

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital					
Expenditures	\$40,857				
Operating Costs					
External Revenues	(\$40,857)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
No. ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1542 Dep't. 542 Unit 5540
 Object 3401 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: John Murphy
 John Murphy, Finance Manager

III. REVIEW COMMENTS

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

Susan Neary 10/3/13
 OFMB KU 10/3 10/3/13

Dr. J. Goulet 10/9/13
 Contract Dev. and Control
 10-9-13 B. Wheeler

B. Legal Sufficiency:

[Signature] 10/15/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

**DEPARTMENT OF ECONOMIC SUSTAINABILITY
BUDGET AVAILABILITY STATEMENT**

REQUEST DATE: 09/20/13 **REQUESTED BY:** John Murphy **PHONE:** 841-4263
FAX: 841-4291

PROJECT TITLE: Palm Tran Bus System Assessment **PROJECT NO.:** N/A
Glades Service Area

ORIGINAL CONTRACT AMOUNT: 75,000 **BCC RESOLUTION#:** R2012-1434
DATE 10/2/12

REQUESTED AMOUNT: \$40,857

CSA or CHANGE ORDER NUMBER: N/A

CONSULTANT/CONTRACTOR: Center for Urban Transportation Research (CUTR)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Consultant services to assist Palm Tran in their portion of the study by providing professional/consulting services in the area of fixed route bus services in the Glades region, as more specifically set forth in the Scope of Work.

CONSTRUCTION	
PROFESSIONAL SERVICES	<u>\$40,857</u>
STAFF COSTS** (Design/Construction Phase)	
MISC. (permits, prints, advertising)	
TOTAL	<u>\$40,857</u>

BUDGET ACCOUNT NUMBER (IF KNOWN)

FUND: 1542 **DEPT:** 542 **UNIT:** 5540 **OBJ:** 3401

FUNDING SOURCE (CHECK ALL THAT APPLY): AD VALOREM OTHER
 FEDERAL/DAVIS BACON

SUBJECT TO IG FEE? YES NO

BAS APPROVED BY: *Edward R. Perry* **DATE:** 9/20/2013

ENCUMBRANCE NUMBER: _____

9/20/13

Revised 07/2012

CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES

This Contract is made as of the _____ day of _____, 2013, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and The University of South Florida Board of Trustees, a public body corporate for its Center for Urban Transportation Research (CUTR), hereinafter referred to as the CONSULTANT, whose Federal I.D. is 593102112.

WHEREAS, the COUNTY has entered into a Cooperative agreement with the U.S. Department of Housing and Urban Development (HUD) to conduct studies and develop a master plan for the revitalization of the Glades Region of Palm Beach County; and

WHEREAS, the parties had previously entered in a Contract (R-2012-1434) October 2, 2012 under which CUTR provided consulting services related to the fixed route public transportation in the Glades Area, completing Tasks 1 and 2 thereof prior to expiration of the Contract's term; and

WHEREAS, due to circumstances beyond the control of either party, performance of the remaining tasks of that contract have been delayed and the parties now desire to continue and complete the study's started hereunder;

NOW THEREFORE, In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES

1. The COUNTY has entered into a Cooperative Agreement with the U.S. Department of Housing and Urban Development (HUD) [CCPFL0049 dated Feb 15, 2012] to conduct study's and develop a master plan for revitalization of the Glades Region of Palm Beach County.

Palm Tran, the COUNTY's Surface Transportation Department has responsibility for the Public Transportation portion of the study and master plan.

The CONSULTANT (CUTR) will assist Palm Tran in their portion of the study by providing professional/consulting services in the area of fixed route bus services in the Glades Region, as more specifically set forth in the Scope of Work detailed in Exhibit A "Proposal Summary: Glades Master Transit Plan – August 2013"

This is a continuation of the work performed under Contract R2012-1434 dated October 2, 2012.

2. The CONSULTANT will comply with all applicable certifications, reporting and other requirements of the HUD Cooperative Agreement, a copy of which has been provided to CUTR, is in the files of both parties, and incorporated herein by

reference.

3. The COUNTY'S representative/liasion during the performance of this Contract shall be Mr. Fred Stubbs, whose telephone number is 561 841-4222.

