



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures					
Operating Costs	(1,199,041)	(1,608,210)	(2,549,886)	(3,699,648)	(1,751,527)
External Revenues					
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>(1,199,041)</b>	<b>(1,608,210)</b>	<b>(2,549,886)</b>	<b>(3,699,648)</b>	<b>(1,751,527)</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 (2-13-05 through 2-12-12) with annual estimated funding limit based on estimated quantities. Annual reduction in service beginning in the last four (4) months of contract year 3, which occurs in FY 08 (also includes one-time payment of \$573,780 for vehicle retirement and \$2,800 for first-aid kits) has resulted in the following fiscal year impacts (NOTE all fiscal years covered by the contract are presented):

FY 05 \$6,117,803  
 FY 06 \$10,756,935  
 FY 07 \$11,508,928 to \$11,288,782 a decrease of \$220,146  
 FY 08 \$12,504,087 to \$11,305,045 a decrease of \$1,199,041  
 FY 09 \$13,583,167 to \$11,974,958 a decrease of \$1,608,210  
 FY 10 \$14,884,092 to \$12,334,206 a decrease of \$2,549,886  
 FY 11 \$16,403,878 to \$12,704,230 a decrease of \$3,699,648  
 FY 12 \$7,109,985 to \$5,358,458 a decrease of \$1,751,527  
 Total reduction: \$11,028,458

C. Departmental Fiscal Review: John Murphy, Finance Mgr  
**III. REVIEW COMMENTS**

A. OFMB Fiscal and/or Contract Dev. and Control Comments:  
 The net fiscal impact does not consider the use of taxi vehicles.

Don Dool 11-14-07  
 11/9/07 OFMB

John J. J... 11/15/07  
 Contract Dev. and Control

B. Legal Sufficiency:  
[Signature]  
 Assistant County Attorney

Palm Tran staff has advised the contractor that the County will **This amendment complies with** not be bound by **our review requirements.** the terms of any collective bargaining agreement that the contractor may enter into with any bargaining agent representing contractor's employees. While the Amendment indicates that the parties have not determined whether the contractor may be entitled to a price adjustment as a result of the unionization of its workforce, collectively bargained changes to wages or other terms and conditions of employment should not, in and of themselves, obligate the County to increase the unit price.

C. Other Department Review:  
 \_\_\_\_\_  
 Department Director

Attachment #1

THIRD AMENDMENT to the Contract  
for the Supply of Paratransit  
Services with Palm Beach Metro  
Transportation L.L.C. R2004-  
2447

**THIRD AMENDMENT TO  
CONTRACT FOR THE SUPPLY OF PARATRANSIT SERVICES WITH  
PALM BEACH METRO TRANSPORTATION, L.L.C.  
(R2004-2447, R2005-0692)**

**THIS THIRD AMENDMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, to the Contract for the Supply of Paratransit Services between Palm Beach Metro Transportation, L.L.C. (hereafter referred to as "the Contractor") whose address is 1700 N. Florida Mango Road, West Palm Beach, Florida, 33409 and Federal I.D. Number is 57-1198990, 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 November 23, 2004, the County and the Contractor entered into that certain Contract for the Supply of Paratransit Services (R2004-2447) under which the Contractor agreed to provide ambulatory and non-ambulatory paratransit transportation services to the North and West service areas of Palm Beach County; and

**WHEREAS**, on April 5, 2005, the County and the Contractor entered into a First Amendment (R2005-0692) to said Contract under which the Contractor was permitted to provide an annually renewable Letter of Credit in the amount of \$750,000.00; and

**WHEREAS**, on April 10, 2006, the County, through its Director of Purchasing, and the Contractor entered into a Second Amendment to said Contract under which the Contractor was permitted, with the County's daily pre-authorization, to use a limited number of taxi cabs in lieu of the vehicles specified in the Contract, for a period not to exceed ninety (90) days; and

