

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>\$1.6 Million</u>	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$1.6 Million</u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____

Budget Account No: Fund 1340 Dept 540 Unit 5003 Object 4905
 Program Code: N/A Program Year: 2014

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

Palm Tran's budget will be reviewed and adjusted if needed during the year end agenda item (Nov 2014).

C. Departmental Fiscal Review: John Murphy, Finance Manager

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Signature] 1/8/2014
 OFMB [Signature] 1/8/14
Barbara Wheeler 1-9-14
 for Contract Development and Control

B. Legal Sufficiency:

[Signature] 1/10/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

**Summary of Proposed Changes to Contract for Paratransit Services
(Contract No. 11-097R1SC)**

Items with an asterisk () were incorporated in Amendment No. 1 which were presented to the BCC on April 23, 2013.

Article 1 – Services

1. Incorporates language addressing conflicting language between the Contract and the Settlement Agreement.
2. Changes Contractor's representative to Richard Gonzalez

Article 2 – Order of Procedure

1. Incorporates language addressing conflicting language between the Contract and the Settlement Agreement

Article 3 – Schedule

1. Changes the contract completion date from August 12, 2017 to January 31, 2015

Article 4 – Payments to Contractor

1. Reduces the not to exceed Contract amount from \$90,246,070.12 to \$49,500,000
2. Increases the non-dedicated service mileage to \$2.15
3. Establishes the requirement that 20% of the increased amount to be paid to Contractor for non-dedicated Services shall be paid equally, on a weekly basis, to the DBE contractors
4. Memorializes the current payment plan to Contractor for services performed under the Contract

Article 7 – Contractor Minimum Standards

1. *Clarifies the 45% DBE participation requirement
2. Deletes the requirement for a 15% spare ratio for dedicated service
3. Requires Contractor to remove vehicles with more than 350,000 miles from service
4. Deletes the requirement to install Smart Technology and Smart Card Technology
5. Deletes the requirement to install padding on wheelchair lift assemblies or ramps
6. *Clarifies requirements for ASE certification

Article 10 – Termination

1. Deletes County's ability to terminate for convenience

Article 21 – Liquidated Damages

1. Incorporates language to immediately waive liquidated damages in excess of \$1,000,000
2. Incorporates language to hold in abeyance \$1,000,000 until January 31, 2015 and release, provided Contractor maintains an average on-time performance of 91%
3. Incorporates language requiring that liquidated damages will continue to be assessed and collected from the effective date of the Settlement Agreement through January 31, 2015

Article 22 – Excusable Delays

1. Adds language that Contractor will not be considered in default due to scheduling failures by County

Article 32 – Federal Assistance and Federally Required Provisions

1. Clarifies how the increase in mileage rate for non-dedicated service is applied to the required DBE percentage
2. *Clarifies how the DBE participation goal is calculated to comply with 49 CFR Part 26
3. Eliminates the ability for the County to terminate for convenience

Article 33 – Modifications of Work

1. Incorporates language requiring the County to provide thirty (30) days notice to make changes to Scope of Work
2. Eliminates the requirement that all vehicles used to provide dedicated service shall be solely used for Palm Tran Connection
3. Eliminates the requirement that the Contractor shall schedule all non-dedicated trips
4. Increases the mileage rate to \$2.15 for non-dedicated service

Exhibit A – Scope of Work/Services to Contract No. 11-097R1SC

Paragraph No. 1 – Services

1. Eliminates the requirement that all vehicles shall be dedicated solely for use by Connection
2. Eliminates the requirement that the Contractor shall schedule all non-dedicated trips

3. Increases the mileage rate to \$2.15/mile for non-dedicated services

Paragraph No. 6 – On-Time Performance

1. *Redefines a missed trip to be when the vehicle arrives 60 minutes (15 minute increase) after the close of pick up window or 60 minutes (30 minute increase) after the appointment time .

Paragraph No. 18 – Scheduling

1. *Incorporates the requirement that County will schedule all service
2. *Adds the requirement that Contractor will pay the County \$60,008 annually for the scheduling of all services

Paragraph 27 – Vehicle Types

1. Eliminates the ability for the Palm Tran Executive Director to change vehicle composition

Paragraph 28 – Vehicle Standards

1. Eliminates the seven (7) year vehicle age limit and the 250,000 mileage limit for sedans and minivans
2. Eliminates the five (5) year vehicle age and the 250,000 mileage limit for all other vehicles
3. Adds the requirement to remove from service all vehicles that exceed 350,000 miles

Paragraph 34 – Delivery of Completed Vehicle/Manifests/Schedules

1. Adds language to conform to Article 4.B. of the Settlement Agreement

Paragraph 40 – Liquidated Damages

1. Adds language to confirm to Article 21 of the Settlement Agreement
2. Adds language to clarify that liquidated damages will be assessed and collected after the effective date of the Settlement Agreement
3. Establishes on-time performance level, for breach of Contract, at 85% for one (1) month instead of three (3) consecutive months
4. Eliminates breach of Contract language for compliant ratios which exceed three (3) complaints per 1,000 trips

Attachment A

5. Eliminates the non-payment for service provided by a non-approved and/or non-compliant driver
6. Eliminates the non-payment for service for non-compliant vehicles
7. Eliminates the ability to consider Contractor in default for three (3) months of assessed liquidated damages or liquidated damages in excess of \$100,000

**SETTLEMENT AGREEMENT
RELATING TO THE
CONTRACT FOR
PARATRANSIT SERVICES
(Contract No. 11-097R1SC)**

This is a Settlement Agreement Relating to the Contract for Paratransit Services (Contract No. 11-097R/SC), made and entered into by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Metro Mobility Management Group, LLC, 230 Truck and Trailer Way, West Palm Beach, Florida 33413, a limited liability corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR.

This Settlement Agreement Relating to the Contract for Paratransit Services includes provisions modifying the Contract for Paratransit Services (referred to herein as "Settlement Agreement") and is made as of this ____ day of _____, 20__, by and between the COUNTY and CONTRACTOR.

WHEREAS, on June 26, 2012, the COUNTY entered into that certain Contract for paratransit services with CONTRACTOR (approved by COUNTY R2012-0934) (also referred to herein as "Contract").

WHEREAS, COUNTY has assessed liquidated damages for various failures to comply with the Contract's requirements.

WHEREAS, on July 16, 2013, the COUNTY encouraged CONTRACTOR to bring in a third party to assist CONTRACTOR with the performance of the Contract in response to concerns raised about compliance with contractual provisions.

WHEREAS, the CONTRACTOR was unable to identify a third party who would participate under the existing terms.

WHEREAS, the CONTRACTOR has requested that its existing Contract be terminated.

WHEREAS, on November 19, 2013, the Board of County Commissioners (BCC) authorized staff to negotiate a Settlement Agreement.

WHEREAS, the COUNTY and CONTRACTOR desire to enter into a settlement agreement to terminate their existing Contract as of January 31, 2015, to require that CONTRACTOR continue to provide service through said termination date, and to modify and clarify certain provisions of the Contract to address certain matters including, but not limited to, liquidated damages, waivers, releases, scheduling, equipment, and the provision of services.

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the COUNTY and the CONTRACTOR agree as follows:

1. The above-stated "Whereas" clauses are true and accurate and are incorporated herein by reference.
2. Modifications to the Contract are made by this Settlement Agreement. Words in ~~strike through~~ type are deletions from the existing language in the Contract and words in underscored language type are additions to the language in the Contract.
3. That Article 1 of the Contract for Paratransit Services, entitled "Services" shall be amended as follows:

ARTICLE 1 – SERVICES

Except as where inconsistent with the terms of this Settlement Agreement, the The CONTRACTOR's responsibility under this Contract is to provide paratransit services to Palm Tran, in accordance with Exhibit A, Scope of Work/Services, and Exhibit B, CONTRACTOR's submittal dated January 30, 2012, both of which are attached and incorporated into the Contract.

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

The CONTRACTOR's representative/liaison during the performance of this Contract shall be ~~Robert Glaeser, Vice President, telephone number (561) 629-2115~~ Richard Gonzalez, Project Manager, telephone number (561) 616-2792.

4. That Article 2 of the Contract for Paratransit Services, entitled "Order of Precedence" shall be amended as follows:

ARTICLE 2 – ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of the Contract, as modified by this Settlement Agreement, including all Attachments to ~~the this~~ Contract and Exhibit A, Scope of Work/Services (excluding Exhibit B, CONTRACTOR's PROPOSAL dated January 30, 2012); (2) the provisions of RFP No. 11-097R/SC and all Amendments thereto, which are incorporated into and made a part of the this Contract; (3) Exhibit B, CONTRACTOR's proposal dated January 30, 2012; and (4) all other documents, if any, cited herein or incorporated herein by reference. The parties further acknowledge that to the extent any attachments, exhibits, or other documents shall conflict with this Settlement Agreement, the later shall control.

5. That Article 3 of the Contract for Paratransit Services, entitled "Schedule" shall be amended as follows:

ARTICLE 3 – SCHEDULE

The CONTRACTOR shall commence services on August 13, 2012, and complete all services by ~~August 12, 2017~~ January 31, 2015.

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

6. That Article 4 of the Contract for Paratransit Services, entitled "Payments to Contractor" shall be amended as follows:

ARTICLE 4 – PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract, as amended by the Settlement Agreement, for all services and materials shall not exceed a total contract amount of ~~Ninety Million Two Hundred Forty-Six Thousand Seventy Dollars and Twelve Cents (\$90,246,070.12)~~ Forty-Nine Million Five Hundred Thousand Dollars (\$49,500,000.00).

The CONTRACTOR will bill the COUNTY on a weekly basis, or as otherwise provided, at the amounts set forth in Exhibit B (identified as APPENDIX S in CONTRACTOR's Proposal dated January 30, 2012) as modified by this Settlement Agreement, for services rendered toward the completion of the Scope of Work/Services. The CONTRACTOR shall notify the COUNTY's representative, in writing, when ninety percent (90%) of the "not-to-exceed amount" has been reached.

- B. Invoices received from the CONTRACTOR, for services rendered pursuant to this the Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract, as amended by this Settlement Agreement. Compensation will be based on either a) the revenue hours, as defined in Section 1 of the Scope of Work/Services, for services provided on dedicated vehicles or on b) the mileage, as defined in Section 1 of the Scope of Work/Services, of each individual trip for services provided on non-dedicated vehicles. Payment for non-dedicated services shall be based on an increased mileage rate of \$2.15 under the same method as outlined in subsection 1.2.d of Exhibit A to the Contract, as amended by this Settlement Agreement. Twenty percent (20%) of the increased amount paid to CONTRACTOR resulting from the increase in the mileage rate to \$2.15 per mile shall be paid, on a weekly basis, by CONTRACTOR to its DBEs and shall be shared equally amongst the DBEs. (Currently, CONTRACTOR's DBEs are Two Wheels, Inc., Medi-Wheels of the Palm

Beaches, Inc. and Community Rehabilitation Center, Inc.) More specifically, paragraph 1.2.d. of said Exhibit A is hereby replaced as set forth in No. 41 below of this Settlement Agreement. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be ~~are~~ typically paid within thirty (30) days following the COUNTY representative's approval under the current payment plan as follows: weekly progress payments of ninety-five percent (95%) of the progress for the week prior based upon a contract year fifty-two (52) week average (adjusted at the end of each contract year) with a weekly true-up payment not to exceed six (6) weeks in arrears.

- C. The CONTRACTOR is required to provide an invoice, in addition to all completed vehicle manifests for each week (Sunday through Saturday) and supporting documentation to the COUNTY by the close of business on the second Friday after the completion of the billing period. Information received for any prior week's service will not be considered for payment in the current invoice or any subsequent invoice. The completed invoice shall include the following information:
1. The total number of billable units (i.e., revenue hours, revenue miles) and the CONTRACTOR's billable rate for each type of billing unit.
 2. The total amount due to the CONTRACTOR based on the CONTRACTOR's unit rate multiplied by the number of billable units for each type of billing unit.
 3. The amount of total fares collected and amount of cash fares retained.
 4. The number of paratransit tickets to ride being returned by the CONTRACTOR.
 5. The returned paratransit tickets to ride shall be clearly stamped with "Cancelled" on the front of each ticket. The stamp will indicate that the ticket was used and should be stamped in the middle of the ticket and be large enough to prevent the reuse of the ticket.
 6. Any fuel escalation/de-escalation costs/charges.
 7. The adjusted total amount which the CONTRACTOR is requesting from the COUNTY as payment.
 8. The weekly sum due COUNTY for the scheduling of services. Such weekly sum shall be offset as provided in Section 18.B.a of Exhibit A, Scope of Work/Services to the Contract, as amended by

this Settlement Agreement, and such offset shall be reflected in the adjusted total amount which the CONTRACTOR is requesting from the COUNTY as payment. (See also paragraph number 58 of this Settlement Agreement.

