

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 19, 2013

Consent

Regular

Ordinance

Public Hearing

Department: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Contract with Seagull Industries for the Disabled, Inc. in the amount of \$100,200, during the period October 1, 2013 through September 30, 2014.

Summary: This contract will provide partial reimbursement for the costs of transportation services being provided by Seagull Industries for the Disabled, Inc. for their transportation disadvantaged clients during FY 2014 (October 1, 2013 through September 30, 2014). Palm Tran has been providing this funding since June 1999, as most, if not all the customers served by Seagull would be eligible for Palm Tran Connection service. Seagull provides over 10,000 annual trips, serving over 20 individuals per month. Trip services include adult day training, medical appointments, employment and life sustaining functions. This funding is included in the approved Palm Tran FY 2013-2014 budget. Countywide (DR)

Background and Justification: For the previous 12 years Palm Beach County, in its role as the Community Transportation Coordinator, using a mix of State and County funding, has provided financial assistance to Seagull Industries for transportation of their disadvantaged clients to life sustaining services. As no State funding will be provided, we recommend execution of the subject contract.

Attachments:


1. Contract in the not to exceed amount of \$100,200 with Seagull Industries for the Disabled, Inc. (3 copies)

Recommended By: _____


Executive Director

Nov. 7, 2013
Date

Approved By: _____


Assistant County Administrator

11/18/13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures					
Operating Costs	\$100,200				
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$100,200				
No. ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5019
 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:
 [Signature] 11/18/2013 OFMB
 [Signature] 11/18/13 Contract Dev. and Control

B. Legal Sufficiency:
 [Signature] 11/18/13
 Assistant County Attorney

Seagull's new executive director has advised Palm Tran that Linda Moore was authorized to execute this agreement. Seagull is to submit a corporate resolution confirming this authority to Palm Tran. Legal review is subject to receipt of this documentation.

C. Other Department Review:

 Department Director

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

(Transportation 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 **Seagull Industries for the Disabled, Inc.** hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1879968.

Whereas, the AGENCY has been providing certain transportation services for its transportation disadvantaged clients and desires to continue such services during the 2014 Fiscal Year; and

Whereas, the COUNTY is willing to provide financial assistance to the AGENCY in order that they may continue this service;

In consideration of the mutual promises contained herein, the COUNTY and the AGENCY agree as follows:

ARTICLE 1 - SERVICES

The AGENCY agrees to provide services to residents of Palm Beach County as set forth in the Scope of Work and Services in Exhibit A. The AGENCY also agrees to provide deliverables and requirements, including reports, as specified in Exhibit C. No changes in the scope of work or services may be conducted without the written approval of the Palm Beach County's Palm Tran Department (the DEPARTMENT) and the amendment of this Contract approved by COUNTY's Board of County Commissioners as required herein or by law. The Agency acknowledges that it is a not for profit entity and is providing services within Palm Beach County and that its program is designed to meet the needs of Palm Beach County residents.

The COUNTY's representative/liaison during the performance of this Contract shall be Ron Jones, Director Palm Tran Connection, telephone number is 561-649-9848, extension 3638, or his designee.

The AGENCY's representative/liaison during the performance of this Contract is Alfred Eisinger, whose telephone number is 561-842-5814 or his designee.

ARTICLE 2 - SCHEDULE

The AGENCY shall commence services on October 1, 2013 and complete services on September 30, 2014.

The AGENCY will be responsible for providing Palm Tran Connection with a monthly summary, including a detailed schedule for each day, listing the clients that travel within a specified month.

Reports and other items shall be delivered or completed in accordance with Exhibit "A".

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY for services rendered under this Contract an amount not to exceed **\$100,200.00** for up to a total of **10,020** trips at a cost of \$10.00 per one way trip as further described in Exhibit B.. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" 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. The AGENCY will notify the COUNTY when 90% of the not to exceed amount has been reached.

The program and unit cost definitions for this contract year are set forth in Exhibit B.

All requests for payments of this Contract shall include the following:

1. An original cover memo on AGENCY letterhead signed by the Chief Executive Officer; and a
2. Properly completed and signed Monthly Invoice.

The AGENCY is obligated to provide the COUNTY with the properly completed requests for all funds paid relative to this Contract no later than October 31, 2014. Any amounts not billed by the aforementioned date shall remain the COUNTY's and the COUNTY shall have no further obligation with respect to such amounts or invoices for service.

Payment of invoices shall be contingent on timely receipt of all required reports. Invoices received from the AGENCY 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. Additional information regarding riders, trips and services will be immediately furnished upon COUNTY's request. Approved invoices will then be sent to Palm Tran's Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

Final invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY'S final/last billing to the COUNTY. This shall constitute AGENCY'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 AGENCY.

ARTICLE 4 - AVAILABILITY OF FUNDS

The obligations of the COUNTY under this Contract for the current or any subsequent fiscal year are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Palm Beach County.