**WHEREAS**, the Contractor is now claiming that the County has imposed a constructive partial termination for convenience as a result of a reduction, in excess of 20%, in the minimum level of service hours (estimated quantity); and

**WHEREAS**, the Contractor has claimed that it is owed additional money by County for several reasons including, but not limited to, a reduction in its fleet size necessitating the premature disposal of thirty-three (33) vehicles no longer needed to perform the service as reduced, and the failure by the Contractor to capture certain fixed and variable overhead costs allocable to the work; and

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**WHEREAS**, the Contractor has advised County that the Amalgamated Transit Union (ATU) is seeking to become the certified bargaining agent of certain members of its workforce;

**WHEREAS**, the parties acknowledge that the consequences and cost impacts of the unionization of the Contractor's workforce have not been ascertained and the parties have not determined whether the Contractor will be entitled to an adjustment in its hourly rate as a result of the "unionization" of its workforce; and

**WHEREAS**, the parties agrees that the County will be harmed if the Contractor fails to provide adequate resources for scheduled trips, refuses or is unable to perform scheduled trips in conformity with the Contract's requirements, as amended, or substitutes a vehicle of lesser capacity than that scheduled by Palm Tran Connection; and

**WHEREAS**, the parties are entering into this Third Amendment, including the release and waiver contained in this Third 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, the parties agree that the Contract for the Supply of Paratransit Services, as previously amended (collectively referred to herein as "Contract"), is amended to provide as follows:

Section 1. The parties desire to eliminate the service areas established under Palm Beach County RFP 04-029R/DP and any County agreement with a paratransit service provider 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 and 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 redesignation 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 Eighty-One Million Eight Hundred Forty Thousand Four Hundred Seventeen Dollars and Ninety-Eight Cents (\$81,840,417.98). Included within the total contract amount is the sum of Five Hundred Seventy-Three thousand seven Hundred eighty dollars (\$573,780.00), which sum the County will pay to Contractor to resolve any and all damages and claims arising out of or related to Contractor's premature disposal of vehicles as a result of the reduction of service hours and all other modifications to the Contract. Contractor has represented to the County that the reduction of service hours and other modifications described herein shall necessitate Contractor's disposal of no less than thirty-three (33) vehicles as described in the document Contractor submitted to County on September 14, 2007, a copy of which is attached hereto as Attachment 1. Contractor further acknowledges that the release and waiver of claims set forth in Section 20. of this Third Amendment expressly includes any and all claims that Contractor had, has or may have against the County relating to any and all modifications made to the Contract, including but not limited to the reduction of service hours, and Contractor's desire and or need to reduce the number of vehicles it had made available to provide services under the Contract.

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

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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 Quantity 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 Third 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 Third Amendment. Contractor shall deliver or perform the services as ordered by the issuance of daily manifests/schedules, as 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 one (1) 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 the 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 (regardless of how many hours were actually provided by Contractor). 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 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 the occurrence); to respond to ninety percent (90%) ETA or more 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/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 shall 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 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 per incident.

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 and DOSS programs during the term 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 government's agency or entity providing funding or exercising any regulatory or administrative control over a program's services, and other programs may be added or eliminated programs reinstated. The Contractor may be required to modify services provided hereunder consistent with such federal, state, local or County action or regulation.

C. 13. The Contractor agrees that the County may, in its sole discretion, obtain a taxi service provider to provide paratransit transportation services for paratransit programs encompassed within the Scope, as amended, and reassign trips or service hours to taxi services, as deemed 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 and an increase in the Federally mandated minimum wage up to an including year 4 of the Contract by the new rates reflected on the Revised Exhibit B attached to this Third Amendment. County acknowledges that during year 4 of the Contract, the Contractor may be engaged in labor negotiations with Amalgamated Transit Union. The parties acknowledge that the consequences and cost impacts of the unionization of the Contractor's workforce, if any, have not been ascertained and the parties have not determined whether the Contractor will be entitled to an adjustment in its hourly rate as a result of the "unionization" of its workforce.

