	\$ 35.83	\$ 42.39	\$ 6.56	\$ 15,085,540.73	\$ 12,039,183.90	\$ (3,046,356.83)
								* \$ 2,800.00		
<b>TOTAL</b>		1,667,489	1,130,586	(556,941)				\$ 84,734,585.00	\$71,972,512	(\$12,762,073)

32% reduction in the revised # of hours versus the original # of scheduled hours over the remainder of contract

\* Adjustment for new first aid kits

Attachment #

**B**