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the AGENCY 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 AGENCY'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 AGENCYs. The COUNTY shall exercise its rights under this article within three (3) years following final payment.

ARTICLE 6 - INSURANCE

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract, insurance coverage's and limits (including endorsements), as described herein. AGENCY shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverage's. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. AGENCY shall provide coverage on a primary basis.
- D. **Additional Insured** The AGENCY shall endorse the COUNTY and Palm Tran, Inc. as additional Insured with a CG 2026. Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida and Palm Tran, Inc. and their respective officers, employees, volunteers and agents, c/o Palm Tran, Inc.". The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.

- E. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the COUNTY and Palm Tran, Inc., and their respective officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.
- G. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY and Palm Tran Inc. shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Certificate of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY's representative as identified in Article 1, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

**Palm Tran Connection
Attn: Ron Jones
3044 S Military Trail
Suite D
Lake Worth, FL 33463**

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify and hold harmless the COUNTY and Palm Tran Inc., and their respective officers, agents, employees and volunteers from and against all claims, liability, expense, loss, cost, damages and/or causes of action, including attorneys fees and costs, arising during, as a result of, or related in any manner to the performance of this Contract, the AGENCY's failure to perform the Contract, or due to the negligent, intentional or wrongful acts or omissions of the AGENCY or any of its officers, employees, agents or volunteers. The AGENCY shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY 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 AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

ARTICLE 9 - WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY 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.

The AGENCY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. The AGENCY 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.

The AGENCY further represents that it has, or will secure at its own expenses, all necessary personnel required to perform the services under this Contract, and that they shall be fully qualified and, if required, authorized, permitted and/or licensed under State and local law to perform such services. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

The AGENCY represents and warrants that it is governed by a Board, or other appropriate body, whose members have no monetary conflict of interest. Further, the members must also serve the AGENCY without compensation, and the composition of the governing body must reasonably reflect Palm Beach County and/or client demographics.

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY will have and comply with a policy that requires them to conduct a Level 1 or Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services or will be around children, the elderly and other vulnerable adult populations, prior to their start date. Level 2 Criminal Background Checks will be done within 30 days after start date for employees and volunteers as required. Live Scan Screening proof must be provided that shows the scan was completed prior to an employee's start date. All criminal background checks shall be done at the expense of the AGENCY.

ARTICLE 10 - 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 AGENCY. The AGENCY shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual

obligations with the COUNTY, nor is the AGENCY authorized to use the COUNTY's Tax Exemption Number in securing such materials.

The AGENCY 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 11 - NONDISCRIMINATION

The AGENCY warrants and represents that all of its employees, applicants for employment and clients are and will be treated equally without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression and that it will comply with all state, federal and local laws prohibiting discrimination. AGENCY acknowledges that compliance with the requirements of this article constitutes a condition of continued receipt of the continuation of this Contract.

ARTICLE 12 - 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 employee, official, officer, servant, volunteer 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. or AGENCY, except as expressly provided in this Contract.

ARTICLE 13 - AGENCY'S PROGRAMMATIC REQUIREMENTS

The AGENCY agrees to specific programmatic requirements, including but not limited to, the following:

- A. Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain and make records available in accordance with the Public Records Law, Chapter 119, Florida Statutes.
- C. No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D. To allow COUNTY to both fiscally and programmatically monitor AGENCY to assure that its fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A and unit cost delivery of services, Exhibit B are adhered to. All contracted programs/services will be reviewed at least yearly and possibly twice-yearly.

Outcomes will be reviewed on a quarterly basis. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY and/or Palm Tran shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.

E. Reimburse funds to COUNTY that are deemed misused or misspent.

Copies of the required COUNTY forms for the TDAOR report are included in Exhibit A and have been supplied to the AGENCY.

ARTICLE 14 – ACCESS AND AUDIT REQUIREMENTS

The AGENCY shall maintain, in Palm Beach County, 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. If an inquiry, investigation, audit, or litigation has been initiated that has not been resolved at the time of the Contract's completion or termination, the AGENCY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit, or litigation. The COUNTY, Palm Tran, Inc., representatives of the Commission for the Transportation Disadvantaged and other authorized representatives of the State of Florida 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 and at the AGENCY's place of business.

Palm Beach County has established the Office of the Inspector General in Palm Beach County in accordance with Sections 2-241 through 2-440 of the Palm Beach County Code, as they may be amended. The Inspector General is authorized and empowered to review past, present and proposed COUNTY contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and to audit, investigate, monitor, and inspect the activities of the AGENCY, 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 interference or impeding any investigation shall be in violation of Palm Beach County Code Sections 2-421 through 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 15 - CONFLICT OF INTEREST

The AGENCY 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. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services.

The AGENCY 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 AGENCY's judgment 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 AGENCY 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 AGENCY. The COUNTY agrees to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY 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 AGENCY under the terms of this Contract.