Section 6. Paragraph 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 for any reasons, 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(s) and associated number of service hours to a different provider or contractor. Contractor shall not have a claim for increased costs as a result of the permanent removal or reassignment of a route(s) (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. 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 inches (34") 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. 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 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 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 to the work, a change in the Scope, or a partial termination of 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 8. Subparagraph D.2.(b) and Subparagraph D.4. of Section III – Vehicle "Minimum" Requirements of the Scope is 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 twenty-eight dollars (\$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 used 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 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 9. 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 Article 6 of the Contract.

Section 10. 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 11. 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 12. Part C of Section IV - Personnel "Minimum" Requirements of the Scope is amended to add paragraphs 7 and 8 to 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 vehicle, 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 fare collection and passenger types. In addition, Dispatcher 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, a guilty plea, deferred adjudication, or a plea of nolo contendere or no contest.

Section 13. 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 14. 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 655.

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- Section 15. 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) respectively.
- Section 16. Subparagraphs A.1.(c) and (e) of Section XIV – Operational Procedures of the Scope are redesignated as subparagraphs (b) and (d) in Section 16 above of this Third Amendment and are further amended to provide as set forth below:
- (b) The Contractor 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 determine 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 17. 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 18. 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 Third Amendment. In the event of any conflict between this Third Amendment, the terms of the Contract, as previously amended, the provisions of said RFP and the terms and provisions of Contractor’s proposal, this third 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.

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- Section 19. The provisions of this Third Amendment shall become effective on November 6, 2007, upon approval and execution of this Third Amendment by County. Except as provided in this Third Amendment, all other terms and conditions of the Contract for the Supply of Paratransit Services, as previously amended, are hereby confirmed and shall remain unchanged and in full force and effect.
- Section 20. 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 the County's obligation to pay Contractor for the service hours ordered, delivered and accepted prior to the date of this Third 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 Third Amendment. Contractor further acknowledges that it releases and discharges any claim that it had, has or might have for a rate adjustment, increased cost, including claims for premature disposal of vehicles, or claim for damages of any kind or amount, whether known or unknown, related to or arising out of the quantity of work or service hours assigned to Contractor, or ordered or purchased by County, including but not limited to, any and all claims that County partially or constructively terminated the Contract for convenience. Contractor further releases and waives any right(s) it had, has or might have to assert a claim of lack of mutuality of obligation or remedy, or 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 Third Amendment contains adequate consideration for said release and waiver and all modifications made to the terms and conditions of the Contract.

THIRD AMENDMENT to the Contract  
for the Supply of Paratransit  
Services with Palm Beach Metro  
Transportation L.L.C. R2004-  
2447

**IN WITNESS WHEREOF**, the undersigned parties have executed this Third 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

PALM BEACH METRO TRANSPORTATION, L.L.C.

By: *James Payne*  
Signature

By: *Cullan F. Meathe*  
Cullan F. Meathe, President of Yellow Cab  
Service Corporation of Florida, Inc., the  
Managing Member of Palm Beach Metro  
Transportation, L.L.C.

*Lawrence Ragnone*  
Print or type name

Attest:  
\_\_\_\_\_

By: *Marc Mostoller*  
Signature

(Seal)

*Marc Mostoller*  
Print or type name

Approved as to Form and  
Legal Sufficiency

Approved as to Terms  
and Conditions

*[Signature]*  
County Attorney

*[Signature]*  
Chuck Cohen, Executive Director, Palm Tran

Subject to comment RE: legal  
Sufficiency on 11/20/07 agenda cover  
G:/.../APBMT301Amend.pt10-29-07.word page

Third Amendment to the  
 Contract for the supply of  
 Paratransit Services with Palm  
 Beach Metro Transportation  
 L.L.C. (R2004-2447)