The CONSULTANTS representative/liasion during the performance of this Contract shall be Chris DeAnnuntis, whose telephone number is 813 974-8942 for technical concerns and Sharon Pinson for administrative concerns, telephone 813 974-0360.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of this Contract and shall complete all services by within one (a) year thereafter.. Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

ARTICLE 3 - PAYMENTS TO CONSULTANT

- A. The total amount to be paid by the COUNTY under this Contract for all services, materials, and expenses shall equal a total contract amount of Forty Thousand Eight Hundred Fifty Seven Dollars (\$40,857) The CONSULTANT will bill the COUNTY on a quarterly basis at the amounts set forth in Exhibit "A" for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Expenses incurred by the CONSULTANT are included in the fixed price and are not separately reimbursable under this contract.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.
- C. Final Invoice: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last billing to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the CONSULTANT.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to

determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, for cause upon five (5) days written notice to the CONSULTANT, or without cause upon ten (10) days written notice to the CONSULTANT. CONSULTANT further acknowledges that one dollar of the sum to be paid by COUNTY under this contract (and included within CONSULTANT'S indirect costs), is paid as special consideration to CONSULTANT, the adequacy of which is hereby acknowledged, fo COUNTY's right to terminate for convenience as described herein.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereinafter shall be performed by the CONSULTANT or under its

supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING [RESERVED]

Subcontracting is not authorized under this Contract

ARTICLE 8 - FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials. However, it is understood that CONSULTANT is exempt from payment of Florida State Sales and Use Taxes as a State entity.

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

This Contract is subject to the prior approval of HUD and the continuing approval and availability of HUD funding for purposes of this Contract.

The COUNTY'S performance and obligation to pay under this Contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

A. Worker's Compensation Insurance & Employers Liability CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

B. Without waiving the right to Sovereign Immunity as provided in Section 768.28, Florida Statutes, CONSULTANT acknowledges that it is self-insured under Florida's sovereign immunity statute with coverage limits of \$200,000 Per Person and \$300,000 Per Occurrence or such monetary waiver limits as may, from time to time during the term of this Contract, be set forth in the Florida's sovereign immunity statute, which the COUNTY recognizes as acceptable regarding General Liability and Automobile Liability.

C. Without waiving the right to Sovereign Immunity or any other statutory provisions to the contrary, CONSULTANT acknowledges and agrees in the event COUNTY and/or Palm Tran Inc. is named in any legal action as a result of the negligent acts or omissions arising out of CONSULTANT's performance or failure to perform the contractual duties set forth in the terms of this Contract, CONSULTANT shall respond with all necessary defense of COUNTY and/or Palm Tran, Inc. in the same manner and to the same extent as if they were identified as an Additional Insured with CONSULTANT's self-insured program.

D. Certificate(s) of Insurance Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY'S representative, a Certificate(s) or Affidavit evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect

ARTICLE 11 - INDEMNIFICATION

CONSULTANT, to the extent permitted by law, shall protect, defend, reimburse, indemnify and hold COUNTY and Palm Tran, Inc. and their agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of their performance of the terms of this Contract or due to the acts or omissions of CONSULTANT. This statement shall not be interpreted or construed as a waiver of CONSULTANT's sovereign immunity under Florida law.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. .

Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY or Palm Tran, Inc., nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY, Palm Tran, Inc. and the CONSULTANT.

ARTICLE 14 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

The CONSULTANT shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT. The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Contract.

ARTICLE 15 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate,

or stop any or all of the work at any time.

ARTICLE 16 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the COUNTY's representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

Pursuant to §1004.01(2), Fla. Stat., all drawings, maps, sketches, programs, data base, reports and other data developed by CONSULTANT ("Work"), under this Contract shall be and remain the CONSULTANT'S property. CONSULTANT grants COUNTY an irrevocable, non-exclusive, royalty-free license to Work for its own use and COUNTY may reproduce and reuse Work for COUNTY's own use and to fulfill its obligations under the HUD contract.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Contract, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

Notwithstanding anything contained in this Article 17, the COUNTY recognizes that under CONSULTANT's policy, the results of this project must be published and agrees that researchers engaged in the project shall be permitted to present at symposia, professional dissertations, or otherwise, the methods and results of the project

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the COUNTY and/or Palm Tran, Inc. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the

means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY and/or Palm Tran, Inc. shall be that of an Independent Contractor and not as employees or agents of the COUNTY and /or Palm Tran, Inc.