- D. CONTRACTOR shall include all paratransit tickets collected with this invoice.
- E. If the CONTRACTOR fails to meet the standard for the timely submission of vehicle billing/manifests for three (3) or more consecutive months, the CONTRACTOR is in breach of its Contract with the COUNTY and is subject to the default provisions of the Contract.
- F. Invoice documentation shall be provided consisting of all manifests, paratransit tickets, and any other supporting documents.
- G. Once the COUNTY receives the CONTRACTOR's invoice and all required documentation, the COUNTY will verify the information on the CONTRACTOR's invoice.
- H. If there is a discrepancy, the COUNTY will work with the CONTRACTOR to resolve the discrepancy.
- I. The COUNTY shall pay the CONTRACTOR based on the CONTRACTOR's unit rate multiplied by the number of billable units for each type of billing unit and adjusted for cash fares retained, liquidated damages adjustments and any fuel escalation/de-escalation costs/charges.
- J. Invoices received from the CONTRACTOR pursuant to this the Contract, for services rendered in conformity with its provisions, will be reviewed, and approved, and paid pursuant to Article 4.B. of the Contract, as amended by this Settlement Agreement. Invoices shall reflect that services have been rendered in conformity with the Contract and the invoices otherwise satisfy the requirements of the Contract, as amended by this Settlement Agreement. ~~by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract, which will normally take two (2) weeks. Approved invoices will be sent to the COUNTY's Finance department for payment. No payment inquiries will be responded to until the three (3) week processing time has passed. Invoices will normally be paid within thirty (30) days following the COUNTY's representative's approval. Notwithstanding the foregoing, the CONTRACTOR may request an alternative payment plan and COUNTY agrees that it will discuss the CONTRACTOR's plan with the Clerk and~~

Comptroller; provided if COUNTY first determines that the payment plan is feasible.

- K. Approved invoices will be considered certified, complete and accurate.
 - L. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR shall clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute the CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.
- 7. That Article 5 of the Contract for Paratransit Services, entitled "Palm Beach County Office of the Inspector General Audit Requirements" **shall remain unchanged**.
 - 8. That Article 6 of the Contract for Paratransit Services, entitled "HIPPA Business Associate Agreement" **shall remain unchanged**.
 - 9. That Article 7 of the Contract for Paratransit Services, entitled "Contractor's Minimum Standards" shall be amended as follows:

ARTICLE 7 – CONTRACTOR'S MINIMUM STANDARDS

As stated in the CONTRACTOR's proposal dated January 30, 2012, the CONTRACTOR shall adhere to the following minimum standards, which includes, but are not limited to:

- A. ~~The CONTRACTOR agrees to attain at least forty five percent (45%) DBE participation during each year of the Contract and shall endeavor to maintain this level of participation for all billing periods during the term of the Contract.~~ In accordance with Section 9 of Article 32 of the Contract, as amended by this Settlement Agreement, the CONTRACTOR agrees that it shall subcontract at least forty-five percent (45%) of the total value of the Contract to disadvantaged business enterprises (DBEs), through termination date and shall endeavor to maintain this level of participation for all billing periods during the term of the Contract.
- B. The CONTRACTOR shall make every effort to provide alternative fuel vehicles on 100% of the dedicated fleet.
- C. RESERVED. ~~The CONTRACTOR shall maintain a 15% spare ratio for dedicated service vehicles.~~

- D. The CONTRACTOR shall provide a minimum of 40 new vehicles for use in the dedicated fleet no later than January 1, 2013, which shall be fully compliant with the vehicle standard requirements of this Contract. During the phase-in of the CONTRACTOR services, the CONTRACTOR shall be permitted to temporarily use vehicles contained within its existing fleet of vehicles which it was permitted to use under the prior contract it had with COUNTY for paratransit services (R2004-2447, as amended); provided, that the vehicles used for dedicated service do not exceed a 2004 model year age and the vehicles used for non-dedicated service do not exceed a 2006 model year age. All such temporary use vehicles shall be otherwise compliant with the requirements of this Contract, excluding the mileage limitations of Section 28 of Exhibit A. Scope of Work/Service to this Contract. All non-dedicated vehicles shall be fully compliant with the vehicle standard requirements of Section 28 by January 1, 2013. All other vehicles utilized by CONTRACTOR for the provision of dedicated services shall be fully compliant with the vehicle standards requirements of Section 28 by January 1, 2013. CONTRACTOR will remove from service vehicles with 350,000 miles or greater, and place into service existing lower mileage vehicles, a list of which is attached as Attachment 1 to this Settlement Agreement or otherwise contract compliant vehicle.
- E. The CONTRACTOR shall provide and put into use, at its own cost and expense, Mobile Data Terminals and GPS technology in all vehicles used in the delivery of paratransit service in accordance with the following timetable:
- By October 1, 2012, all non-dedicated vehicles shall be fully compliant with Mobile Data Terminals and GPS technology.
- By October 1, 2012, no less than twenty-five percent (25%) of the dedicated vehicles used shall be fully compliant with Mobile Data Terminals and GPS technology.
- By January 1, 2013, all vehicles used by CONTRACTOR shall be fully compliant with Mobile Data Terminals and GPS technology.
- ~~CONTRACTOR shall implement Smart Phone Technology and Smart Card Technology no later than one (1) year after the effective date of this Contract.~~
- F. RESERVED ~~The CONTRACTOR shall install padding with energy absorbing material on all readily accessible exposed edges or other hazardous protrusions of parts of the wheelchair lift assemblies or ramps that are located in the passenger compartment.~~
- G. All Technicians (Mechanics) shall be ASE Certified for the nature of the work they are performing. In the event work is performed by a non-ASE certified technician, all such work shall be performed under the direct

supervision and control of an ASE Certified supervisor, who shall approve the work and document such approval before the vehicle is placed into service. Evidence of required ASE certifications and approvals by ASE Certified supervisors shall be made available immediately upon request. CONTRACTOR will retain key personnel including a Maintenance Manager through January 31, 2015. Evidence that technicians (mechanics) have the required certifications shall be made available immediately upon request by COUNTY.

CONTRACTOR agrees that all non-dedicated drivers utilized by the CONTRACTOR shall possess, satisfy and adhere to the same skill levels, competency testing, training or as otherwise approved by COUNTY's representative, certification, background checks, drug and alcohol testing and all other service standards and all other requirements of the Contract as set forth in Exhibit A Scope of Work/Services for the dedicated drivers. CONTRACTOR shall develop and utilize a program for the participation and use of non-dedicated drivers (also referred to in this Contract as "independent contractors") so as to ensure that all standards and requirements of the Contract, including but not limited to compliance with the insurance requirements of Article 16 and the indemnification obligation of Article 17 of this Contract, are met. This shall be in place no later than the commencement date of the Contract. CONTRACTOR shall submit its program to COUNTY for its approval prior to implementation. The term "independent contractors" as used in this Contract shall refer to non-dedicated drivers (taxi drivers) unless the context of the provision indicates that the term is intended to refer to the CONTRACTOR. The parties expressly agree that Article 25 of this Contract provides that the relationship between the CONTRACTOR and the COUNTY is that of an Independent Contractor. Nothing contained in this Article or any other provision of this Contract shall alter that relationship or modify the application of Article 25 to the CONTRACTOR.

- H. The CONTRACTOR agrees to perform a lifetime Motor Vehicle Record check on each Operator/Driver utilized (i.e., all employees of CONTRACTOR and its subcontractors and all independent contractors) and shall submit the MVR with the driver information package it submits to CONNECTION.
- I. The CONTRACTOR shall maintain a spare ratio of drivers 20:3 for dedicated services.
- J. The CONTRACTOR shall provide a minimum of five (5) radio channels for use in dispatching and driver communications with the fleet of paratransit vehicles for both dedicated and non-dedicated services.

- K. The CONTRACTOR shall maintain a ratio of no more than 20 routes per dispatcher during all hours of service for dedicated and non-dedicated routes.
 - L. The CONTRACTOR agrees to comply with and complete all FEMA Certifications as specified by CONNECTION.
 - M. The CONTRACTOR shall conduct Safety Meetings no less than Quarterly and shall provide notice of these meeting to CONNECTION at least two (2) weeks in advance.
 - N. The CONTRACTOR shall establish an accident review board to investigate accidents and provide feedback to CONNECTION regarding corrective measures to be taken.
10. That Article 8 of the Contract for Paratransit Services, entitled "Performance Bond" **shall remain unchanged.**
 11. That Article 9 of the Contract for Paratransit Services, entitled "Truth-In-Negotiation Certificate" **shall remain unchanged.**
 12. That Article 10 of the Contract for Paratransit Services, entitled "Termination" shall be amended as follows:

ARTICLE 10 - TERMINATION

A. RESERVED Termination for Convenience of the COUNTY:

- ~~1. The COUNTY may terminate this contract, in whole or in part, at any time by providing five (5) days written notice to the CONTRACTOR when it is in the COUNTY's best interest. The COUNTY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the extent of termination and the effective date. The CONTRACTOR shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly, but no later than one (1) year from the date of termination, submit its termination claim to the COUNTY to be paid to the CONTRACTOR. If the CONTRACTOR has any property in its possession belonging to the COUNTY, the CONTRACTOR will account for the same, and dispose of it in the manner the COUNTY directs.~~
- ~~2. After receipt of a Notice of Termination, and except as directed by the COUNTY, the CONTRACTOR shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:~~

- ~~(a) Stop work as specified in the notice.~~
- ~~(b) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.~~
- ~~(c) With approval or ratification to the extent required by the COUNTY, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The COUNTY's approval or ratification will be final for purposes of this clause.~~
- ~~(d) Complete performance of the work not terminated.~~
- ~~(e) Take any action that may be necessary, or that the COUNTY may direct, for the protection and preservation of the property related to this contract that is in the possession of the CONTRACTOR and in which the COUNTY has or may acquire an interest.~~
- ~~(f) After termination, the CONTRACTOR shall submit a final termination settlement proposal to the COUNTY in the form and with the certification prescribed by the COUNTY. The CONTRACTOR shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the COUNTY upon written request of the CONTRACTOR within this one (1) year period. However, if the COUNTY determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the CONTRACTOR fails to submit the proposal within the time allowed, the COUNTY may determine, on the basis of information available, the amount, if any, due the CONTRACTOR because of the termination and shall pay the amount determined.~~
- ~~(g) Subject to paragraph (f) of this clause, the CONTRACTOR and the COUNTY may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit only for work performed. However, the agreed amount, whether under this paragraph (g) or paragraph (h) of this clause, exclusive of costs shown in subparagraph (h)(3) of this clause, may not exceed the total contract price as reduced by: (1) the amount of payments previously made and; (2) the contract price of work not terminated. The contract shall be modified, and the CONTRACTOR paid the agreed amount. Paragraph (h) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.~~

- ~~(h) If the CONTRACTOR and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the CONTRACTOR the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on under paragraph (g) of this clause:~~
- ~~(1) The contract price for completed supplies or services accepted by the COUNTY not previously paid for, adjusted for any saving of freight and other charges.~~
 - ~~(2) The total of:

 - ~~(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (h)(1) of this clause;~~
 - ~~(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (h)(2)(i) of this clause; and~~
 - ~~(iii) A sum, as profit on subdivision (h)(2)(i) of this clause solely for work performed, determined by the COUNTY under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the CONTRACTOR would have sustained a loss on the entire contract had it been completed, the COUNTY shall allow no profit under this subdivision (h)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.~~~~
 - ~~(3) The reasonable costs of settlement of the work terminated, including:

 - ~~(i) Accounting, clerical, and other direct expenses (excluding legal expenses) reasonably necessary for the preparation of termination settlement proposals and supporting data;~~
 - ~~(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements)~~~~
 - ~~(i) In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted:

 - ~~(1) All unliquidated advance or other payments to the CONTRACTOR under the terminated portion of this contract; and~~~~

- ~~(2) Any claim which the COUNTY has against the CONTRACTOR under this contract; and~~
- ~~(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to the COUNTY.~~
- ~~(j) If the termination is partial, the CONTRACTOR may file a proposal with the COUNTY for an equitable adjustment of the price(s) of the continued portion of the contract. The COUNTY may make any equitable adjustment agreed upon. Any proposal by the CONTRACTOR for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the COUNTY.~~
- ~~(k) (1) The COUNTY may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the CONTRACTOR for the terminated portion of the contract including but not limited payments to the CONTRACTOR's subcontractors, if the COUNTY believes the total of these payments will not exceed the amount to which the CONTRACTOR will be entitled. This Contract is not intended to create any third party beneficiaries and confers no rights on anyone other than the CONTRACTOR and the COUNTY and Palm Tran, Inc.~~
 - ~~(2) If the total payments exceed the amount finally determined to be due, the CONTRACTOR shall repay the excess to the COUNTY upon demand, together with interest computed at the rate established for the payment of judgment liens in the Fifteenth Judicial Circuit of the State of Florida. Interest shall be computed for the period from the date the excess payment is received by the CONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the CONTRACTOR's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the COUNTY because of the circumstances.~~
- ~~(l) Unless otherwise provided in this contract or by statute, the CONTRACTOR shall maintain all records and documents relating to the terminated portion of this contract for 5 years after final settlement. This includes all books and other~~

~~evidence bearing on the CONTRACTOR's costs and expenses under this contract. The CONTRACTOR shall maintain these records in Palm Beach COUNTY Florida and make these records and documents available to the COUNTY, its authorized agents, servants or employees, at the CONTRACTOR's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.~~

B. Termination for Default

1. (a) The COUNTY may, by written notice of default to the CONTRACTOR, terminate this contract, in whole or in part, if the CONTRACTOR fails to:
 - (1) Perform the services as required or within the time specified in this contract or any extension;
 - (2) Make progress, so as to endanger performance of this contract; or
 - (3) Perform any of the other provisions of this contract.
- (b) The COUNTY's right to terminate this contract may be exercised if the CONTRACTOR does not cure such failure within 10 days (or more if authorized in writing by the COUNTY) after receipt of the notice from the COUNTY specifying the failure.
2. If the COUNTY terminates this contract in whole or in part, it may acquire, under the terms and in the manner the COUNTY considers appropriate, supplies or services similar to those terminated, and the CONTRACTOR will be liable to the COUNTY for any excess costs for those services. However, the CONTRACTOR shall continue the work not terminated.
3. Except for defaults of subcontractors at any tier, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONTRACTOR. The parties agree that only the following shall be deemed causes beyond the CONTRACTOR's control:
 - (a) acts of God or of the public enemy,
 - (b) fires,
 - (c) floods,
 - (d) epidemics,

- (e) quarantine restrictions,
- (f) unusually severe weather.