ARTICLE 16 - DRUG-FREE WORKPLACE

The AGENCY shall implement and maintain a drug-free workplace program of at least, the following items:

- A.** AGENCY's vehicles shall be operated only by safe, careful and legally qualified drivers having a proper license. All drivers will have and maintain a commercial driver's license and any other license or certification required by any law, rule or regulation relating, in any manner, to the operation of its vehicles and the provision of services. If required by law or COUNTY, AGENCY shall develop and implement a drug and alcohol testing program that is fully compliant with 49 C.F.R. Parts 40 and 655, as they may be amended or replaced from time to time and all applicable local, state and federal laws and rules, regulations. All drivers shall be selected, employed, controlled and paid by the AGENCY, and conclusively presumed to be the employees of the AGENCY. The parties agree that no liability shall inure to either the COUNTY or PALM TRAN, INC. as a result of any act or omission of AGENCY, its drivers, employees, servants or agents.
- B.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- C.** Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- D.** Give each employee engaged in providing the services under this Contract a copy of the statement specified in paragraph B of Article 16.
- E.** In the statement specified in Article 16, Paragraph B, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.

- F. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- G. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

ARTICLE 17 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees where they can file any complaints of ADA violations directly with the Equal Employment Opportunity Commission (EEOC), One Northeast First Street, Sixth Floor, Miami, Florida 33132.

AGENCY shall insure that its vehicles, ingress and egress points and facilities are accessible to the disabled, and that they are operated, equipped, and maintained in conformity with the Americans with Disabilities Act of 1990 (ADA), as it may be amended from time to time, and all federal rules and regulations implementing the Act. AGENCY shall indemnify and hold harmless, to the fullest extent of the law, COUNTY and PALM TRAN, INC. from and against any and all liability which may or shall inure to COUNTY and/or PALM TRAN, INC., as a result of any act or acts of AGENCY or its officers, employees, servants, agents or subcontractors.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

The AGENCY 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. 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 AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY 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.

ARTICLE 19 - CONTINGENT FEES

The AGENCY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the AGENCY 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 AGENCY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 20 - SUBCONTRACTING

The COUNTY does not allow subcontracting by the AGENCY for services under this contract.

ARTICLE 21 - PUBLIC ENTITY CRIMES AND DISCRIMINATORY VENDORS

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, the AGENCY 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).

AGENCY hereby certifies that it has not been placed on Florida's Department of Management Services' Discriminatory Vendor List as provided under Section 287.134, F.S.

ARTICLE 22 - EXCUSABLE DELAYS

The AGENCY shall not be considered in default by reason of failure in performance if such failure arises out of causes reasonably beyond the control of the AGENCY and without its 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 AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without its fault or negligence, the contract schedule and/or any other affected provisions 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 23 - ARREARS

The AGENCY 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 AGENCY further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 24 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The AGENCY 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.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

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 Codes 2-421 through 2-440, as they may be amended.

ARTICLE 25 - TERMINATION

This Contract may be terminated by the AGENCY 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 AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, immediately upon written notice to the AGENCY. Unless the AGENCY is in breach of this contract, the AGENCY 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 AGENCY 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 terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.

Submit an invoice for final payment on the terminated portion of the contract within thirty (30) days of the termination date.

ARTICLE 26 - 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 27 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the AGENCY of the COUNTY's

notification of a contemplated change, the AGENCY 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 AGENCY's ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the AGENCY 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 AGENCY shall not commence work on any such change until such written amendment is signed by the AGENCY and approved and executed on behalf of Palm Beach County.

ARTICLE 28 - NOTICES

All notices required under this Contract shall be sent by U. S. Mail, postage prepaid, and if sent to the COUNTY shall be mailed to:

Charles Cohen - Executive Director Palm Tran
3201 Electronics Way
West Palm Beach, Florida 33407

And, if sent to the AGENCY shall be mailed to:

Alfred N. Eisinger, Executive Director
Seagull Industries for the Disabled, Inc.
3879 West Industrial Way
Riviera Beach, Florida 33404

ARTICLE 29 - STANDARDS OF CONDUCT FOR EMPLOYEES

The AGENCY must establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, the Agency must have written policy guidelines on conflicts of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interest, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official. For the requirements of code of conduct applicable to procurement under grants, see the procurement standards prescribed by 45 CFR Part 74, Subpart P and 45 CFR Part 92.36.

The rules of conduct must contain a provision for prompt notification of violations to a responsible AGENCY official and must specify the type of administrative action that may be taken against an individual for violations. Administrative actions, which would be in addition to any legal penalty(ies), may include oral admonishment, written reprimand, reassignment,

demotion, suspension, or separation. Suspension or separation of a key official must be reported promptly to the COUNTY.

A copy of the rules of conduct must be given to each officer, employee, board member, and consultant of the AGENCY and the rules must be enforced to the extent permissible under State and local law or to the extent to which the AGENCY determines it has legal and practical enforcement capacity.

The rules need not be formally submitted to and approved by the COUNTY; however, they must be made available for a review upon request, for example, during a site visit.

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the AGENCY both further 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.