The CONSULTANT does not have the power or authority to bind the COUNTY and/or Palm Tran, Inc. in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. The COUNTY as well as any State or Federal Agency in the course of their duties,, shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 21 - NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression.

ARTICLE 22 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

ARTICLE 23 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

ARTICLE 26 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the COUNTY, notices shall be addressed to:

Mr. Charles Cohen – Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, Fl. 3307

With copy to:

Palm Beach County Attorney's Office
301 North Olive Ave.
West Palm Beach, Florida 33401

If sent to the CONSULTANT, notices shall be addressed to:

Sharon Pinson—Sponsored Research Admin. University of South Florida, Sponsored
Research 3702 Spectrum Boulevard, Suite 165, Tampa, FL 33612

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 25- Modifications of Work.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

If CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility," as identified in Resolution R-2003-1274, the CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"). The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

[NOTHING FURTHER ON THIS PAGE] _____

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and CONSULTANT has hereunto set its hand the day and year above written.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS FOR CONSULTANT:

CONSULTANT:

Sharon Pinson
Signature

University of South Florida

Sharon Pinson
Name (type or print)

Keith Anderson
Signature

Corinne T. Walters
Signature

Keith Anderson, CRA
Associate Director, Division of Sponsored Research
Typed Name

Corinne T. Walters
Name (type or print)

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(corp. seal)

By _____
County Attorney

Approved as to Form and
Legal Sufficiency

APPROVED AS TO TERMS
AND CONDITIONS
By _____
Department Director

Lynn Cash
Attorney. USF



DEPARTMENT OF FINANCIAL SERVICES
Division of Risk Management

**STATE RISK MANAGEMENT
TRUST FUND**

Policy Number: WC-0281 State Employee Workers' Compensation
and Employer's Liability Certificate of
Coverage

Name Insured: University of South Florida

Coverage Limits:

Coverage A - Compensation coverage is provided to comply with the applicable State Workers' Compensation, Occupational Disease Laws and any rule promulgated thereunder.

Coverage B \$200,000.00 each person
\$300,000.00 each occurrence

Inception Date: July 1, 2013

Expiration Date: July 1, 2014

CHIEF FINANCIAL OFFICER

DFS-D0-867
(REV. 8/09)



STATE RISK MANAGEMENT TRUST FUND
STATE EMPLOYEE WORKERS' COMPENSATION AND
EMPLOYER'S LIABILITY
CERTIFICATE OF COVERAGE

In consideration of the provisions and stipulations contained herein or added hereto and for the premium charged, the State Risk Management Trust Fund, hereinafter referred to as the "Fund", certifies that the State department or agency named in this certificate is hereby entitled to workers' compensation coverage as set forth in the Workers' Compensation Laws and to employer's legal liability coverage as established herein. Coverage shall be effective on the inception date at 12:01 a.m., standard time.

This certificate is comprised of the foregoing provisions and stipulations, together with such other provisions and stipulations as may be added hereto by the Fund in the future:

I. Coverages

A. Coverage A - Workers' Compensation

To pay promptly when due all compensation and other benefits required of the Insured by the Workers' Compensation Laws.

B. Coverage B - Employer's Liability

To pay on behalf of the insured all sums which the insured shall become liable to pay as damages because of bodily injury by accident or disease, including death, at any time resulting therefrom, which are sustained by an employee of the insured and which arise out of and in the course of his employment with the insured in the United States of America, its territories or possessions, or while temporarily employed outside the United States of America, its territories or possessions.