In each instance the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR and the CONTRACTOR shall make good faith efforts to mitigate the effects of all such causes.

4. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the CONTRACTOR and subcontractor, and without the fault or negligence of either, the CONTRACTOR shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the CONTRACTOR to meet the required delivery schedule. Upon direction of the COUNTY, the CONTRACTOR shall also protect and preserve property in its possession in which the Government has an interest.
5. The COUNTY shall pay contract price for completed services delivered and accepted.
6. If, after termination, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the COUNTY, under the language of Article 10.A. that existed prior to this Settlement Agreement.
7. The rights and remedies of the COUNTY in this clause are in addition to any other rights and remedies provided by law, equity or under this contract.
8. Notwithstanding anything contained in this Contract, the parties agree that the occurrence of any of the following shall be deemed a material event of default:
 - (a) The filing of any judgment lien against the assets of the CONTRACTOR related to the performance of this Contract which is not discharged, satisfied or contested in a court of law within thirty (30) days of notice to the CONTRACTOR;
 - (b) The making by the CONTRACTOR of any general assignment or general arrangement for the benefit of creditors;
 - (c) The filing by or against the CONTRACTOR or its affiliate(s), of a petition to have the CONTRACTOR or its affiliates

adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition for bankruptcy, reorganization or arrangement filed against the CONTRACTOR the same is dismissed within thirty (30) days from date of service upon the CONTRACTOR or its affiliate(s));

- (d) The appointment of a trustee or receiver to take possession of substantially all of the CONTRACTOR's assets or the assets used by the CONTRACTOR in the performance of its work under this Contract;
 - (e) The attachment, execution or other judicial seizure of substantially all of the CONTRACTOR's assets and such attachment, execution or seizure is not discharged within thirty (30) days;
 - (f) Any attempt by the CONTRACTOR to convey, transfer, sublet or assign, in whole or in part, its interest in this Contract, unless it has first obtained the written consent of the COUNTY;
 - (g) The failure to comply with any term or condition of this Contract.
13. That Article 11 of the Contract for Paratransit Services, entitled "Personnel" **shall remain unchanged.**
 14. That Article 12 of the Contract for Paratransit Services, entitled "E-Verify" **shall remain unchanged.**
 15. That Article 13 of the Contract for Paratransit Services, entitled "Subcontracting" **shall remain unchanged.**
 16. That Article 14 of the Contract for Paratransit Services, entitled "Federal and State Tax" **shall remain unchanged.**
 17. That Article 15 of the Contract for Paratransit Services, entitled "Availability of Funds" **shall remain unchanged.**
 18. That Article 16 of the Contract for Paratransit Services, entitled "Insurance Requirements" **shall remain unchanged.**
 19. That Article 17 of the Contract for Paratransit Services, entitled "Indemnification" **shall remain unchanged.**
 20. That Article 18 of the Contract for Paratransit Services, entitled "Successors and Assigns" **shall remain unchanged.**

21. That Article 19 of the Contract for Paratransit Services, entitled "Remedies" **shall remain unchanged.**
22. That Article 20 of the Contract for Paratransit Services, entitled "Conflict of Interest" **shall remain unchanged.**
23. That Article 21 of the Contract for Paratransit Services, entitled "Liquidated Damages" shall be amended as follows:

ARTICLE 21 – LIQUIDATED DAMAGES

- A. The CONTRACTOR acknowledges and agrees that the damages that will be sustained by the COUNTY as a result of the CONTRACTOR's breach and failure to meet the performance standards of this Contract are not readily ascertainable and that the amounts and standards set forth in Section 40 of the Statement of Work/Services (Exhibit A) as liquidated damages for such breach are reasonable and appropriate given the uncertain nature of the damages that may be sustained by the COUNTY, and that such Liquidated Damages are not a penalty. There will be no grace period for the assessment of Liquidated Damages.
- B. If the CONTRACTOR fails to perform the services within the time specified or at the level of performance specified in this Contract, the CONTRACTOR shall, in place of actual damages, pay to COUNTY liquidated damages as specified in Section 40 in Exhibit A Scope of Work/Service to the this Contract, as amended by this Settlement Agreement (see number 80 of this Settlement Agreement, subject to subparagraph of this Article 21).
- C. COUNTY will deduct (collect) the payment for assessed liquidated damages from monies due or to become due thirty (30) calendar days after notification of the assessment.
- D. The assessment and/or payment (collection) of Liquidated Damages under this provision shall not effect in any way the right of the COUNTY to terminate this Contract, with ~~or without~~ cause, under ARTICLE 10 above or to modify the Contract as provided in ARTICLE 33 - Modifications of Work.
- E. Upon execution of this Settlement Agreement, the COUNTY agrees:
 1. As to past assessed Liquidated Damages:
 - (a) to immediately waive any and all liquidated damages as of the date of execution of this Settlement Agreement in excess of \$1,000,000.00, and the COUNTY hereby waives and

relinquishes any right or claim to said liquidated damages in excess of \$1,000,000.00 and further hereby releases and discharges CONTRACTOR from payment for such liquidated damages in excess of \$1,000,000.00;

(b) to hold in abeyance the remaining \$1,000,000.00 of liquidated damages as of the date of execution of this Settlement Agreement until January 31, 2015 (such time period also referred to herein as "the termination period"), and to waive and relinquish any right or claim to payment for said \$1,000,000.00 or such lesser portion thereof in accordance with (c) below, on January 31, 2015; provided that the CONTRACTOR's performance has been at an acceptable level as defined in (c) below. COUNTY agrees to release and discharge CONTRACTOR from any payment for such \$1,000,000.00 or such lesser portion thereof in accordance with (c) below, on January 31, 2015 if the CONTRACTOR's performance has been at an acceptable level;

(c) that acceptable level of performance required of the CONTRACTOR in order for the COUNTY's waiver of the entire remaining \$1,000,000.00 of liquidated damages to take effect on January 31, 2015, is as follows: Average on-time performance for the termination period must be maintained at an average of 91% or greater.

(1) To the extent the average on-time performance for the termination period drops below 91% for any given month, Liquidated Damages up to the amount of \$41,500.00 will be collected for each one (1) entire percentage point below 91%, capped at \$83,000.00 for any given month.

(2) To the extent the average on-time performance for the termination period goes above 91% for any given month, CONTRACTOR shall be given a credit of \$41,500.00 for each one (1) entire percentage point above 91%, capped at a credit of \$83,000.00 for any given month.

(3) Any sums to be collected by COUNTY or credits due CONTRACTOR pursuant to subsections c (1) and (2) above shall be held in abeyance through January 31, 2015, at which time the on-time performance shall be averaged over the termination period from the

execution of this Settlement Agreement through January 31, 2015. If the total average for that termination period is at or above 91%, past Liquidated Damages shall be waived. If the total average for that termination period is below 91%, the COUNTY may collect the Liquidated Damages against the CONTRACTOR based upon the monthly performance calculation.

2. As to future Liquidated Damages:

(a) Liquidated Damages shall continue to be assessed and collected as appropriate on a going forward basis as set forth in paragraph number 40 of the Exhibit A, Scope of Work/Services, to the Contract, as amended by this Settlement Agreement (see paragraph 80 of this Settlement Agreement).

24. That Article 22 of the Contract for Paratransit Services, entitled "Excusable Delays" shall be amended as follows:

ARTICLE 22 – EXCUSABLE DELAYS

The CONTRACTOR 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 CONTRACTOR, or its subcontractor(s), and without their fault or negligence. Such causes shall be limited to: acts of God; force majeure; natural or public health emergencies; freight embargoes; and abnormally severe and unusual weather conditions and scheduling failures by COUNTY. Work stoppages, strikes, sick outs, slowdowns, or other concerted acts of employees, acts of CONTRACTOR's independent contractors, and acts of its subcontractors shall not be deemed a cause reasonably beyond the control of the CONTRACTOR or its subcontractors. The COUNTY may waive the requirements of this agreement which would allow the CONTRACTOR to provide alternative service delivery pending such work stoppages, strikes, sick outs and slow downs.

Upon the CONTRACTOR's request, the COUNTY shall consider the facts and extent of any failure to perform the work; and, if the CONTRACTOR'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, as amended by this Settlement Agreement, shall be revised accordingly, subject to the COUNTY's rights to change, terminate, or stop any or all of the work at any time. COUNTY's contract representative may waive the requirement that the CONTRACTOR have "all other vehicles" utilized for the provision of dedicated service fully compliant with the vehicle standards requirements of Article 7 paragraph D and Section 28 of Exhibit A by January 1, 2013, for periods not to

exceed sixty (60) days, upon CONTRACTOR's presentation of evidence, acceptable to COUNTY, in its sole discretion, that CONTRACTOR has not been able to meet the requirements through no fault of its own. No waiver shall be granted beyond July 1, 2013.

COUNTY's contract representative may waive the requirement that all vehicles be fully compliant with the mobile data terminal and GPS technology use requirement (which appears in Article 7 paragraph E) by January 1, 2013, for periods not to exceed sixty (60) days, upon CONTRACTOR presentation of evidence, acceptable to COUNTY, in its sole discretion, that CONTRACTOR has not been able to meet the requirements through no fault of its own. No waiver shall be granted beyond July 1, 2013.

This article shall supplement Article 10.B. of the Agreement. To the extent there is a conflict between the provisions of this article and Article 10.B., the provisions of this article shall take precedent over and control the resolution of the conflict.

25. That Article 23 of the Contract for Paratransit Services, entitled "Arrears" **shall remain unchanged.**
26. That Article 24 of the Contract for Paratransit Services, entitled "Disclosure and Ownership of Documents" **shall remain unchanged.**
27. That Article 25 of the Contract for Paratransit Services, entitled "Independent Contractor Relationship" **shall remain unchanged.**
28. That Article 26 of the Contract for Paratransit Services, entitled "Contingent Fees" **shall remain unchanged.**
29. That Article 27 of the Contract for Paratransit Services, entitled "Access and Audits" **shall remain unchanged.**
30. That Article 28 of the Contract for Paratransit Services, entitled "Nondiscrimination" **shall remain unchanged.**
31. That Article 29 of the Contract for Paratransit Services, entitled "Authority to Practice" **shall remain unchanged.**
32. That Article 30 of the Contract for Paratransit Services, entitled "Severability" **shall remain unchanged.**
33. That Article 31 of the Contract for Paratransit Services, entitled "Public Entity Crimes" **shall remain unchanged.**

34. That Article 32 of the Contract for Paratransit Services, entitled "Federal Assistance and Federally Required Provisions – Statement of Financial Assistance" shall remain unchanged except that 9.e. of Article 32 is modified as shown below:

STATEMENT OF FINANCIAL ASSISTANCE. This procurement is funded in part by contracts and grants between Palm Beach County and the U.S. Department of Transportation, Federal Transit Administration. Therefore, the following Special Contract Provisions apply to this procurement:

1. Prohibited Interest. No employee, officer, or agent of Palm Beach County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of Palm Beach County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (CONTRACTOR). No Palm Beach County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any contractor, potential contractor, or parties to subagreements.
2. Interest of Members of Congress. No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this Contract or to any benefit arising therefrom.
3. No Government Obligation to Third Parties. The CONTRACTOR agrees, absent express written consent of the Federal Government, that the Federal Government shall not be subject to any obligations or liabilities to any third party contractor, or any subrecipient, or any other party pertaining to any matter resulting from this solicitation. The CONTRACTOR agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.
4. Program Fraud and False or Fraudulent Statements. The CONTRACTOR acknowledges the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC §3801, et seq., and U.S. Department of Transportation regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its activities in connection with this project. The CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, makes, or may make pertaining to this solicitation. In addition to other penalties that may apply, the CONTRACTOR further acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government may deem appropriate. The

CONTRACTOR also acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government in connection with an urbanized area formula project financed with federal assistance authorized for 49 USC §5307, the Federal Government reserves the right to impose the penalties of 18 USC §1001 and 49 USC §5307(n) (1) on the CONTRACTOR, to the extent the Federal Government deems appropriate. The CONTRACTOR agrees to include the above stated provisions in each subcontract financed in whole or in part with federal assistance provided by the FTA. CONTRACTOR shall not modify the above stated provisions except to identify the subcontractor who will be subject to the provision.