ARTICLE 31 - SCRUTINIZED COMPANIES

In accordance with the requirements of Section 287.135, F.S., by entering into this Contract or performing any work in furtherance hereof, the AGENCY 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 Section 215.473, F.S.

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

ARTICLE 32 - NO THIRD PARTY BENEFICIARIES

The parties acknowledge that this Contract is not intended to be a third party beneficiary contract and confers no rights on anyone other than the COUNTY, AGENCY or Palm Tran, Inc., notwithstanding anything contained in this Contract.

ARTICLE 33 - CRIMINAL HISTORY RECORDS CHECK

AGENCY shall comply with the provisions of Palm Beach County Ordinance No. 2003-030, the Criminal History Records Check Ordinance (Ordinance), if AGENCY's employees or personnel are required under this Contract to enter a critical facility as identified in Palm Beach County Resolution No. R-2003-1274. AGENCY acknowledges and agrees that all employees or personnel who are to enter a critical facility will be subject to a fingerprint based criminal history records check, at its cost and expense. AGENCY shall be solely responsible for the financial, schedule, and staffing implications associated in complying with the Ordinance.

ARTICLE 34 – E-VERIFY

The COUNTY has agreements with the Florida Department of Transportation (including the Commission for Transportation Disadvantaged) (referred to herein as "FDOT") which require the COUNTY to agree and assure FDOT that the U.S. Department of Homeland Security's E-Verify System (System) will be used to verify the employment eligibility of AGENCY's employees and the employees of AGENCY's subcontractors. Accordingly, AGENCY agrees that it will utilize the System, in accordance with law and the regulations applicable to the System, to verify the employment eligibility of its employees and that it will require any subcontractor used in the performance of the Contract to verify the employment eligibility of its employees. AGENCY shall provide evidence that it and its subcontractors have so verified the employment eligibility of all employees to the COUNTY and FDOT on forms and in the manner required by the COUNTY.

AGENCY acknowledges that COUNTY has received and will seek funds from FDOT, and that such funds may be used to pay AGENCY for the services it provides under this Contract. AGENCY further acknowledges that FDOT has advised recipients of FDOT funds that it will consider a contractor's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. AGENCY affirms to the COUNTY that it will not employ unauthorized aliens or take any other act which may cause the COUNTY to be in violation of any term or condition of any agreement between the COUNTY and FDOT.

ARTICLE 35 – NATIONAL TRANSIT DATABASE AND ANNUAL OPERATING REPORTS

The CONTRACTOR is required to provide data to assist Palm Tran in compiling and completing required monthly, quarterly and annual reports. Specific reports for which the CONTRACTOR shall be required to provide information and assistance shall include, but are not limited to:

1. National Transit Database (NTD) report: A template will be provided and the completed report will be due by the 15th of each month for the prior month's data.
2. Transportation Disadvantaged Annual Operating Report (TDAOR): A template will be provided and the completed report will be due by the 15th of each quarter for the prior quarter's data.

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 AGENCY has hereunto set his/her hand the day and year above written.

ATTEST:

Sharon R. Bock, Clerk & Comptroller

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

BY: _____
Clerk & Comptroller

BY: _____
Steven L Abrams, Mayor

WITNESS:

Judith K. Eisinger
Signature

AGENCY:

Seagull Industries for the Disabled
AGENCY's Name Typed

Judith K. Eisinger
Name Typed

BY *Alfred N. Eisinger*
Signature

59-1879968
AGENCY's Federal ID Number

Alfred N. Eisinger
AGENCY's Signatory Name Typed

Executive Director
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

County Attorney

By: *[Signature]*
Charles Cohen, Executive Director
Palm Tran

EXHIBIT A

**SCOPE OF WORK & SERVICE UNITS
2013 FINANCIAL ASSISTANCE CONTRACT**

Agency Name: Seagull Industries for the Disabled, Inc.

3879 West Industrial Way
Riviera Beach, FL 33404

Alfred Eisinger, Executive Director
Shane Ramsaroop, Staff Accountant

Provide one-way trips for disabled and transportation disadvantaged individuals. Trips are performed either on an individual basis or organized by group for those clients traveling to the same destination point at pre-arranged time. Service is available Monday through Friday and provided for residents and clients living in Palm Beach County. Trips are provided to medical appointments and facilities, pharmacists, meal sites, grocery stores, adult day care, senior citizen centers and other locations based on driver and vehicle availability as well as program funding.

The monthly billing and detail forms are included as part of Exhibit A.

The Transportation Disadvantaged Annual Operating Report (TDAOR) is required to be submitted on a quarterly basis. An example of the form is included as part of Exhibit A.

The National Transit Database (NTD) report is required to be submitted on a monthly basis. An example of the form is included as part of Exhibit A.

Billing Form:

Seagull Industries for the Disabled, Inc.