II. Defense, Settlement, Supplementary Payments

As respects the insurance afforded by the other terms of this certificate, the Fund shall:

- (a) defend any proceeding against the insured seeking such benefits and any suit against the insured alleging such injury and seeking damages on account thereof, even if such proceeding or suit is groundless, false, or fraudulent. The Fund will investigate all claims filed against the insured in order to determine the legal liability of the insured and to determine damages sustained by the claimant. The Fund will negotiate, settle, or deny the claim based on these findings and appropriate Florida law.
- (b) pay all expenses incurred by the Fund, all costs taxed against the insured in any such proceeding or suit, and all interest accruing after entry of judgment until the Fund has paid, tendered, or deposited in court such part of such judgment as does not exceed the limit of the Fund's liability thereon;
- (c) pay amounts incurred under this insuring certificate, except settlements of claims and suits, in addition to the amounts payable under Coverage A, or the applicable limit of liability under Coverage B.

III. Definitions

- (a) Workers' Compensation Law - The workers' compensation law and any occupational disease law of a state designated in this certificate, but does not include those provisions of any such law which provide non-occupational disability benefits.
- (b) State - Any state or territory of the United States of America and the District of Columbia.
- (c) Bodily Injury by Accident - Bodily Injury by Disease - The contraction of disease is not an accident within the meaning of the word "accident", as used in the term "bodily injury by accident", and only such disease as results

directly from a bodily injury by accident is included within the term "bodily injury by accident". The term "bodily injury by disease" includes only such disease as is not included within the term "bodily injury by accident".

- (d) Assault and Battery - Under Coverage B, Assault and Battery shall be deemed an accident unless committed by or at the direction of the insured.

IV. Applications of Coverage

This certificate applies only to (1) injury by accident occurring during the coverage period, or (2) occupational injury by disease as such is defined by law which occurs during the coverage period.

V. Exclusions

This certificate does not apply under Coverage B:

- (a) to any claim or judgment for punitive damages;
- (b) to any claim for interest for the period prior to judgment;
- (c) to that portion of a claim or judgment which is in excess of the statutory limits of liability;
- (d) to liability assumed by the insured or any third party pursuant to any contract or agreement in writing;
- (e) to any obligation for which the named insured or any carrier as his insurer may be held liable under any workers' compensation, unemployment compensation or disability benefits laws, or under any similar law;
- (f) to any action by officers, employees, agents, or volunteers as defined in Chapter 110, Part V, Florida Statutes, committed in bad faith, or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

VI. Conditions:

A. Premium

Premium charges shall be assessed in accordance with the provisions of Chapter 284, Part II, Florida Statutes, and any rules promulgated thereunder utilizing a retrospective rating arrangement premium calculation method whereby 80% of the premium is based on losses actually incurred by the insured and 20% is based on the changes in risk exposures (employees, volunteers, etc.) of an insured. The premium must be paid promptly by an insured agency from its operating budget upon receiving the premium bill or invoice.

B. Inspection

The Fund shall be permitted, but not obligated, to inspect at any reasonable time, the workplaces, operations, machinery, and equipment covered by this certificate. Neither the right to make inspections, nor the making thereof, nor any report thereon shall constitute an

undertaking on behalf of or for the benefit of the insured or others, to determine or warrant that such workplaces, operations, machinery, or equipment are safe.

C. Insured's Duties In the Event of Injury, Claim or Suit

(1) Notice of Injury

When an injury occurs, notice shall be given immediately, in accordance with current reporting procedures by the insured to the Fund. Such notice shall contain particulars sufficient to identify the insured along with reasonably obtainable information respecting the time, place, circumstances of the injury, the names and addresses of the injured and all known witnesses. Such notice is to be directed to the Division of Risk Management, State Employees' Workers' Compensation Claims, P. O. Box 8020, Tallahassee, Florida 32314-8020, or to contract service vendor in accordance with current reporting procedures.

(2) Notice of Claim or Suit

If claim is made or suit or other proceedings is brought against the insured, the insured shall immediately forward to the Fund every demand, notice, summons, or other process received by it or its representative.

(3) Assistance and Cooperation of the Insured

The insured shall cooperate with the Fund, and at its request, shall attend hearings and trials, assist in effecting settlements, secure and give evidence, obtaining the attendance of witnesses. The insured shall not except at its own cost, voluntarily make any payment, assume any obligation, or incur any expense other than for such immediate medical and other services at the time of injury as are required by the Workers' Compensation Law.