5. Federal Changes. The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Grant Agreement (Form FTA MA(18) dated October 1, 2011) between Palm Beach County and the FTA, as they may be promulgated or amended from time to time during the term of the Contract resulting from this solicitation. CONTRACTOR's failure to comply shall constitute a material breach of this Contract.
6. Incorporation of Federal Transit Administration (FTA) Terms. The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the Contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, as amended and the FTA's Master Grant Agreement with Palm Beach County (FTA MA 18) dated October 1, 2011, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any Palm Beach County request which would cause the COUNTY to be in violation of any of the FTA terms and conditions applicable to this project or any grant the COUNTY may have with the FTA. The CONTRACTOR agrees to include the above stated provision in each subcontract financed in whole or in part with federal assistance provided by the FTA.
7. Access to Records. The CONTRACTOR agrees to provide Palm Beach County, the FTA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this solicitation for the purposes of making audits, examinations, excerpts, and transcriptions. CONTRACTOR also agrees, pursuant to 49 CFR 633.17, to provide the FTA Administrator or

authorized representative (include a PMO contractor) access to CONTRACTOR's construction sites and records pertaining to a major capital project, defined at 49 USC §5302(a)(1), which is receiving federal financial assistance through the programs described at 49 USC §§5307, 5309, or 5311. The CONTRACTOR further agrees to maintain all books, records, accounts, and reports required under the Contract for a period of not less than five years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case CONTRACTOR agrees to maintain same until Palm Beach County, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto. Reference 49 CFR 18.39(i) (11).

8. Civil Rights. The following requirements apply to this Contract.
 - a. Nondiscrimination. In accordance with Title VI of the Civil Rights Act, as amended, 42 USC §2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 USC §6102, section 202 of the Americans with Disabilities Act of 1990, 42 USC §12132, and Federal transit law at 49 USC §5332, the CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the CONTRACTOR agrees to comply with applicable federal implementing regulations and other implementing requirements FTA may issue.
 - b. Equal Employment Opportunity. The following equal opportunity requirements apply to this solicitation:
 - (1) Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 USC §2000e, and federal transit laws at 49 USC §5332, the CONTRACTOR agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60, et seq., (which implemented Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 USC §2000e note), and with any other applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect construction activities undertaken in the course of the project. The CONTRACTOR agrees to take affirmative

action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(2) Age. In accordance with section 4 of the Age Discrimination in Employment Act of 1967; as amended, 29 USC §623 and federal transit law at 49 USC §5332, the CONTRACTOR agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

(3) Disabilities. In accordance with section 202 of the Americans with Disabilities Act, as amended, 42 USC §12112, the CONTRACTOR agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR agrees to comply with any implementing requirements FTA may issue.

c. The CONTRACTOR also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only to identify the affected parties.

9. Disadvantaged Business Enterprise (DBE).

a. This Contract is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs and Palm Beach County Resolution No. 99-1617 setting forth Palm Beach County's Disadvantaged Business Enterprise Program.

b. The CONTRACTOR agrees that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of

this Contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONTRACTOR to carry out these requirements is a material breach of contract, which may result in the termination of this CONTRACTOR or such other remedy as with the concurrence of Palm Beach County, deems appropriate. Each subcontract that the CONTRACTOR enters into must include the assurance of non-discrimination set forth in this paragraph.

- c. The Disadvantaged Business Enterprise (DBE) regulation (49 CFR Part 26) establishes requirements for setting an overall goal for DBE participation in federally funded contracts. This rule requires recipients of federal funds to use a methodology based on demonstrable data of relevant market conditions and is designed to reach a goal the recipient would expect DBEs to achieve in the absence of discrimination.
- d. This Contract or purchase order is being funded, in whole or in part with Federal financial assistance. Accordingly, it is the policy of Palm Beach County, to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, are afforded the maximum opportunity to receive and participate as subcontractors and suppliers on all contracts funded by COUNTY; therefore, good-faith efforts must be made to provide DBEs an opportunity to participate in the project in accordance with the DBE Program Plan.
- e. DBE Goal:

Palm Beach County fully supports the federal government's Disadvantaged Business Enterprises Program. The CONTRACTOR has agreed to achieve DBE participation as set forth in paragraph A of Article 7 of the Contract, as amended by this Settlement Agreement, and that its DBE participation shall be determined based upon the total value of the Contract (i.e., gross revenues paid by COUNTY to CONTRACTOR for performance of the Contract, including fares retained by CONTRACTOR, and excluding from gross revenues the sum attributable to payments for non-dedicated service resulting from the increase in the mileage rate (i.e., an increase of forty-nine cents (\$0.49) during year 2 of the Contract, as of the effective date of this Settlement Agreement, and sixty-four cents (\$0.64) for year 3 of the Contract) as described in Article 4.B. of the Contract, as amended by this Settlement Agreement). However, for purposes of compliance with the requirements of 49 CFR Part 26 and reporting DBE participation in this Contract to the Federal Transit Administration, the DBE

participation goal shall be forty-five percent (45%) of the sum derived from subtracting the total amount of vehicle leases, inclusive of maintenance and insurance, from the total value of the Contract; provided, however, that nothing contained herein shall reduce CONTRACTOR's DBE participation goal to less than thirty percent (30%) of the value of the Contract as such value, for DBE participation purposes, is determined by COUNTY's DBE Coordinator in accordance with 49 CFR Part 26, nor shall otherwise modify CONTRACTOR's DBE obligations under this Contract. The DBE commitment for this Contract is 45%.

~~The overall goal setting provisions of 49 CFR Part 26 require that the COUNTY, as a recipient of federal funds, set overall goals based on demonstrable evidence of the relative availability of ready, willing and able DBEs in the areas from which contractors are obtained. In this regard, the COUNTY has established DBE participation goals and said goals have been established based primarily on the availability of certified DBE firms that are ready, willing, and able to participate in the project.~~

- f. CONTRACTOR agrees that throughout the term of this Agreement, the services as provided by the firms listed on **Exhibit 1 (Letter of Intent) and Exhibit 2 (Schedule of Participation) of Appendix P of the CONTRACTOR's proposal, attached to this Contract as Exhibit B**, shall remain at least at the percentage levels set forth therein.
- g. CONTRACTOR will not be paid for work performed by a subcontractor until the CONTRACTOR ensures that the subcontractor has been paid in full.
- h. CONTRACTOR agrees that nonpayment of a subcontractor or supplier shall be a material breach of this Agreement and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.
- i. CONTRACTOR agrees to submit a monthly report to COUNTY's contract representative (with a copy to Palm Tran's DBE Liaison), on DBE participation, which should contain a record of payments

made to its DBE subcontractors during the current reporting period. CONTRACTOR shall utilize the form attached as **Exhibit 4 – DBE Utilization Report of Appendix P of the CONTRACTOR's proposal attached to this Contract as Exhibit B**. Reports shall be submitted with each invoice. Participation is based on percentage of revenues paid by CONTRACTOR to sub-contractors compared to payments received from the COUNTY.

- j. CONTRACTOR agrees to submit a Final DBE Participation Report containing the total amount paid to its DBE subcontractors to COUNTY. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 5 - Final DBE Utilization Report of Appendix P of the CONTRACTOR's proposal attached to this Contract as Exhibit B**.
- k. CONTRACTOR shall certify to COUNTY, the amounts paid to each DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the disadvantaged businesses. All such certifications shall be signed by both CONTRACTOR and DBEs. One of the main purposes of these provisions is to make sure that DBEs actually perform work committed to them at contract award.
- l. CONTRACTOR agrees that failure to provide appropriate certification as to the payment of DBEs and participants in the agreement and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the agreement have been met, notwithstanding any other provisions of the Agreement, shall be cause for COUNTY to withhold further payments under the agreement until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the agreement, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.

A contractor whose performance falls short of its original commitments shall be subject to the compliance mechanisms the COUNTY had made applicable.

Sanctions for Noncompliance with DBE Program Provisions. Failure of the CONTRACTOR to carry out DBE program provisions shall constitute a breach of the Contract for default or such remedy as the COUNTY may deem appropriate. The willful making of false

statements or providing incorrect information will be referred for appropriate legal action.

- m. CONTRACTOR agrees that it cannot terminate a DBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a DBE subcontractor needs to be replaced or removed, CONTRACTOR must submit a written request to COUNTY's contract representative, with a copy to Palm Tran's DBE Liaison) with detailed explanation or justification for the submission of such request. If the request is due to a voluntary cessation of the DBE firm, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of DBE subcontractors will only be approved on a case-by-case basis provided that reasons cited are properly justified. When a DBE subcontractor is terminated or fails to complete its work, CONTRACTOR must make good faith efforts to find another DBE subcontractor to substitute for the original DBE.
 - n. CONTRACT COMPLIANCE MONITORING
 - i. Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulations at 49 CFR Part 26.
 - ii. Contract compliance will encompass monitoring for contract dollar achievement and DBE contractor utilization. Palm Beach County and Connection staff each shall have the authority to audit and monitor all contracts and contract related documents pertaining to activities under this Contract. The requirements of the DBE Program are applicable to the CONTRACTOR, its general contractors, third party contractors, and subcontractors and suppliers.
 - iii. CONTRACTOR shall be responsible for ensuring that proper documentation with regard to its utilization and payment of DBE subcontractors is maintained at all times and provided to COUNTY as required in this Article.
10. Energy Conservation. The CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The

CONTRACTOR further agrees to include a similar provision in each subcontract financed in whole or in part with federal assistance provided by FTA.

11. RESERVED

12. ~~RESERVED Termination for Convenience or Default. Palm Beach County may, as provided in Article 10, terminate this Contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the COUNTY or the Government's best interest. The CONTRACTOR shall be paid its costs, including contract close out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall not be entitled to any claim for lost or anticipated profits.~~

~~The CONTRACTOR shall promptly submit its termination claim to Palm Beach County. If the CONTRACTOR has any property in its possession belonging to the COUNTY, the CONTRACTOR will account for the same, and dispose of it in the manner the COUNTY directs. If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in the Contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of the Contract, Palm Beach County may terminate the Contract for default. The COUNTY shall terminate the Contract by default by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the Contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the Contract. If the Contract is terminated while the CONTRACTOR has possession of Palm Beach County-owned goods, the CONTRACTOR shall, upon direction of the COUNTY's contract administrator, protect and preserve the goods until surrendered to Palm Beach County or its agent. The CONTRACTOR and Palm Beach County shall agree on payment for the preservation and protection of goods. If, after termination for failure to fulfill Contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the COUNTY. This provision shall supplement Article 10 of this Agreement.~~

13. Recycled Products. If this Contract is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the purchaser or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the

CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873.

14. Government-wide Debarment and Suspension. If this Contract has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 49 CFR Part 29. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified, as defined at 49 CFR 29.940 and 29.945. The CONTRACTOR agrees to comply with, and assures compliance of each third-party CONTRACTOR and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.
15. Buy America. N/A
16. Breaches and Dispute Resolution. FTA Circular 4220.1F imposes the requirements at 49 CFR Part 18 upon all contracts in excess of \$100,000, which contain provision of conditions that allow for administrative, contractual, or legal remedies where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. Accordingly, should the provisions of the Contract not address a particular subject or issue involving disputes, performance during disputes, claims for damages, remedies, or rights and remedies, the CONTRACTOR agrees to comply with the provisions contained at 49CFR Part 18, and further agrees to include a similar provision in all subcontracts over \$100,000.
17. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401, et seq. The CONTRACTOR agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA regional office. The CONTRACTOR further agrees to include these requirements

in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.