3879 W. Industrial Way
Riviera Beach, FL 33404

Invoice

Date	Invoice #
3/31/2012	7846

Bill To Palm Tran 3040 S Military Trail, Suite C Lake Worth, FL 33463

		P.O. No.	Terms	Project
Quantity	Description	Rate		Amount
835	Monthly Contract - March 2012	10.00		8,350.00
			Total	\$8,350.00

Billing Form:

Palm Tran Connection
Monthly Invoice

OPERATOR NAME: SEAGULL INDUSTRIES FOR THE DISABLED, INC. Invoice Example

INVOICING PERIOD: month of

RIDER NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTALS
	2	2			2	2	2	1	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		41
	2	2			1	2	2	2	2			1	2	2	2				2	2	2	2	2			2	2	2	2	2		40
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			1	2	2	2				2	2	2	2	2			2	2	2	2	2		41
	2	0			0	2	2	2	2			0	2	2	2				2	2	2	2	2			2	2	2	2	2		39
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	1			1	2	2	2	2			2	2	2	1				1	2	2	2	2			2	2	2	2	2		38
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			2	2	2	2				0	0	0	0	0			2	2	2	2	2		32
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			2	2	2	2				2	0	2	2	2			2	2	2	2	2		40
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	0	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	1	2	2	2		38
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		42
	2	2			2	2	2	2	2			2	2	1	1				2	2	2	2	2			2	2	2	2	2		40
	2	2			2	2	0	2	2			2	2	0	2				2	2	0	2	2			2	2	0	2	2		34
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2			2	2	2	2	2		34
TOTALS	40	39	0	0	38	42	40	41	42	0	0	38	42	39	40	0	0	0	39	38	38	40	40	0	0	42	39	38	40	40	0	835

Reviewed By: _____ Date: _____
Approved By: _____ Date: _____

TDAOR:

Agency Name:		Name:				1
Contact Name & Phone Number		(Only Applies to Vehicles obtained via State Grant)				
Pg 1	Ridership/Trips	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
	-Ambulatory	-	-	-	-	-
	-Non Ambulatory	-	-	-	-	-
	-Stretcher	-	-	-	-	-
	Total	-	-	-	-	-
One Way Trips By Funding Source		(Note: Funding Source Trips must be accompanied by corresponding REVENUE \$)				
	-Transportation Disadvantaged	-	-	-	-	-
	-Florida Dept of Transportation	-	-	-	-	-
	-Dept Of Children and Families	-	-	-	-	-
	-Agency for Persons w/Disabilities	-	-	-	-	-
	-Agency for Health Care Admin	-	-	-	-	-
	-Agency for Workforce Innovations	-	-	-	-	-
	-Department Of Health	-	-	-	-	-
	-Department Of Education	-	-	-	-	-
	-Department Of Elder Affairs	-	-	-	-	-
	-Department of Community Affairs	-	-	-	-	-
	-Department of Juvenile Affairs	-	-	-	-	-
	-Other Federal Programs	-	-	-	-	-
	-Local Government	-	-	-	-	-
	-Local Non-Government	-	-	-	-	-
	Total Trips	-	-	-	-	-
Unduplicated Passenger Trip Count						
	-Paratransit	-	-	-	-	-
	Total	-	-	-	-	-
Number Of Unmet Trip Requests						
	-Unmet Medical	-	-	-	-	-
	-Unmet Employment	-	-	-	-	-
	-Unmet Education/Training/Daycare	-	-	-	-	-
	-Unmet Nutritional	-	-	-	-	-
	-Unmet Life-Sustaining/Other	-	-	-	-	-
	Total	-	-	-	-	-
No Shows		-	-	-	-	-
Complaints						
	-Complaints by Service	-	-	-	-	-
	-Complaints by Policy	-	-	-	-	-
	-Complaints by Vehicle	-	-	-	-	-
	-Complaints by Other	-	-	-	-	-
	Total	-	-	-	-	-
Commendations						
	-Commendations by Coord-Contracts	-	-	-	-	-
	Total	-	-	-	-	-

Agency Name:		Name:				1
Contact Name & Phone Number		(Only Applies to Vehicles obtained via State Grant)				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Pg 1	Ridership/Trips					
Pg 2	Mileage Information - Vehicle					
	-Transportation Operators					
	-Coordination Contractors	-	-	-	-	-
	-School Bus					
	Total	-	-	-	-	-
	Mileage Information - Revenue					
	-Transportation Operators					
	-Coordination Contractors	-	-	-	-	-
	- School Bus					
	Total	-	-	-	-	-
	Road Calls	-	-	-	-	-
	Accidents - Chargeable					
	-Total Accidents Person Only	-	-	-	-	-
	-Total Accidents Vehicle Only	-	-	-	-	-
	-Total Accidents Person & Vehicle	-	-	-	-	-
	Total	-	-	-	-	-
	Accidents - Non Chargeable					
	-Total Accidents Person Only	-	-	-	-	-
	-Total Accidents Vehicle Only	-	-	-	-	-
	-Total Accidents Person & Vehicle	-	-	-	-	-
	Total	-	-	-	-	-
	Total Number Of Vehicles					
	-Total Vehicles	-	-	-	-	-
	-Total Vehicles - WC Accessible	-	-	-	-	-
	-Total Vehicles - Stretcher Equiped	-	-	-	-	-
	-Total Vehicles - Other	-	-	-	-	-