(4) Statutory Provisions - Coverage A

The Fund shall be directly and primarily liable to any person entitled to the benefits of the Workers' Compensation Law under this certificate. The obligations of the Fund may be enforced by such person, or for his benefit, by any agency authorized by law, whether against the Fund alone or jointly with the insured. As between the employee and the Fund, notice or knowledge of the injury on the part of the insured shall be notice or knowledge, as the case may be, on the part of the Fund. The Fund shall, in all things, be bound by and subject to the findings, judgments, awards, decrees, orders or decisions rendered against the insured in the form and manner provided by law and within the terms, limitations, and provisions of this certificate not inconsistent with existing law.

All of the provisions of the Workers' Compensation Law shall be and remain a part of this coverage as fully and completely as if written herein insofar as coverage applies to compensation and other benefits provided by this certificate and in respect to special taxes, payments into security or other special funds, and assessments required of or levied against compensation insurance carriers under the Workers' Compensation Law.

The insured shall reimburse the Fund for any payments required of the Fund under the Workers' Compensation Law, which are made in excess of the benefits regularly provided by such law, solely because of injury to (a) any employee by reason of the serious and willful misconduct of the insured, or (b) any employee employed by the insured in violation of law with the knowledge or acquiescence of the insured or any executive officer thereof.

(5) Limits of Liability - Coverage B

The words "damages because of bodily injury by accident or disease, including death at any time resulting therefrom" in Coverage B include damages for care and loss of services and damages for which the insured is liable by reason of suits or claims brought against the insured by others because of such bodily injury sustained by employees of the insured arising out of and in the course of their employment. The limits of liability for Coverage B are those established by Section 766.28, Florida Statutes.

(6) Other Insurance

Coverage A - If the insured has other insurance against a loss covered by this certificate, the Fund shall not be liable to the insured hereunder for (1) a greater proportion of such loss than the amount which would have been payable under this certificate had no such other insurance existed, and (2) the amount which would have been payable under each other policy applicable to such loss had each such policy been the only policy so applicable.

Coverage B - If there is a valid and collectible policy of insurance applicable to any otherwise valid claim hereunder, the coverage extended by this certificate shall not apply.

(7) Subrogation

In the event of any payment under this certificate, the Fund shall be subrogated to all rights of recovery therefor of the insured and any person entitled to the benefits of this coverage against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

(8) Cancellation

Failure of the Fund to receive the amount of premiums billed to the insured agency within the time frames allowed by law may result in cancellation of the certificate of coverage. Payments must be made promptly from the insured's operating budget upon receipt of the premium bill as specified in Section 284.36, Florida Statutes, and lack of prompt payment will result in a request from the Fund to the Comptroller to transfer premiums from any available funds of the delinquent agency under the provisions of Section 284.44(7), Florida Statutes.

(9) Terms of Coverage Conformed to Statute

Terms of this certificate which are in conflict with the provisions of the Workers' Compensation Law, or Section 766.28, Florida Statutes, are hereby amended to conform to such laws.

(10) Self-Insurance Coverage

Coverage for defending and paying claims under this certificate is provided under the authority of Chapter 284, Florida Statutes, wherein the state is authorized to administer a self-insurance program. Provision of this certificate does not constitute the issuance of insurance other than on a self-insurance basis, and payment of any covered claim obligations is contingent upon availability of legislative funding.

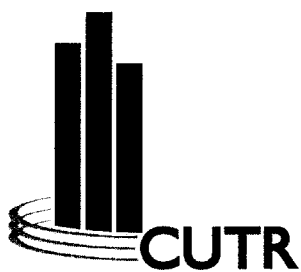
EXHIBIT A
Proposal Summary:

Glades Master Transit Plan



Palm Beach County's Public Transportation System

Prepared by the Center for Urban Transportation Research



August 2013

BACKGROUND

The Glades Area is comprised of three (3) agricultural communities: Belle Glade, South Bay and Pahokee; and the surrounding unincorporated areas. The Glades communities, a rural area southeast of Lake Okeechobee (population 38,000), encompasses some of the highest unemployment (14%-16%) and poverty levels (29.01%) in Palm Beach County. Decades of community and economic development activities have targeted the Glades, but have not resulted in the types or numbers of jobs necessary to bring stability and growth to the area.