18. Clean Water. If this Contract is valued at \$100,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to Palm Beach County and agrees that Palm Beach County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The CONTRACTOR also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with federal assistance provided by FTA.
19. Transit Employee Protective Agreements. The CONTRACTOR agrees to comply with applicable transit employee protective requirements, , and further agrees to include the applicable requirement(s) in each subcontract involving transit operations financed in whole or in part with federal assistance provided by FTA:
 - a. General Transit Employee Protective Requirements -- To the extent that FTA determines that transit operations are involved, the CONTRACTOR agrees to carry out the transit operations work on the underlying Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 USC 5333(b), COUNTY's 13(c) agreements and U.S. Department of Labor guidelines at 29 CFR part 215, and any amendments thereto to the extent applicable.
 - b. Transit Employee Protective Requirements for Projects for Elderly Individuals and Individuals with Disabilities - - The CONTRACTOR agrees to carry out the paratransit operations work on this Contract (the Scope of Work/Services) in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under the Contract and to meet the employee protective requirements of 49 USC 5333(b) and U.S. Department of Labor (DOL) guidelines at 29 CFR part 215, and any amendments thereto, to the extent they are applicable to CONTRACTOR's performance of this Contract. The

CONTRACTOR acknowledges its receipt of and familiarity with the document pertaining to COUNTY's 13(c) obligations as described in Section 2.25 of RFP 11-097R/SC, as amended, and the DOL's certifications. The CONTRACTOR must conduct its operations and provide services in compliance with terms and conditions of employment applicable to employees affected by the existing 13(c) agreement, DOL certifications under 49 USC 5333(b), 29 CFR Part 215 and applicable law. CONTRACTOR shall be responsible for the implementation of protective arrangements applicable to paratransit employees as required under the COUNTY's 13(c) Agreements, 49 USC 5333(b) and the DOL's certifications. The obligations described herein shall encompass employees of subcontractors and independent contractors to the extent required by law, COUNTY's 13 (c) Agreements, or DOL certifications.

c. Nonurbanized Areas - If the Contract involves transit operations financed in whole or in part with federal assistance authorized by 49 USC §5311, the CONTRACTOR agrees to comply with the terms and conditions of the Special Warranty for the Nonurbanized Area Program agreed to by the U.S. Secretaries of Labor and Transportation, dated May 31, 1979, and the procedures implemented by the U.S. Department of Labor or any revision thereto to the extent they are otherwise applicable to this Agreement.

20. Fly America. The CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41CFR Part 301-10, which provide that recipients and subrecipients of federal funds and their contractors are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The CONTRACTOR agrees to include this requirement in all subcontracts that may involve international air transportation.

21. Drug and Alcohol Testing. This Contract involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, the CONTRACTOR agrees to participate in Palm Tran's Drug and Alcohol testing program that complies with 49 CFR Part 655. In the event the CONTRACTOR subcontracts all or part of the transit service to a third party, a similar requirement including review and approval by the COUNTY's contract administrator must be included in any subsequent agreement. The CONTRACTOR further agrees to certify, prior to the commencement of services under the Contract and annually thereafter, compliance with current FTA regulations, including the submittal of the Management Information System (MIS) reports annually, to the COUNTY's representative/Liaison.
22. Privacy Act. This Contract involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of Palm Beach County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier. Accordingly, the CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying Contract. The CONTRACTOR also agrees to include the requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.
23. Charter Bus. The CONTRACTOR agrees to comply with 49 USC 5323(d) and 49 CFR Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally-funded equipment or facilities if there is at least one private charter operator willing and able to provide the service, except under one of the exceptions at 49 CFR 604.9.. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

24. School Bus Requirements. Pursuant to 49 USC 5323(f) and 49 CFR Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally-funded equipment, vehicles, or facilities.
25. HIPAA: The CONTRACTOR shall comply with all laws and regulations relating to medical confidentiality and patient privacy, including, without limitation, the Health Insurance Portability and Accountability Act of 1996 (UHIPAA) and the Health Information Technology for Economic and Clinical Health Act of 2009 (UHITECH), as they may be amended from time to time and the regulations promulgated thereunder by the Federal and State agencies responsible for their implementation.

The CONTRACTOR shall comply with the terms of Article 6, the standard "BUSINESS ASSOCIATE" Agreement as required by the COUNTY to implement the HIPAA regulations.

26. Use of Seat Belts: The CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies for its employees and other personnel that operate company owned, rented or personally operated vehicles.
35. That Article 33 of the Contract for Paratransit Services, entitled "Modification of Work" shall be amended as follows:

ARTICLE 33 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, or reductions therein, or additions thereto upon thirty (30) days notice provided CONTRACTOR is not in default; provided, however, that this provision does not impair the COUNTY's rights under paragraph 27.G. of Exhibit A, Scope of Work. Upon receipt by the CONTRACTOR of the COUNTY's notification of a contemplated change, the CONTRACTOR 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 CONTRACTOR's ability to meet the completion dates or schedules of this Contract.

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

36. That Article 34 of the Contract for Paratransit Services, entitled "No Intended Third Party Beneficiaries" **shall remain unchanged.**
37. That Article 35 of the Contract for Paratransit Services, entitled "Notice" **shall remain unchanged.**
38. That Article 36 of the Contract for Paratransit Services, entitled "Entirety of Contractual Agreement" **shall remain unchanged.**
39. That Article 37 of the Contract for Paratransit Services, entitled "Regulations; Licensing Requirements" **shall remain unchanged.**
40. That the Guarantee of the Contract for Paratransit Services **shall remain unchanged.**
41. That paragraph number 1 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Services" shall be amended as follows:

1. **SERVICES**

CONTRACTOR shall provide paratransit services under the following two (2) scenarios:

1. Dedicated Service
 - a. Vehicles may, but are not required to be, solely dedicated to CONNECTION service. All vehicles used shall be dedicated solely to use by CONNECTION.
 - b. CONNECTION will schedule all trips for the dedicated services onto the CONTRACTOR's routes/vehicles.
 - c. The CONTRACTOR shall be compensated on a revenue hour basis for service provided on dedicated vehicles. Revenue hours of service is defined as the time from the first passenger pick-up to the last passenger drop-off, less any breaks.

2. Non-Dedicated Service

- a. Vehicles may, but are not required to be, solely dedicated to CONNECTION service.
- b. ~~RESERVED The CONTRACTOR shall schedule all non-dedicated trips.~~
- c. Non-dedicated services shall be provided under a flexible delivery Model which may include the use of sub-contractors, and/or independent contractors (also referred to as "taxis"). These trips will typically include trips provided prior to 7:00 a.m., after 5:00 p.m., hard to provide weekday trips, and most, if not all, weekend trips.
- d. CONTRACTOR will be compensated at the rate of \$2.15 per mile based on the mileage of each individual trip, as supplied by the Trapeze Paratransit Software, which is based on Palm Beach County Map distances plus 6% (conversion of triangulated miles to street miles). ~~This calculation will be re-evaluated on an annual basis.~~

42. That paragraph number 2 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Standard Operating Procedures" **shall remain unchanged.**

43. That paragraph number 3 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Level of Assistance to be Provided" **shall remain unchanged.**

44. That paragraph number 4 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Boarding Time" **shall remain unchanged.**

45. That paragraph number 5 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Scheduled Pick-Up Window" **shall remain unchanged.**

46. That paragraph number 6 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "On-Time Performance" shall be amended as follows:

6. ON-TIME PERFORMANCE

A. The CONTRACTOR shall be considered to be on-time when:

- 1. The customer arrives to their destination prior to the scheduled appointment time.

2. When an appointment time is not given, the vehicle arrives to transport a customer within the scheduled pick-up window as shown on the vehicle manifest/schedule.
- B. On-time performance will be measured from data received from completed driver manifests/schedules, and may be verified, at CONNECTION's sole discretion, with data from any form of monitoring, such as "Where Is My Ride" calls, and from customer satisfaction surveys.
- C. The CONTRACTOR shall be charged with a missed trip when its vehicle arrives to transport a customer more than ~~forty-five (45)~~ sixty (60) minutes after the close (end) of the pick-up window or more than ~~thirty (30)~~ sixty (60) minutes after the requested appointment time (arrival time).
47. That paragraph number 7 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Transporting Packages" **shall remain unchanged.**
48. That paragraph number 8 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Transporting Service Animals" **shall remain unchanged.**
49. That paragraph number 9 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Transporting Pets" **shall remain unchanged.**
50. That paragraph number 10 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Transporting Children" **shall remain unchanged.**
51. That paragraph number 11 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Personal Care Attendants and Companions" **shall remain unchanged.**
52. That paragraph number 12 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Passenger Fares" **shall remain unchanged.**
53. That paragraph number 13 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Drug and Alcohol Testing" **shall remain unchanged.**
54. That paragraph number 14 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Removal of Personnel" **shall remain unchanged.**
55. That paragraph number 15 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Personnel Records" **shall remain unchanged.**

56. That paragraph number 16 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Project Manager" **shall remain unchanged.**
57. That paragraph number 17 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Road Supervisors" **shall remain unchanged.**
58. That paragraph number 18 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Scheduling" shall be amended as follows:

18. **SCHEDULING**

A. **Dedicated Service**

1. CONNECTION will schedule ~~the dedicated~~ all service.
2. CONNECTION will provide the CONTRACTOR with vehicle manifests for all dedicated service runs.
3. Adjustments of trips on dedicated vehicle routes cannot be made without CONNECTION approval unless moved to other dedicated vehicle routes.
4. Trips cannot be moved from dedicated to non-dedicated vehicles without CONNECTION's approval.
5. The CONTRACTOR is prohibited from transporting anyone on a dedicated service vehicle not specifically authorized by CONNECTION, in the performance of this Contract. All non-CONTRACTOR personnel on the vehicle must be reported as customers, escorts or PCA's.
6. The CONTRACTOR shall not assign a trip(s) to any route which has the effect of initiating service before the CONNECTION assigned start time established on the original daily manifest/schedule or extending the end of the CONNECTION scheduled route by more than fifteen (15) minutes beyond the scheduled route end time without having first obtained CONNECTION's approval.
7. The CONTRACTOR shall not be compensated for any revenue service hours beyond those scheduled by CONNECTION on the original manifest/schedule presented to the CONTRACTOR for each day of service unless the additional hours are requested by CONNECTION to meet additional demand or result from incidents that require an

additional vehicle(s) to be placed into service as a result of no fault of the CONTRACTOR.

8. CONNECTION will not compensate the CONTRACTOR for any additional service hours that result from the CONTRACTOR's failure to meet CONNECTION's service requirements as initially scheduled or established in the original daily manifest/schedule for each route.
9. CONNECTION will not schedule any route that exceeds twelve (12) driving hours, including deadhead.
10. The CONTRACTOR shall not be paid for scheduled idle time, lunches, breaks, the time between split shifts, personal time or time lost in which the route is out of service including vehicle breakdown which exceed one (1) hour.
11. The CONTRACTOR must schedule a lunch/break for any driver whose down time exceeds one (1) hour on CONNECTION scheduled routes. Connection will pre-schedule all dedicated routes with one-hour break, which may be adjusted as necessary to facilitate service delivery, but said one-hour break may not be removed.
12. All routes six or more hours in length must have a minimum one hour break unless otherwise approved by CONNECTION.
13. All dedicated service is to be provided on approved vehicles only.

B. Non-Dedicated Service

- a. The CONTRACTOR shall schedule non-dedicated service. The COUNTY shall schedule non-dedicated service. CONTRACTOR shall compensate COUNTY for the scheduling of non-dedicated services in the amount of One Thousand One Hundred Fifty-four Dollars (\$1,154.00) for each week of the Contract. (On an annualized basis, the sum due COUNTY for scheduling services shall be Sixty Thousand Eight Dollars (\$60,008.00)). Each weekly invoice submitted by CONTRACTOR to COUNTY for payment for services rendered under the Contract shall be reduced by the amount of One Thousand One Hundred Fifty-four Dollars (\$1,154.00) and shown as an offset or reduction in the total sum due CONTRACTOR for services invoiced.

- b. The CONTRACTOR shall provide CONNECTION with a list of all information required by CONNECTION on all the scheduled trips to be provided by the non-dedicated service including, but not limited to scheduled pick-up/drop-off times, mileage and company/driver/vehicle that this work was assigned to.
- c. The CONTRACTOR may adjust pickups times within the pickup window as needed to facilitate multi-loading. The CONTRACTOR may adjust the pickup up to fifteen (15) minutes outside of the window, as long as the customer is informed of the change and the customer approves the change. The new pickup time must be reflected in the Trapeze Paratransit Management Software, as well as a note that the customer has been notified of the change. The pickup time may not be changed to an extent which will cause the customer to arrive late to their appointment or arrive prior to the facility opening. The pickup time may not be changed to an extent which will cause the customer to arrive late to their appointment or arrive prior to the facility opening.
- d. The work scheduled and the unscheduled trips shall be provided to the CONTRACTOR for scheduling by 6:00 p.m., the day prior to the operating day.
- e. Trip requests are taken five days in advance. The contractor may pre-schedule trips with the understanding that any and all information is subject to change and is not final until 6:00 pm the day before the date of service.
- f. Travel time shall not exceed a reasonable length of time with a maximum of two (2) hours.
- g. RESERVED ~~The CONTRACTOR may perform the scheduling functions from within the dispatch center, if needed.~~
- h. The CONTRACTOR shall provide a sufficient number of qualified and trained staff to review, refine and adjust all run start and end times and trips scheduled prior to the service day for work assigned to non-dedicated routes. This includes having the capability to initiate call-backs of passengers as needed to adjust scheduled services, monitor and adjust service resources to maximize system efficiency and performance, and analyze service performance.