Agency Name:		Name:				1
Contact Name & Phone Number		(Only Applies to Vehicles obtained via State Grant)				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	Full Year
Pa 1	Ridership/Trips					
Department of Children & Families						
	-Alcohol, Drug Abuse & Mental Hth	-	-	-	-	-
	-Family Safety & Preservation	-	-	-	-	-
	-Other	-	-	-	-	-
	Sub-Total	-	-	-	-	-
Agency for Persons w/Disabilities						
	-Community Care & Aging	-	-	-	-	-
	-Development Services	-	-	-	-	-
	-Children Medical Services	-	-	-	-	-
	-Office of Disability Deter.	-	-	-	-	-
	-County Public Health	-	-	-	-	-
	-Other	-	-	-	-	-
	Sub-Total	-	-	-	-	-
Department of Education						
	-Carl Perkins Vocational Ed Act	-	-	-	-	-
	-Division of Blind Services	-	-	-	-	-
	-Vocational Rehabilitation	-	-	-	-	-
	-Day Care Programs	-	-	-	-	-
	-Other	-	-	-	-	-
	Sub-Total	-	-	-	-	-
Department of Elder Affairs						
	-Older American Act	-	-	-	-	-
	-Community Care for the Elderly	-	-	-	-	-
	-Other	-	-	-	-	-
	Sub-Total	-	-	-	-	-
Department of Community Affairs						
		-	-	-	-	-
Agency for Workforce Innovation						
	-WAGES/Workforce Board	-	-	-	-	-
	-Other	-	-	-	-	-
	Sub-Total	-	-	-	-	-
Department of Juvenile Justice						
		-	-	-	-	-
Other Federal Programs						
	-Other	-	-	-	-	-
	Sub-Total	-	-	-	-	-
	Total	-	-	-	-	-

Agency Name:		Name:				1
Contact Name & Phone Number		(Only Applies to Vehicles obtained via State Grant)				
		Qtr 1	Qtr 2	Qtr 3	Qtr 4	
Pg 1	Ridership/Trips					Full Year

Pg 5	2. Expense Categories				
-Labor (501)					
-Fringe Benefits (602)					
-Services (503)					
-Materials & Supplies (504)					
-Utilities (505)					
-Casualty and Liability (506)					
-Taxes (507)					
-Purchased Transp. Svc (508)					
-Bus Pass Expenses					
-Other					
-Miscellaneous (509)					
-Interest (511)					
-Leases & Rentals (512)					
-Annual Depreciation (513)					
-Contributed Services (530)					
-Allocated Indirect Expenses					
Total	-	-	-	-	-

NTD:

SEAGULL INDUSTRIES FOR THE DISABLED NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.													
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
DESCRIPTION e.g. Private for profit													
CAPITAL FUNDING Did your entity use Federal or State Funds to purchase Capital Items (usually over \$1,000) to be used in conjunction with your transportation service? YES or NO													
OPERATING FUNDING													
Transportation Fares, NOT INCLUDING Tickets													0
Auxiliary Transportation Funding / Other (Explain)													0
Federal Funding													0
State Funding													0
LOCAL FUNDING													
SOURCE: Public (incl. Tickets)													
TOTAL REVENUES	0	0	0	0	0	0	0	0	0	0	0	0	0
EXPENDITURES MUST EQUAL REVENUES													
FARE REVENUE PER PASSENGER TRIP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TRANSIT EXPENSES													
Vehicle Operations													0
Vehicle Maintenance													0
Non-Vehicle Maintenance													0
General Administration													0
TOTAL EXPENSES	0	0	0	0	0	0	0	0	0	0	0	0	0
EXPENDITURES MUST EQUAL REVENUES													

SEAGULL INDUSTRIES FOR THE DISABLED NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.													
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
EXPENSE PER PASSENGER TRIP	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
REVENUE VEHICLE MAINTENANCE & ENERGY													
Number of Maintenance Facilities:													
OWNED OR LEASED?:													
TRANSIT SAFETY AND SECURITY SEE NTD EXHIBIT 4 -- REPORTING THRESHOLDS FOR SAFETY AND SECURITY INCIDENTS													
Number of Injuries or Fatalities													0
Number of Accidents or Incidents													0
Transit Property Damage (\$)													0
Non-Arson Fires													0
Violent or Non-Violent Crimes, Disturbances													0
An Evacuation Due to Life Safety Reasons													0
Number of (Full Time Equivalent) Security Personnel													0
TRANSIT AGENCY SERVICE													
# of Vehicles Operated in Maximum Service													
# of Vehicles Available for Maximum Service													
AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	0
TIME SERVICE BEGINS: (IN MILITARY TIME, INC. DEADHEAD)													
Average Typical Weekday													
Average Typical Saturday													
Average Typical Sunday													
TIME SERVICE ENDS: (IN MILITARY TIME, INC. DEADHEAD)													
Average Typical Weekday													