## REVISED EXHIBIT "B" SCHEDULE OF PRICES AND ESTIMATED QUANTITIES

Line Item	Description	Estimated Quantity	Unit	Unit Price	Extended Amount
1	North and West Service Areas With Medicaid for the period 2-13-05 through 2-12-06 Year 1	319,162	Hours	\$32.86	\$10,487,663.32
2	North and West Service Area With Medicaid for the period 2-13-06 through 2-12-07 Year 2	343,345	Hours	\$31.89	\$10,949,272.05
3	North and West Service Area With Medicaid for the period 2-13-07 through 11-6-07 Year 3	238,299	Hours	\$32.26	\$7,687,525.74
4	Paratransit Services for the period 11-07-07 through 2-12-08 Year 3	73,981	Hours	\$39.23	\$2,902,274.63
5	Paratransit services for the period 2-13-08 through 2-12-09 Year 4	300,000	Hours	\$39.23	\$11,769,000.00
6	Paratransit Services for the period 2-13-09 through 2-12-10 Year 5	309,000	Hours	\$39.23	\$12,122,070
7	Paratransit Services for the period 2-13-10 through 2-12-11 Year 6	318,270	Hours	\$39.23	\$12,485,732.10
8	Paratransit Services for the period 2-13-11 through 2-12-12 Year 7	327,818	Hours	\$39.23	\$12,860,300.14
9	One time payment for premature retirement of excess vehicles	1	Each	\$573,780.00	\$573,780.00
9	First Aid Kit	100	Each	\$28.00	\$2,800.00
Estimated Total Amount					\$81,840,417.98

3<sup>rd</sup> AMENDMENT ATTACHMENT 1 PAGE 1 of 1  
 CONTRACT R2004-2447

PT Route Termination Cost Sheet 09-11-07 (2)

Fleet No	Year, Make and Model	Model Year	Vehicle ID Number	Mileage	Delivery Date	Maturity	Lease Term	Useful Life
5031	2005 FORD FREESTAR	2005	2FMZA51655BA64394	107,174.00	Jun-06	May-10	47	
5033	2005 FORD FREESTAR	2005	2FMZA51685BA58430	124,523.00	Jun-06	Jun-10	48	
5038	2005 FORD FREESTAR	2005	2FMZA51685BA63482	120,999.00	Jun-06	Jun-10	48	
5050	2005 FORD FREESTAR	2005	2FMZA57635BA65163	92,884.00	Jul-06	Jul-11	60	
5126	Ford E350 6/2	2005	1FDWE35P75HB17534	118,179.00	Apr-05	n/a		84
5143	Ford E350 6/2	2005	1FDWE35P75HB19199	130,807.00	Apr-05	n/a		84
5141	Ford E350 6/2	2005	1FDWE35P15HB19201	125,644.00	Apr-05	n/a		84
5176	Ford E350 6/2	2005	1FDWE35P55HB19203	106,645.00	Apr-05	n/a		84
5127	Ford E350 6/2	2005	1FDWE35P65HB19212	131,511.00	Apr-05	n/a		84
5166	Ford E350 6/2	2005	1FDWE35P15HB17531	93,770.00	May-05	n/a		84
5107	Ford E350 6/2	2005	1FDWE35P15HA24041	138,809.00	Apr-05	n/a		84
5101	Ford E350 6/2	2005	1FDWE35P65HA18929	109,373.00	Apr-05	n/a		84
5171	Ford E350 6/2	2005	1FDWE35P55HB17547	118,797.00	May-05	n/a		84
5121	Ford E350 6/2	2005	1FDWE35P65HB19193	130,852.00	Apr-05	n/a		84
5146	Ford E350 6/2	2005	1FDWE35P95HB19205	114,989.00	May-05	n/a		84
5170	Ford E350 6/2	2005	1FDWE35P45HB19208	130,791.00	May-05	n/a		84
5173	Ford E350 6/2	2005	1FDWE35P35HB24190	123,016.00	May-05	n/a		84
5168	Ford E350 6/2	2005	1FDWE35P95HB24193	123,388.00	May-05	n/a		84
5102	Ford E350 6/2	2005	1FDWE35P65HA18932	112,741.00	Apr-05	n/a		84
5174	Ford E350 6/2	2005	1FDWE35P85HB31572	115,312.00	May-05	n/a		84
5122	Ford E350 6/2	2005	1FDWE35P85HB19194	105,045.00	Apr-05	n/a		84
5129	Ford E350 6/2	2005	1FDWE35P65HB19209	108,430.00	Apr-05	n/a		84
5124	Ford E350 6/2	2005	1FDWE35P45HB19211	134,483.00	Apr-05	n/a		84
77311	2005 FORD FREESTAR	2005	2FMZA51675BA64395	92,985.00	Jun-06	Mar-10	45	
77361	2005 FORD FREESTAR	2005	2FMZA51605BA02921	82,328.00	Jun-06	Mar-10	45	
77331	2005 FORD FREESTAR	2005	2FMZA51695BA02920	95,481.00	Jun-06	Mar-10	45	
77381	2005 FORD FREESTAR	2005	2FMZA51615BA59726	84,715.00	Jun-06	Mar-10	45	
77411	2005 FORD FREESTAR	2005	2FMZA51605BA68844	93,760.00	Jun-06	Mar-10	45	
5185	E-450 (12/2)	2005	1FDXE45P65HA22957	68,428.00	Apr-05	n/a		84
5187	E-450 (12/2)	2005	1FDXE45P65HB00783	104,587.00	Jun-05	n/a		84
4011	Ford Freestar	2004	2FMZA57634BA84956	109,801.00	Feb-05	n/a		60
4008	Ford Freestar	2004	2FMZA57674BA84961	120,370.00	Feb-05	n/a		60
4014	Ford Freestar	2004	2FMZA57264BB00967	129,581.00	May-05	n/a		60
					33			
	<b>Misc. Equipment</b>	<b>Price</b>	<b>Quantity</b>					
	Fire Extinguisher	\$ 49.00	33					
	First Aid Kit	\$ 28.00	33					
	Blood Spill Kit	\$ 28.00	33					
	Radio	\$425.00	33					