59. That paragraph number 19 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Driver and Road Supervisor Qualifications" **shall remain unchanged.**
60. That paragraph number 20 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Driver Duties" **shall remain unchanged.**
61. That paragraph number 21 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Driver Training" **shall remain unchanged.**
62. That paragraph number 22 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Dispatching" **shall remain unchanged.**
63. That paragraph number 23 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Dispatch Training" **shall remain unchanged.**
64. That paragraph number 24 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Dispatch and Radios" **shall remain unchanged.**
65. That paragraph number 25 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Training" **shall remain unchanged.**
66. That paragraph number 26 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Continuing Training Requirements" **shall remain unchanged.**
67. That paragraph number 27 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Vehicle Types" shall be amended as follows:

27. VEHICLE TYPES

- A. The CONTRACTOR is required to provide sufficient vehicles to meet its obligations under the provisions of this Contract. All of these vehicles must be in accordance with all requirements outlined herein.
- B. The CONTRACTOR is responsible for having sufficient capacity to transport all customers within the requirements of the Americans with Disabilities Act and as otherwise provided in this CONTRACT.
- C. The CONTRACTOR is responsible for having sufficient vehicles including accessible vehicles) so that all customers will be picked-up within fifteen (15) minutes of their requested time with actual

pickups to be completed within thirty (30) minutes of the scheduled pick-up time and drop-offs done prior to required time.

D. Dedicated Service:

1. The contractor will provide 90 (for the first year of the contract) ADA compliant cutaway type wheelchair accessible vehicles that accommodate at a minimum, six (6) ambulatory customers plus two (2) common wheelchair securement positions with a transit style front door and ambulatory stairwell. This does not include spare vehicles.
2. An additional, fifteen (15) vehicles will be cutaway vans that accommodate, at a minimum, twelve (12) ambulatory customers plus two (2) common wheelchair securement positions with transit style front door and ambulatory stairwell. This does not include spare vehicles.
3. An additional five (5) wheelchair equipped vehicles must have a lift size of thirty-four (34) inches wide by fifty-four (54) inches long.
4. Dedicated vehicles will be white in color with a distinctive teal stripe.

E. Non-Dedicated Service:

1. In addition to dedicated vehicle needs, the CONTRACTOR must supply vehicles which may or may not be dedicated solely to Palm Tran Connection service to accommodate the 25 to 40% non-dedicated service demand. Under this CONTRACT, Connection will take all trip reservations received for a given service day and schedule 60% to 75% of the trips (Dedicated Service).
2. A vehicle inventory must be supplied as stated in Section 3.4.1.
3. "High-top" style vehicles are not to be used in the performance of this Contract.
4. Connection recommends that the smallest vehicles are accessible minivans (1 wheelchair position and two or more ambulatory seats).

5. Fifty (50%) percent of non-dedicated vehicles must be wheelchair accessible vehicles. The CONTRACTOR must maintain the 50% wheelchair accessible vehicle requirement during all hours of operation and may not fall below 50% for any reason. This is inclusive of any/all work sub-contracted or operated by DBE providers.
6. Any sedan type vehicle used in performance of this Contract must be mid-size or full-size (preferred) with four doors.
7. Any minivan used in performance of this Contract must have both driver and passenger side doors, with side sliding doors preferred.

JF. ~~RESERVED Palm Tran's Executive Director, may at Palm Tran's sole discretion, on a year to year basis, authorize up to a five (5%) percent change in vehicle composition and/or fleet size to ensure compliance with ADA or based on changes in ridership.~~

KG. The CONTRACTOR, in order to meet increased demand, is required to provide additional vehicles and sufficiently trained drivers within TWENTY (20) DAYS, or such additional period of time as authorized by the COUNTY's contract representative not to exceed ninety (90) days, of receipt of written notice from CONNECTION. Nothing contained in this document shall preclude the COUNTY from adding additional contractors, if in the sole discretion of the COUNTY, the CONTRACTOR lacks sufficient capacity or is unable to provide the required additional capacity or if CONNECTION determines that program services will be improved by the addition of another CONTRACTOR.

68. That paragraph number 28 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Vehicle Standards" shall be amended as follows:

28. VEHICLE STANDARDS

The following applies to both Dedicated and Non-Dedicated service:

1. All accessible lift-equipped vehicles shall be equipped with a wide wheelchair lift or ramp that has thirty-four (34") inches of useable platform width and a minimum eight-hundred (800 lb.) pound weight capacity.
2. All 6/2 and 12/2 vehicles must be equipped with a manually operated, outward opening "transit style" door located opposite the driver. The door shall have a clear opening width of twenty-three

(23") inches (minimum) as measured from inside edge to inside edge of door frame and a full height of eighty-two (82") inches (minimum) clear "walk-in" headroom as measured from the top of the front first step to the entrance header. All seats on board every vehicle must be equipped with either armrests or padded grab handles.

3. The CONTRACTOR is required to display the CONNECTION logo whose design will be provided by CONNECTION. The CONTRACTOR shall purchase and install the logos. The vehicle shall also display the CONTRACTOR's name, telephone number and a "Vehicle Identification Number" on the exterior of the vehicle, in two (2") inch black letters. The exact specifications for placement will be determined by CONNECTION. The logo may be a temporary type for all non-dedicated vehicles.
4. The CONTRACTOR may allow advertising on the rear of the vehicle and the interior only. The CONTRACTOR is prohibited from displaying any advertising material on the exterior and interior of any vehicle performing work on this Contract, until approved by CONNECTION. The CONTRACTOR must supply CONNECTION with any records associated with any advertising and an advertising financial statement. Advertising is at the sale discretion of the CONTRACTOR.

Advertising is not permitted which is libelous, slanderous, obscene, salacious, unlawful, shows tobacco products, or liquor of any type, political messages, or any advertising which the County determines to be inappropriate.

5. The wheelchair securement system must comply with the Americans with Disabilities Act, (ADA) SAEJ2249 and ISO 10542, as they may be amended from time to time. Wheelchair securement system belts must be retractable to prevent accidental tripping and swivel to accommodate wheelchairs of various widths. Wheelchair securement system securing retractors must be self-locking and self-tensioning to automatically take up slack which does not require the driver to manually adjust tension with a "J" shape end for ease of use. All four (4) wheelchair securement system securing retractors must be the same size and shape to be interchangeable to avoid placement confusion. The occupant restraint system must have an emergency locking retractor with retractable height adjuster. Wheelchair securement systems must be of an "L" track design or such other system approved by the COUNTY's Contract Representative. All wheelchair securement systems will accommodate forward facing mobility devices.

6. It is preferred that all ambulatory seating shall be forward facing. Rear facing ambulatory seats will only be used as a last option within the vehicle.
7. Vehicle lifts may be either rear or side loading.
8. Vehicle suspension system must assure for a comfortable ride for all passengers.
9. All vehicles must meet all requirements of the Americans with Disabilities Act including lifts, ramps and entrance ways.
10. Each vehicle shall have an interior rear view mirror and side view mirrors mounted on both sides of the vehicle and will have unobstructed vision on all sides. Each vehicle shall have sufficient functioning lights within the interior compartment and shall have a functioning horn and all standard equipment safety features (e.g., hazard flashers, etc.) shall be maintained in operable condition. Flooring (aisles, steps, and floor areas) must be slip resistant to ensure customer safety.
11. Each vehicle shall have functioning mechanisms that ensure all doors are capable of being opened from the inside, and remain closed and secure while the vehicle is in motion.
12. Each vehicle must have a working air conditioning system and its performance is of paramount importance to CONNECTION. Particular attention should be directed to the high summer temperatures, and humidity factors found in Palm Beach County, Florida. The performance of the air conditioning system offered shall be maintained to the manufacturer's specifications and demonstrated to CONNECTION's satisfaction.
13. Each vehicle shall have a functioning speedometer, properly calibrated, indicating speed in miles per hour and an accurate functioning odometer indicating distance traveled in units of tenths of a mile.
14. CONNECTION reserves the right to remove any non-compliant vehicle from service at the cost of the CONTRACTOR. All vehicles must be re-inspected by CONNECTION before being put back into service. Service provided on a vehicle not authorized by CONNECTION shall not be paid for the service performed until the re-inspection has been completed, and the CONTRACTOR shall be

subject to an assessment of Liquidated Damages for each day the vehicle is not in service.

15. Vehicles are forbidden from being fueled while in revenue service or with customers on board. If the CONTRACTOR is found fueling during revenue service the vehicle will be considered a non-compliant vehicle and shall not be paid for the revenue hours associated with the fueling.
16. ~~RESERVED Sedan and minivan type vehicles shall be no older than seven (7) model years of age or exceed 250,000 miles.~~
17. ~~RESERVED All other vehicles shall not exceed five (5) model years of age any time during the term of the contract or exceed 250,000 miles.~~
18. Any vehicle older than three (3) model years of age must be re-inspected no less than semi-annually which is in addition to all other required inspections.
19. Vehicles not dedicated to CONNECTION service must be in full compliance with local vehicle for hire ordinances.
20. All vehicles must be inspected by CONNECTION's staff prior to providing service under this Contract. CONNECTION reserves the right to remove any non-compliant vehicle from service at the cost of the CONTRACTOR. All vehicles must be re-inspected by CONNECTION's staff before being put back into service. Service provided on a vehicle not authorized by CONNECTION will not be paid for the service performed until the inspection has been completed, and the CONTRACTOR shall be subject to an assessment of Liquidated Damages for each day the vehicle is in service.
21. No vehicle shall be operated without all required safety equipment on board at all times.
22. All vehicles must be free of all body damage while in service. Only vehicles with minor body damage that do not affect the safety or performance of the vehicle may be placed into and used in service if a written waiver of the requirement that the vehicle be free of all body damage while in service has been obtained in advance of the vehicle being placed into service from CONNECTION's Contract Representative. A waiver may not be granted for a period in excess of fourteen (14) calendar days. Any vehicle found to have

body damage without a written waiver or placed in service in excess of said fourteen (14) day period shall constitute an event of Contract non-compliance and the CONTRACTOR shall be subject to an assessment of Liquidated Damages for each day the vehicle is in service. Payment shall not be made for services provided on a non-compliant vehicle.

23. Passenger compartments shall be free from torn or excessively worn floor coverings or upholstery. Seats shall not be broken, damaged or have protruding sharp edges.
24. Each dedicated vehicle shall have an interior sign stating that smoking on the vehicle is strictly prohibited and that eating and drinking are prohibited unless medically necessary.
25. CONNECTION shall provide interior placards for each dedicated vehicle that state a toll-free telephone number and address for lodging complaints/commendations is available. These are to be posted inside each vehicle at the location specified by CONNECTION.
26. The CONTRACTOR must maintain a current list of active/inactive vehicles for the CONNECTION program and report them to CONNECTION staff on a weekly basis, or as often as requested.
27. If a dedicated vehicle breaks down or is involved in an accident while in service, the CONTRACTOR shall dispatch a back-up vehicle to the site of the breakdown. The back-up vehicle shall be dispatched and placed in route within fifteen (15) minutes of breakdown notification.
28. All vehicles must be inspected by CONNECTION prior to providing service under this Contract. CONNECTION reserves the right to remove any noncompliant vehicle from service at the cost of the CONTRACTOR. All vehicles must be re-inspected by CONNECTION staff before being put back into revenue service. Service provided with a vehicle not authorized by CONNECTION staff will not be compensated for trips performed. Additionally, the CONTRACTOR shall be subject to an assessment of Liquidated Damages for each day the vehicle is in service.
29. A dry chemical, type A-B-C fire extinguisher with a minimum of a five (5) pound capacity equipped with a pressure gauge, mounted and easily accessible to the driver.

30. A non-expired 'First Aid kit as specified by the Florida Department of Transportation, Public Transit Office, Technical Specifications for Modified Vans (Document FVPP00-01-MV), shall be mounted in each vehicle at a location easily accessible to the driver.
 31. Three (3) safety triangles secured in a convenient location which will not interfere with passengers.
 32. Blood borne pathogen spill kit ("Bio-Hazard Kit").
 33. Emergency web-cutter.
 34. Seatbelts for all occupants of the vehicle including the driver.
 35. A "posey belt" for each wheelchair position. This is a single belt which provides a securement of the wheelchair rider in the wheelchair separate and in addition to the vehicle's seat belt system and the requirements of the ADA
 36. Any other equipment, agent, product or material required by Federal, State or local law or required by CONNECTION.
 37. CONTRACTOR will remove from service vehicles with 350,000 miles or greater, and place into service existing lower mileage vehicles pursuant to Article 7.D..
69. That paragraph number 29 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Vehicle Inspections" **shall remain unchanged.**
 70. That paragraph number 30 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Vehicle Files" **shall remain unchanged.**
 71. That paragraph number 31 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Required Vehicle Maintenance Procedures" **shall remain unchanged.**
 72. That paragraph number 32 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Accidents and Incidents" **shall remain unchanged.**
 73. That paragraph number 33 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Vehicle Manifests/Schedules" **shall remain unchanged.**

74. That paragraph number 34 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Delivery of Completed Vehicle Manifests/Schedules" shall be amended as follows:

34. DELIVERY OF COMPLETED VEHICLE MANIFESTS/SCHEDULES

- A. The CONTRACTOR is required to provide an invoice, in addition to all completed vehicle manifests for each week (Sunday through Saturday) supporting documentation to CONNECTION by the close of business on the second Friday after the completion of the billing period. Information received for any prior week's service will not be considered for payment in the current invoice or any subsequent invoice. The completed invoice shall include the following information:
1. The total number of billable units (i.e. revenue hours, revenue miles) and the CONTRACTOR's billable rate for each type of billing unit.
 2. The total amount due to the CONTRACTOR based on the CONTRACTOR's unit rate multiplied by the number of billable units for each type of billing unit.
 3. The amount of total fares collected and amount of cash fares retained.
 4. The number of paratransit tickets being returned by the CONTRACTOR.
 5. The returned paratransit tickets shall be clearly stamped with "Cancelled" on the front of each ticket. The stamp will indicate that the ticket was used and should be stamped in the middle of the ticket and be large enough to prevent the reuse of the ticket.
 6. Any fuel escalation/de-escalation costs/charges.
 7. The adjusted total amount which the CONTRACTOR is requesting from CONNECTION as payment.
- B. CONTRACTOR shall include all paratransit tickets collected with this invoice.
- C. If the CONTRACTOR fails to meet the standard for the timely submission of vehicle billing/manifests for three (3) or more consecutive months, the CONTRACTOR is in breach of its contract with CONNECTION and is subject to the default provisions of the Contract.