SEAGULL INDUSTRIES FOR THE DISABLED													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.													
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
Average Typical Saturday													
Average Typical Sunday													
# OF VEHICLES IN OPERATION													
Average Typical Weekday													
Average Typical Saturday													
Average Typical Sunday													
Do you have any Peak Service? YES or NO													
AVERAGE TRIPS PER VEHICLE (WEEKDAYS)	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ACTUAL VEHICLE MILES (REVENUE & DEADHEAD):													
Weekday Total, for the Month													0
Saturday Total, for the Month													0
Sunday Total, for the Month													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
AVERAGE HOURS PER VEHICLE OP IN MAX SERVICE	0	0	0	0	0	0	0	0	0	0	0	0	0
ACTUAL VEHICLE HOURS (REVENUE & DEADHEAD)													
Weekday Total, for the Month													0
Saturday Total, for the Month													0
Sunday Total, for the Month													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
AVERAGE DEAD-HEAD MILES PER DEAD-HEAD HOUR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
ACTUAL VEHICLE REVENUE MILES													
Weekday Total, for the Month													0
Saturday Total, for the Month													0
Sunday Total, for the Month													0

SEAGULL INDUSTRIES FOR THE DISABLED													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.													
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
RATIO OF REVENUE MILES TO TOTAL MILES	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
ACTUAL VEHICLE REVENUE HOURS													
Weekday Total, for the Month													0
Saturday Total, for the Month													0
Sunday Total, for the Month													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
AVERAGE REVENUE MILES PER REVENUE HOUR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
RATIO OF REVENUE HOURS TO TOTAL HOURS	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Charter Service Hours													0
School Bus Hours													0
UNLINKED PSGR TRIPS (PASSENGERS BOARDED)													
Weekday Total, for the Month													0
Saturday Total, for the Month													0
Sunday Total, for the Month													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
UNLINKED AVERAGE WEEKDAY PASSENGER TRIPS PER REVENUE HOUR	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
PASSENGER MILES													
Weekday Total, for the Month													0
Saturday Total, for the Month													0
Sunday Total, for the Month													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0

SEAGULL INDUSTRIES FOR THE DISABLED													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.													
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
AVERAGE PASSENGER MILES PER PASSENGER TRIP	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
# OF DAYS SCHEDULES OPERATED													
Weekdays													0
Saturdays													0
Sundays													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL VEHICLE MILES PER DAY (WEEKDAY)	0	0	0	0	0	0	0	0	0	0	0	0	0
Dates Not Operated Due to Strikes													0
Dates Not Operated Due to Officially declared Emergencies													0
MECHANICAL SYSTEM FAILURES (ROAD CALLS)													
MAJOR SYSTEM FAILURES													
Engines													0
Transmissions													0
Brakes													0
Electrical System													0
Steering / Wheel & Tires													0
Doors													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
NON-MAJOR SYSTEMS FAILURES													
Fareboxes													0
Hoisting													0
Ventilation													0
Air Conditioning													0
Wheelchair Lifts													0

SEAGULL INDUSTRIES FOR THE DISABLED													
NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG													
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2013													
DO NOT DELETE FORMULAS. ENTER DATA ONLY FOR PURPLE SHADED TOPICS. REVIEW KEY INDICATORS (GREEN SHADED) BEFORE SUBMITTING.													
	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
Other													0
MONTHLY TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL SYSTEM FAILURES	0	0	0	0	0	0	0	0	0	0	0	0	0
FUEL CONSUMPTION (IN GALLONS)													
Diesel													0
Gasoline													0
TOTAL FUEL CONSUMPTION (IN GALLONS)	0	0	0	0	0	0	0	0	0	0	0	0	0

**EXHIBIT B
SERVICE/PROGRAM TO BE PROVIDED FY 2013
OTHER COUNTY SPONSORED CONTRACT**

Agency: Seagull Industries for the Disabled, Inc.

Program Name and Definition of Unit of Service	Unit Cost	Total Cost Of Service
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Service/Program: Transportation

A one-way trip for disabled, transportation disadvantaged elderly person. Trips are group trips that are scheduled by area of residence and point of destination. Service is available Monday through Friday, for those residents located in Palm Beach County. Trips are provided to medical appointments and facilities, meal sites and grocery stores, adult day care, senior centers and other locations based on driver and vehicle availability as well as program funding.