In 2011, the Palm Beach County Board of County Commissioners applied for and was awarded a grant under USHUD's Community Challenge Grants. This program aims to reform and reduce barriers to achieving affordable, economically vital and sustainable communities. The funds are awarded to communities, large and small, to address local challenges to integrating transportation and housing. Such efforts may include amending or updating local master plans, zoning codes, and building codes to support private sector investment in mixed-use development, affordable housing and the re-use of older buildings. Other local efforts may include retrofitting main streets to provide safer routes for children and seniors, or preserving affordable housing and local businesses near new transit stations.

The County is using the funds to develop a master plan for the entirety of the Glades Region (GR). This will include the provision of more transportation choices and equitable/affordable housing, enhancement of economic competitiveness, existing communities support, policy coordination, investment leveraging and valuing communities and neighborhoods. The GR is widely recognized as one of the poorest areas in the State of Florida, experiencing pervasive economic, social and health problems. The GR lacks a major economic engine, resulting in high rates of unemployment, low incomes and high poverty rates. With a new plan for a privately financed major logistics center, the GR will create a master plan to take full advantage of this infusion of private capital investment. The plan will identify all the types and mix of land uses and attendant infrastructure needed to serve planned development/ redevelopment to ensure that its implementation will result in the achievement of the anticipated project benefits mentioned below.

Anticipated Project Benefits:

- Enhance economic competitiveness via the provision of a multimodal transportation system, resulting in reliable, timely access to employment centers, goods and other basic services to residents/employees while expanding business access to markets
- Leverage government investment with private equity/financing and in-kind resources from partner agencies

- Provide amenities, services and employment in an area which has existing, occupied affordable housing stock

Source: *portal.hud.gov*

PROJECT OBJECTIVES

To fulfill the objectives of the Glades Region Master Plan, PalmTran has requested the Center for Urban Transportation Research (CUTR) at the University of South Florida (USF) to conduct a Glades Region Master Transit Plan. This study will entail a system assessment of the Palm Tran existing fixed route(s) 40, 47 and 48 bus schedules in the Glades region. Utilizing Trapeze scheduling software to examine different scenarios, scheduling strategies such as peak/off peak travel times and schedule frequency will be tested to increase fixed route scheduling efficiency of the selected Glades routes and any proposed new route to serve the proposed Inland Logistics Center. The goals of the project in priority order are to provide a solution to serve the Inland Logistics Center with fixed route bus service that improves reliability, service efficiency, service effectiveness, and customer satisfaction.

This project is expected to produce the following outcomes/benefits:

- Additional and improved fixed-route bus service in the Glades Region for working commuters providing frequent and well-located access to employment centers.
- Connectivity between bus routes for ease of transfers and efficient travel patterns for riders through a transfer center with coordinated bus schedules.
- Provide customer convenience with bus stop amenities to include shelters, benches, and ADA accessible boarding/alighting areas.

PROJECT DESCRIPTION

The Palm Tran fixed-route scheduling system is currently operated on the Trapeze software platform with all-day fixed-time interval route schedules. The objective of this project is to assist Palm Tran in improving its scheduling on the selected Glades region routes and develop a new route to serve the Glades Inland Logistics Center. CUTR will carry out a planning activity to analyze and identify the requirements for providing additional public transportation services in the Glades region. In coordination with the area-wide master plan being developed through the 2011 HUD Community Challenge

Grant, CUTR and Palm Tran staff will participate in the design charrette and community/stakeholder outreach meetings to be held in the Glades. Planning efforts would specifically focus on: expanding existing bus service, new routes serving employment centers, incorporating the Inland Logistics Center, connectivity between bus routes, and establishing a transfer facility. Palm Tran will use the assistance of CUTR for the planning activity to evaluate, identify, and prepare the service plan proposal. CUTR will work under the coordination of the Palm Tran Planning Manager and with the interaction of the Senior Transit Planner.

PROJECT SCOPE OF WORK

Task 1 - New Service Proposal to Inland Logistics Center

CUTR shall develop a route proposal for new service to the Inland Logistics Center (ILC). In the event that there is more than one proposed location that is not yet finalized, CUTR will develop scenarios for each of the proposed locations with associated operational characteristics.