- D. Invoice documentation shall be provided consisting of all manifests, paratransit tickets, and any other supporting documents.
- E. Once CONNECTION receives the CONTRACTOR's invoice and all required documentation, CONNECTION will verify the information on the CONTRACTOR's invoice.
- F. If there is a discrepancy, CONNECTION will work with the CONTRACTOR to resolve the discrepancy.
- G. CONNECTION shall pay the CONTRACTOR based on the CONTRACTOR's unit rate multiplied by the number of billable units for each type of billing unit and adjusted for cash fares retained, liquidated damages adjustments and any fuel escalation/de-escalation costs/charges.
- H. ~~Invoices received from the CONTRACTOR pursuant to this Contract for services rendered in conformity with its provisions will be reviewed, and approved, and paid pursuant to Article 4.B. of this Settlement Agreement, by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract, which will normally take two (2) weeks. Approved invoices will be sent to the COUNTY's Finance department for payment. No payment inquiries will be responded to until the three (3) week processing time has passed. Invoices will normally be paid within thirty (30) days following the COUNTY's representative's approval. Notwithstanding the foregoing, the CONTRACTOR may request an alternative payment plan and COUNTY agrees that it will discuss the CONTRACTOR'S plan with the Clerk and Comptroller; provided if COUNTY first determines that the payment plan is feasible.~~
- I. Approved invoices will be considered certified, complete and accurate.
- J. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR shall clearly state "final invoice" on the CONTRACTOR's final/last billing to CONNECTION. This shall constitute the CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to CONNECTION. Any further charges, if not properly included on this final invoice, are waived by the CONTRACTOR.

75. That paragraph number 35 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Comments and Commendations" **shall remain unchanged.**

76. That paragraph number 36 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Computer Hardware and Software Requirements" **shall remain unchanged.**
77. That paragraph number 37 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Reports" **shall remain unchanged.**
78. That paragraph number 38 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Other Responsibilities" **shall remain unchanged.**
79. That paragraph number 39 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Service Standards" **shall remain unchanged.**
80. That paragraph number 40 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Liquidated Damages (LQD)" shall be amended as follows:

40. LIQUIDATED DAMAGES (LQD)

- A. CONTRACTOR represents and agrees that the damages that will be sustained as a result of the CONTRACTOR's breaches as described below are not readily ascertainable, that the sums as described below as liquidated damages for such breaches are reasonable and appropriate given the uncertain nature of the damages that will be sustained by CONNECTION, and that said liquidated damages are not a penalty.
- B. If the CONTRACTOR fails to perform the services within the time specified or at the level of performance specified in this Contract, the CONTRACTOR shall, in place of actual damages, pay to CONNECTION liquidated damages as specified below herein, subject to Article 21 of the Contract as amended by this Settlement Agreement.
- C. CONNECTION will deduct (collect) the payment for assessed liquidated damages from monies due or to become due thirty (30) calendar days after notification of the assessment for those liquidated damages assessed after the effective date of this Settlement Agreement.
- D. If the COUNTY terminates this Contract in whole or in part under the Default clause, the CONTRACTOR is liable for liquidated damages accruing until the date of termination and service ceases.

- E. The CONTRACTOR shall not be charged with liquidated damages when the delay or lack of performance is beyond the control and without the fault or negligence of the CONTRACTOR as defined in Article 10, Section ~~CB~~.3. of this Contract. There is no negotiation of valid LQDs. The CONTRACTOR may appeal a LQD and CONNECTION will review. If the LQD is determined to be not valid, funds will be returned. ~~it will not be assessed.~~
- F. On-Time Performance Liquidated Damages: CONTRACTOR shall maintain an acceptable on-time performance rate of at least ninety-one (91%) percent and shall not establish a pattern of untimely pick-ups. The on-time performance goal is based on the number of completed trips either a) arrived to the destination prior to the requested arrival time or b) picked up within the negotiated pickup window. On-time performance will be determined based upon a review of all service for the calendar month. The only trips not tracked for on-time performance will be those performed as part of declared emergencies or evacuations. Failure to meet on-time performance standards for ~~three (3) or more consecutive months or~~ any month where on-time performance falls below eighty-five (85%) percent shall be considered a breach of Contract. Liquidated Damages will be assessed in the amount of Five Thousand Dollars (\$5,000.00) for any month which on-time performance falls below ninety-one (91%) percent.
- G. Complaint Ratio Liquidated Damage: Complaints will be tallied each month indicating the total number of valid complaints. The complaint ratio standard is established at 2.00 complaints per one thousand (1,000) completed trips in a given month. Complaint Ratio liquidated damages in the amount of Twelve One Thousand Two Hundred Dollars (\$1,200.00) shall be assessed when the CONTRACTOR's number of valid complaints divided by the number of trips performed per one thousand (1,000) completed trips for any given month reaches 3.0 or higher as documented by CONNECTION's Monthly Complaint Summary and backup documentation. ~~Failure to meet complaint ratio standards for three (3) or more consecutive months or any month where the complaint ratio exceeds 3.00 complaints per 1,000 trips shall be considered a breach of Contract.~~
- H. Drivers: All drivers (or records) found to be out of compliance with the terms of this Contract must be re-inspected prior to being put

into or returned to service. This includes all required driver records, drug and alcohol testing, uniforms, ID badge, licenses, registration and training. ~~Payment will not be made for service provided by a non-approved and/or non-compliant driver.~~ Each instance of CONTRACTOR's non-compliance in this area shall be assessed liquidated damages of Sixty Dollars (\$60.00) per individual driver.

- I. Vehicles: All vehicles found to be out of compliance with the terms of this Contract must be re-inspected prior to being put into or returned to service. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, and accident damage and vehicle condition. ~~Payment will not be made for service provided by a non-approved and/or non-compliant vehicle.~~ Each instance of CONTRACTOR's non-compliance in this area shall be assessed liquidated damages of Sixty Dollars (\$60.00) per non-compliant vehicle.
- J. Service Delivery Liquidated Damage: The CONTRACTOR shall be assessed liquidated damages of Sixty Dollars (\$60.00) per incident, unless otherwise stated, for each of the below situations for each service delivery violation.
 1. Dwell (Waiting) Time: Drivers are required to wait for a client at a pickup point for a minimum of five (5) minutes.
 2. Customer Assistance: Drivers failing to provide required assistance to a customer.
 3. Improper Drop-off: Customers who are dropped off at the wrong address.
 4. Missed Trips: A trip that was not performed regardless of the reason for non-performance or was performed more than one (1) hour after the end of the pickup window.
 5. No-Show Tags: Failure of the driver to leave a No-Show tag as required.
- K. Reports: Failure of the CONTRACTOR to timely submit to CONNECTION a required report, response or document which may include, but not be limited to, monthly reports, operating summaries, employee rosters, lists, accidents, service data summaries, complaint responses, accident reports, failure to

maintain the Trapeze Paratransit Software in real time and National Transit Database reports, shall result in the assessment of liquidated damages against the CONTRACTOR in the amount of Forty-Five Dollars dollars (\$45.00) per day for every day the report/response document is submitted untimely. Reports/response documents deemed by CONNECTION to be incomplete and/or inaccurate shall be considered untimely.

- L. Failure of the CONTRACTOR to respond to ninety-one percent (91%) of estimated time of arrival (ETA) requests within fifteen (15) minutes of the issuance of the request shall result in a liquidated damage of Ten Dollars (\$10.00) per unresponsive ETA.
- M. Failure of the CONTRACTOR to notify CONNECTION of any individual who no longer needs service for any reason will result in liquidated damage in the amount of Fifty Dollars (\$50.00) per day, per customer. Notification must be made through the Remedy System, or alternative. This includes customers who have moved, customers who have passed away, customers whose treatment has ended, etc.
- N. Notwithstanding the assessment and payment, by the CONTRACTOR, of liquidated damages, CONNECTION reserves the right to default the CONTRACTOR for cause if the CONTRACTOR demonstrates a pattern of substandard performance or fails to perform any provision of the Contract. ~~Patterns of substandard performance may include but are not limited to: three (3) or more consecutive months of assessment of liquidated damages for the same issue or assessment of liquidated damages exceeding One Hundred Thousand Dollars (\$100,000.00) in any twelve (12) month period.~~

- 81. That paragraph number 41 of the Exhibit A, Scope of Work/Services, to Contract No. 11-097R/SC entitled "Additional Requirements of CTD Grantees" **shall remain unchanged.**
- 82. This Settlement Agreement shall be effective upon proper execution by all parties hereto and shall remain in effect through the contract term ending on January 31, 2015 and any extensions thereafter.
- 83. It is the desire of the COUNTY and CONTRACTOR that CONTRACTOR shall be the only work/service provider for Paratransit Services during the transition period through January 31, 2015; provided, however, that nothing herein shall prevent the COUNTY from contracting for services with a third party.

84. CONTRACTOR agrees that it shall endeavor to have its former officer, Cullan Meathe, execute the Waiver and Release of Claims form attached hereto as Attachment 2, and that it shall provide the executed Waiver and Release of Claims form to COUNTY's Contract Representative upon execution of this Settlement Agreement or such additional period of time thereafter as may be allowed by COUNTY's Contract Representative. CONTRACTOR expressly acknowledges that it has been adequately and fully compensated for this waiver and release of claims and that this waiver and release is intended to be a full and final bar to CONTRACTOR's former officer pursuing any claims against the COUNTY and Palm Tran, Inc. and all of their respective current and former officers, employees, servants and elected and appointed officials in any forum whatsoever.

CONTRACTOR does hereby waive, acquit, release, indemnify and forever discharge the COUNTY and Palm Tran, Inc., including all of their respective current or former officers, employees, servants, elected and appointed officials, and in their personal and official capacities, (collectively referred to in this paragraph as "COUNTY") from and against any and all actions, causes of actions, suits, debts, claims or demands, of any kind or nature, whether known or unknown, that CONTRACTOR, its successors or assigns, representatives, current and/or former officers, employees, servants or agents had, have, or may have against the COUNTY, including but not limited to all actions, causes of actions, suits, debts, claims or demands that are connected to, arise out of, or are related in any manner whatsoever, to the Contract or the acts, activities or failures to act of COUNTY from the date of Contract award through the expiration date of this Contract, as amended by this Settlement Agreement. CONTRACTOR expressly acknowledges that it has been adequately and fully compensated for this waiver and release. CONTRACTOR further agrees that in consideration of the County's waiver of certain liquidated damages assessed under the Contract and the Contract modifications described in this Settlement Agreement that it will execute and deliver to COUNTY's Contract Representative, the Waiver and Release of All Claims form attached hereto as Attachment 3 simultaneously with its receipt of payment due under Article 4 of the Contract for its Final Invoice. CONTRACTOR further understands, acknowledges and agrees that this waiver and release is a full and final bar to CONTRACTOR pursuing any and all claims against the COUNTY in any forum whatsoever.