One way Trip	\$10.00	
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EXHIBIT C

DELIVERABLES AND REQUIREMENTS 2013 FINANCIAL ASSISTANCE CONTRACT

1. Every three (3) months, Contractor will submit to Palm Tran Connection a Quarterly Year to Date Operating Report (from the Annual Operating Report) detailing demographic, vehicle inventory, operational and financial data regarding coordination activities in the designated service area. The report shall be prepared on forms provided by Palm Tran Connection an example of the report is in Exhibit A.
2. The Agency/Operator shall permit Palm Tran Connection to inspect all work, materials, payrolls, records, drivers' manifests, capital equipment; and to audit the books, records and accounts pertaining to its performance of this Contract at all reasonable times including after expiration of the Contract.
3. Retain all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of five (5) years after termination of this Agreement at a facility located within Palm Beach County. If an audit has been initiated and audit findings have not been resolved at the end of the five (5) years, the records shall be retained until resolution of the audit findings.
4. Comply with Safety Requirements by:
 - a. Complying with Rule 14-90, F.A.C., concerning System Safety.
 - b. Drug and alcohol testing for safety sensitive job positions within the coordinated system regarding pre-employment, randomization, post-accident, and reasonable suspicion.
 - c. Complying with Contractor's System Safety Program Plan (SSPP) for designated service area.
 - d. The Americans with Disabilities Act of 1990, as it may be amended from time to time, and it's implementing regulations, as they may be amended from time to time.
 - e. Vehicles/equipment will meet or exceed and be in compliance with all Federal, State and Local requirements
 - f. And, all other laws, rules and regulations applicable to the activities of the Agency/Operator.
5. Driver Requirements: The Agency/Operator must ensure that all drivers utilized on this project meet all of the following requirements:
 - a. The driver must have a Class E or (where applicable) CDL Class B with Passenger Endorsement license to carry passengers.
 - b. All drivers must undergo a Level 2 background screening as required by Section 430.0402, F.S. and described in Section 435.04, F.S.
 - c. Each driver must undergo a commercial and personal driving record check with the Department of Highway Safety and Motor Vehicles.
 - d. Drivers must pass a pre-employment physical and drug test in accordance with requirements. Drivers and all other employees performing safety – sensitive

function(s) shall satisfy the requirements of the CTC Drug and Alcohol Testing Program.

- e. Drivers must be physically able to perform all duties which are essential to the transportation of passengers with disabilities, including, but not limited to:
 - i. Assisting passengers in getting to, on, off and from the paratransit vehicles.
 - ii. Safely securing mobility devices within the paratransit vehicle.
 - iii. Assisting passengers with the carrying of small packages - up to thirty-five (35) pounds onto and off of the vehicle.
 - iv. Drivers are prohibited from lifting or carrying passengers or their children.
6. Prior to transporting riders under the Transportation Disadvantaged Program, drivers shall successfully complete Contractor conducted training specific to the needs of the agency.
7. Any accident involving a vehicle performing work under this Contract must be reported to Palm Tran Connection. Accidents involving a fatality or fatalities must be reported not more than 24 hours after the accident occurs. Any other accident, those not involving a fatality or fatalities, with over \$1,000 in property damages, must be reported not more than 72 hours after the accident occurs.
8. Contractor must have on-site and readily available their following policies: Drug/Alcohol, System Safety Program Plan, Security Program Plan, Driver Training Program, and Fleet Maintenance Program.

**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
09/10/2013

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

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

PRODUCER Gulfstream Insurance Group Inc P.O. Box 8908 Fort Lauderdale, FL 33310-8908 David Arch	Phone: 954-561-2220 Fax: 954-566-0673	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Seagull Industries for the Disabled, Inc. 3879 Byron Drive West Palm Beach, FL 33404	INSURER A : Philadelphia Indemnity Ins Co		
	INSURER B : Star Insurance Company		
	INSURER C : National Union Fire Ins. Co.		
	INSURER D :		
	INSURER E :		
	INSURER F :		

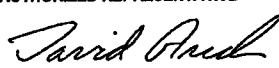
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	PHPK987140	03/01/2013	03/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Prof Liab					PERSONAL & ADV INJURY \$ 1,000,000
A	<input checked="" type="checkbox"/> Emp Ben-Clms Md		PHPK987140 / LMT=\$1MIL	03/01/2013	03/01/2014	GENERAL AGGREGATE \$ 3,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 3,000,000
						Prof Liab \$ \$1mil/\$3mil
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		PHPK987140	03/01/2013	03/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident) \$
						C/C ded \$ \$1,000 each
						EACH OCCURRENCE \$
						AGGREGATE \$
						\$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	WC041421208	07/15/2013	07/15/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000
A	<input checked="" type="checkbox"/> D&O/EPL/Fiduciary		PHSD814342	03/01/2013	03/01/2014	D&O/EPL 1,000,000
C	<input checked="" type="checkbox"/> Vol Accident Pol		SRG0009133583	03/22/2013	03/22/2014	Accident 100,000

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

Palm Tran, Inc. and Palm Beach County Board of County Commissioners are additionally insured as pertains to the General Liability only with regards to operations named insured with respect to funding as per written contract.

CERTIFICATE HOLDER PALMB16 Palm Beach County Board of Commissioners c/o Palm Tran, Inc. 3040 S. Military Trail, Ste D Lake Worth, FL 33463	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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