CUTR shall produce a detailed report stating specific routing and scheduling strategies to maximize the efficiency and effectiveness of the new route to serve the Inland Logistics Center for each proposed location.

CUTR's report shall quantify goals and benchmarks for the recommended actions that measure the effectiveness of implementing the approved routing and scheduling strategies in Palm Tran's Trapeze fixed route scheduling software. CUTR's report shall also justify how the recommended actions for the new Inland Logistics Center route will give the schedule more flexibility and improve overall scheduling system efficiency.

Trip #1: 2 people for approximately 3 days. Test service scenarios in Trapeze with PalmTran staff, attend partners meeting for presentation.

Timeframe to complete Task 1: 90 days

Deliverable: Tech Memo #1: New Service Proposal to Inland Logistics Center

Task 2 – Identification of Potential Transfer Locations

CUTR shall identify potential transfer facility locations for route connections. In conjunction with Task 2, if there is more than one proposed location for the ILC that is not yet finalized, CUTR will identify appropriate potential transfer locations for each proposed location.

CUTR shall produce a report identifying the optimal Glades Inland Logistics Center transfer facility locations for fixed route connections for each proposed location. CUTR

is expected to gather input for the report from Palm Tran and County staff and participate in design charrettes and community/stakeholder outreach meetings to be held in the Glades. CUTR understands that the partners to the grant have established the stakeholders and the partners will be responsible for the overall logistics of charrettes. CUTR will participate accordingly to present on the master transit plan study.

Trip #2: 2 people approximately 2 days. Field work to determine transfer facility locations, service modification implications, scheduling implications, and amenities for cost estimates

Trip #3: 2 people approximately 2 days. Attendance at design charrettes and community/stakeholder outreach meetings.

Timeframe to complete Task 2: 60 days

Deliverables: Tech Memo #2: Transfer Locations

Charrette and public outreach materials (powerpoint, maps, surveys, etc.)

Task 3 – Development of Cost Estimates

CUTR shall develop cost estimates for all route proposals for new service to the Inland Logistics Center.

CUTR shall produce a detailed report outlining the cost estimates for all proposed service additions and improvements. CUTR shall detail the fully allocated cost for the final recommended route and schedule proposed to serve the Inland Logistics Center.

Trip #4: 2 people approximately 2 days. Final presentations at PalmTran staff discretion.

Timeframe to complete Task 3: 90 days

Deliverables:

Draft Report

Final Report

Project Schedule

Task 1	New Service Proposal to Inland Logistics Center									
Task 2	Identification of Potential Transfer Locations									
Task 3	Development of Cost Estimates									
	Draft Report									
	Final Report									

Project Budget

1	CUTR Labor + Fringe:	\$29,116
2	Travel Expenses:	\$3,420
3	Other(Mail, Telephone, Production, etc.)	\$150
4	Sub-contracting:	\$0
5	Sub-Total:	\$32,686
6	USF 25% Indirect	\$8,171
7	Total (Lump-Sum):	\$40,857

Total Budget by Task (for invoicing purposes)

Task #	Phase	Task Description	Direct Labor	Indirect	Total Task
1	Third/Fourth	New Service Proposal to Inland Logistics Center	\$6,002.00	\$1,523.00	\$7,525.00
2	Fourth	Identification of Potential Transfer Locations	\$17,914.00	\$4,478.00	\$22,392.00
3	First	Develop Cost Estimates	\$8,680.00	\$2,170.00	\$10,850.00
		Subtotal	\$32,686.00	\$8,171.00	\$40,857.00

Project Staff

Rob Gregg, Transit Management Program Director, will serve as overall project director and will assist with activities throughout the project. Mr. Gregg has extensive experience in all aspects of public transportation with a heavy emphasis on intergovernmental partnership coordination, financial analysis, grant administration, market research and transportation planning.

Bill Morris, Senior Research Associate, will serve as project manager. Mr. Morris has 22 years of transit planning experience, and has been involved in public transportation planning in the State of Florida, including LYNX (Central Florida Regional Transportation Authority) and HARTline in Tampa. Mr. Morris' areas of expertise include strategic planning, service planning and network design.