**PBMT Contract Amendment #3 Cost Proposal Summary - November 3, 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	319,162			\$ 32.86			\$ 10,487,663	\$ 10,487,663	
Year 2	Feb 2006 - Feb 2007	343,345			\$ 31.89			\$ 10,949,272	\$ 10,949,272	
Year 3	Feb 2007 - Nov 2007	247,328	238,299	(9,029)	\$ 32.26			\$ 7,936,208	\$ 7,687,526	
Year 3	Nov 2007 - Feb 2008	121,819	73,981	(47,838)	\$ 32.61	\$ 39.23	\$ 6.62	\$ 3,972,502	\$ 2,902,275	\$ (1,070,226.98)
Year 4	Feb 2008 - Feb2009	396,485	300,000	(96,485)	\$ 32.61	\$ 39.23	\$ 6.62	\$ 12,929,375	\$ 11,769,000	\$ (1,160,375.00)
Year 5	Feb 2009 - Feb 2010	425,247	309,000	(116,247)	\$ 33.04	\$ 39.23	\$ 6.19	\$ 14,050,161	\$ 12,122,070	\$ (1,928,090.88)
Year 6	Feb 2010 - Feb 2011	455,287	318,270	(137,017)	\$ 34.00	\$ 39.23	\$ 5.23	\$ 15,479,758	\$ 12,485,732	\$ (2,994,025.90)
Year 7	Feb 2011 - Feb 2012	486,430	327,818	(158,612)	\$ 35.08	\$ 39.23	\$ 4.15	\$ 17,063,964	\$ 12,860,300	\$ (4,203,664.26)
<b>TOTAL</b>		1,885,268	1,329,069	(565,228)				\$ 92,868,875.00	\$ 81,263,837.98	
									\$ 573,780.00	(one time payment)
								* \$	\$ 81,840,417	\$ 11,028,458
								*includes \$2800 adjustment for new first aid kits		

Attachment #2