Christopher P. DeAnnuntis, Senior Research Associate, has over 15 years of transportation planning experience, ten of which are specifically related to transit planning. He has monitored public transit system performance by developing service standards for the public transit agencies in Manatee, Sarasota and Volusia counties and the cities of Key West and Aventura.

Community Challenge Grant Application Area

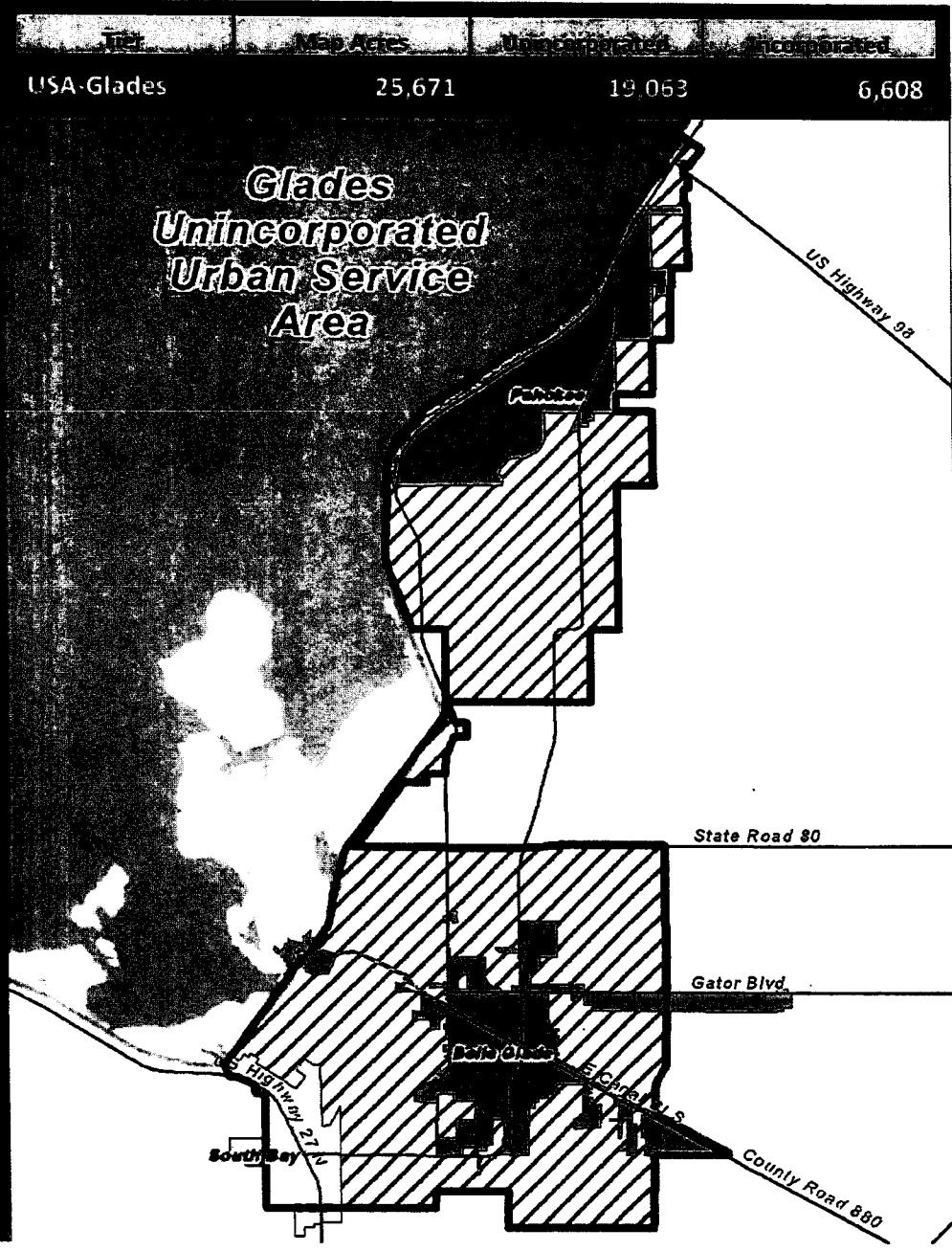


Exhibit D