85. CONTRACTOR will retain key personnel including a Project Manager and a Maintenance Manager through January 31, 2015.
86. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this document that are not contained in this document. Accordingly, the parties agree that no

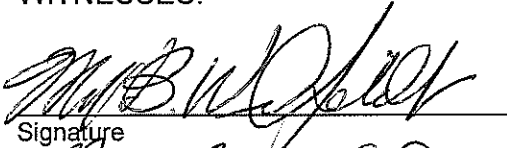
deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

87. The parties acknowledge that consideration exists to support the affirmations, promises and modifications made to the Contract.
88. Preparation of this Settlement Agreement to the Contract has been a joint effort of COUNTY and CONTRACTOR, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.
89. Each individual executing this Settlement Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Settlement Agreement and First Amendment, duly authorized by all necessary and appropriate action to execute this Settlement Agreement on behalf of such party and does so with full legal authority.
90. Except as amended herein, all other provisions of the Contract are hereby confirmed and shall remain in full force and effect.
91. Multiple copies of this Settlement Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

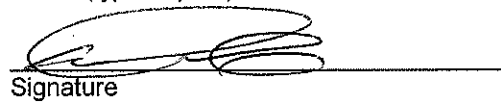
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IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Settlement Agreement Relating to the Contract for Paratransit Services on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

WITNESSES:


Signature

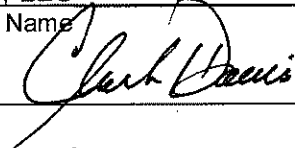
Mark B. Wood
Name (type or print)


Signature

DAMIEN TORRES
Name (type or print)

CONTRACTOR

METRO MOBILITY MANAGEMENT
GROUP, LLC
Company Name

By: 
Signature

CLARK J. DAVIS
Typed Name

MGK
Title

(corp. seal)

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

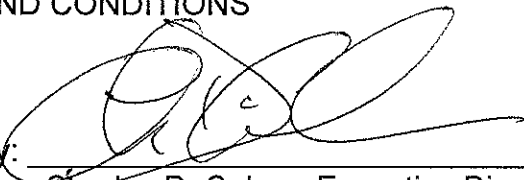
By: _____
Deputy Clerk

By: _____
Priscilla A. Taylor, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
Charles D. Cohen, Executive Director
Palm Tran

Metro Mobility Management Group, LLC

Schedule 1

Listing of Existing Palm Tran Fleet Vehicles Through January 31, 2015

Veh ID#	VIN	Year	Type
7104	1FDWE35S87DA20177	2007	Ford E350
7107	1FDWE35SX7DA51415	2007	Ford E350
7109	1FDWE35L97DB43768	2007	Ford E350
7112	1FDWE35L97DB43771	2007	Ford E350
7121	1FDWE35L77DB43767	2007	Ford E350
7127	1FDWE35L37DA87861	2007	Ford E350
7132	1FDWE35S17DB26339	2007	Ford E350
7133	1FDWE35L87DB43776	2007	Ford E350
7134	1FDSE35S57DA05246	2007	Ford E350
7138	1FDSE35S57DA12813	2007	Ford E350
7139	1FDWE35L37DB43765	2007	Ford E350
8000	1FD3E35L58DA15774	2008	Ford E350
8001	1FD3E35L78DA15775	2008	Ford E350
8003	1FD3E35L98DA15776	2008	Ford E350
8004	1FD3E35L08DB56381	2008	Ford E350
9004	1FDEE35L19DA16978	2008	Ford E350
212	1FDWE35L29DA42106	2009	Ford E350
213	1FDWE35L49DA42107	2009	Ford E350
214	1FDWE35LX9DA49739	2009	Ford E350
8005	1FDEE35L99DA17022	2009	Ford E350
8006	1FDEE35L59DA17020	2009	Ford E350
9000	1FDEE35L69DA03059	2009	Ford E350
9001	1FDEE35L29DA03060	2009	Ford E350
9002	1FDEE35L49DA03061	2009	Ford E350
9003	1FDEE35L29DA16987	2009	Ford E350
9005	1FDEE35L39DA16996	2009	Ford E350
9006	1FDEE35L29DA16990	2009	Ford E350
9007	1FDEE35L89DA16993	2009	Ford E350
9008	1FDEE35L09DA16986	2009	Ford E350
9009	1FDEE35L99DA16985	2009	Ford E350
9010	1FDEE35LX9DA16980	2009	Ford E350
9011	1FDEE35L69DA16989	2009	Ford E350
9012	1FDEE35L19DA16995	2009	Ford E350
9014	1FDEE35L39DA17002	2009	Ford E350
9015	1FDEE35L49DA17008	2009	Ford E350
9016	1FDEE35L99DA16999	2009	Ford E350
9017	1FDEE35L39DA16982	2009	Ford E350
9018	1FDEE35L59DA16997	2009	Ford E350
9019	1FDEE35LX9DA17014	2009	Ford E350
9020	1FDEE35L39DA16979	2009	Ford E350
9021	1FDEE35L39DA17016	2009	Ford E350
9022	1FDEE35L69DA17009	2009	Ford E350
9023	1FDEE35L29DA17010	2009	Ford E350
9024	1FDEE35L69DA17012	2009	Ford E350
9025	1FDEE35L89DA17013	2009	Ford E350
9026	1FDEE35L19DA17001	2009	Ford E350
9027	1FDEE35L49DA16988	2009	Ford E350
9028	1FDEE35L49DA17011	2009	Ford E350
9029	1FDEE35L79DA17018	2009	Ford E350
9031	1FDEE35L59DA16983	2009	Ford E350
9033	1FDEE35L19DA16981	2009	Ford E350
9034	1FDEE35LX9DA16977	2009	Ford E350
9035	1FDEE35L79DA16998	2009	Ford E350

Metro Mobility Management Group, LLC

Schedule 1

Listing of Existing Palm Tran Fleet Vehicles Through January 31, 2015

Veh ID#	VIN	Year	Type
9036	1FDEE35L79DA16984	2009	Ford E350
9037	1FDEE35L59DA17017	2009	Ford E350
9038	1FDEE35L59DA17003	2009	Ford E350
9039	1FDEE35L49DA16991	2009	Ford E350
9040	1FDEE35L69DA16992	2009	Ford E350
9041	1FDEE35L79DA17004	2009	Ford E350
9042	1FDEE35L99DA17005	2009	Ford E350
1270	1FDEE3FL6CDB04902	2012	Ford E450
1271	1FDEE3FL9CDA13445	2012	Ford E450
1272	1FDEE3FL3CDB15954	2012	Ford E450
1273	1FDEE3FL0CDB15961	2012	Ford E450
1274	1FDEE3FL8CDB13164	2012	Ford E450
1275	1FDEE3FL5CDB15955	2012	Ford E450
1276	1FDEE3FLXCDB13165	2012	Ford E450
1277	1FDEE3FL6CDB13163	2012	Ford E450
1278	1FDEE3FL5CDB04907	2012	Ford E450
1279	1FDEE3FL1CDB04905	2012	Ford E450
1280	1FDEE3FL8CDB19062	2012	Ford E450
1281	1FDEE3FL9CDB21970	2012	Ford E450
1285	1FDDE4FS8CDB05065	2012	Ford E450
1286	1FDDE4FS3CDB05068	2012	Ford E450
1287	1FDDE4FS1CDB05067	2012	Ford E450
1288	1FDDE4FS0CDB35628	2012	Ford E450
1289	1FDDE4FS9CDB35627	2012	Ford E450
1290	1FDDE4FS0CDB35631	2012	Ford E450
1291	1FDDE4FS1CDB05070	2012	Ford E450
1292	1FDDE4FS4CDB05063	2012	Ford E450
1293	1FDDE4FSXCDB05066	2012	Ford E450
1294	1FDDE4FS6CDB31521	2012	Ford E450
215	1FDEE3FL2DDB09726	2013	Ford E350
216	1FDEE3FL7DDB09723	2013	Ford E350
217	1FDEE3FL4DDB09730	2013	Ford E350
218	1FDEE3FLXDDB09733	2013	Ford E350
219	1FDEE3FL5DDB09722	2013	Ford E350
220	1FDEE3FL0DDB09725	2013	Ford E350
221	1FDEE3FL6DDB04870	2013	Ford E350
222	1FDEE3FL4DDB12773	2013	Ford E350
223	1FDEE3FL1DDB09720	2013	Ford E350
224	1FDEE3FL1DDB12763	2013	Ford E350
1282	1FDEE3FL8CDB21961	2013	Ford E450
1283	1FDEE3FL2CDB21955	2013	Ford E450
1284	1FDEE3FLXCDB21962	2013	Ford E450
1300	1FDEE3FL0DDA05817	2013	Ford E350
1301	1FDEE3FL7DDA26647	2013	Ford E350
1302	1FDEE3FL9DDA26648	2013	Ford E350
1303	1FDEE3FL0DDA15313	2013	Ford E350
1304	1FDEE3FL1DDA15319	2013	Ford E350
1305	1FDEE3FL8DDA15320	2013	Ford E350
1306	1FDEE3FL1DDA15322	2013	Ford E350
1307	1FDEE3FL3DDA15323	2013	Ford E350
1308	1FDEE3FL5DDA15324	2013	Ford E350
1309	1FDEE3FL7DDA15325	2013	Ford E350
1310	1FDEE3FL5DDA26646	2013	Ford E350

Metro Mobility Management Group, LLC

Schedule 1

Listing of Existing Palm Tran Fleet Vehicles Through January 31, 2015

Veh ID#	VIN	Year	Type
1311	1FDEE3FL0DDA26649	2013	Ford E350
1312	1FDEE3FL0DDA20530	2013	Ford E350
1314	1FDEE3FL8DDA29024	2013	Ford E350
1315	1FDEE3FLXDDA20535	2013	Ford E350
1316	1FDEE3FL8DDA20534	2013	Ford E350
1317	1FDEE3FL6DDA20533	2013	Ford E350
1318	1FDEE3FL4DDA20532	2013	Ford E350
1319	1FDEE3FL2DDA20531	2013	Ford E350
1320	1FDEE3FLXDDA15318	2013	Ford E350
1321	1FDEE3FL9CDA96245	2013	Ford E350
1322	1FDEE3FL0CDA96246	2013	Ford E350
1323	1FDEE3FL4CDA96248	2013	Ford E350
1324	1FDEE3FL4CDA96251	2013	Ford E350
1325	1FDEE3FL6CDA96252	2013	Ford E350
1326	1FDEE3FL8CDA96253	2013	Ford E350
1327	1FDEE3FLXCDA96254	2013	Ford E350
1328	1FDEE3FLXCDA96237	2013	Ford E350
1329	1FDEE3FL3CDA96242	2013	Ford E350
1330	1FDEE3FL5CDA96243	2013	Ford E350
1331	1FDEE3FL2CDA96247	2013	Ford E350
1332	1FDEE3FL6CDA96249	2013	Ford E350
1333	1FDEE3FL2CDA96250	2013	Ford E350
1334	1FDEE3FL1CDB96255	2013	Ford E350
1335	1FDEE3FL2CDB11135	2013	Ford E350
1336	1FDEE3FL4CDB11136	2013	Ford E350
1337	1FDEE3FL0CDB11134	2013	Ford E350
1338	1FDEE3FL6CDB11137	2013	Ford E350
1339	1FDEE3FL6CDB13258	2013	Ford E350
1340	1FDEE3FL4CDB13257	2013	Ford E350
1341	1FDEE3FL8CDB13259	2013	Ford E350
1342	1FDEE3FL4CDB13260	2013	Ford E350
1343	1FDEE3FL7CDB11132	2013	Ford E350
1344	1FDEE3FL9CDB11133	2013	Ford E350
Total # of Available Buses			139

Metro Mobility Management Group, LLC

Schedule 1

Listing of Existing Palm Tran Fleet Vehicles Through January 31, 2015

Veh ID#	VIN	Year	Type
601	2FAHP71W16X130220	2006	Crown Vic
610	2FAHP71W06X130273	2006	Crown Vic
611	2FAHP71W16X130315	2006	Crown Vic
612	2FAHP71W66X130360	2006	Crown Vic
619	2FAFP71W76X135137	2006	Crown Vic
622	2FAHP71W06X130211	2006	Crown Vic
4221	2FAHP71W86X130361	2006	Crown Vic
4372	2FAHP71W85X156233	2006	Crown Vic
4377	2FAHP71W16X100965	2006	Crown Vic
1259	523MF1A60CM101376	2012	MV-1
1200	523MF1A69CM101344	2012	MV-1
1201	523MF1A6XCM101336	2012	MV-1
1202	523MF1A67CM101343	2012	MV-1
1203	523MF1A69CM101330	2012	MV-1
1204	523MF1A66CM101334	2012	MV-1
1205	523MF1A63CM101338	2012	MV-1
1206	523MF1A69CM101361	2012	MV-1
1207	523MF1A63CM101324	2012	MV-1
1208	523MF1A69CM101375	2012	MV-1
1209	523MF1A67CM101326	2012	MV-1
1210	523MF1A64CM101347	2012	MV-1
1211	523MF1A62CM101329	2012	MV-1
1212	523MF1A65CM101339	2012	MV-1
1213	523MF1A63CM101369	2012	MV-1
1214	523MF1A64CM101333	2012	MV-1
1215	523MF1A68CM101321	2012	MV-1
1216	523MF1A61CM101368	2012	MV-1
1217	523MF1A63CM101419	2012	MV-1
1218	523MF1A69CM101425	2012	MV-1
1219	523MF1A67CM101407	2012	MV-1
1220	523MF1A67CM101391	2012	MV-1
1221	523MF1A66CM101429	2012	MV-1
1222	523MF1A61CM101399	2012	MV-1
1223	523MF1A61CM101435	2012	MV-1
1224	523MF1A6XCM101403	2012	MV-1
1225	523MF1A6XCM101417	2012	MV-1
1226	523MF1A65CM101437	2012	MV-1
1227	523MF1A68CM101397	2012	MV-1
1228	523MF1A66CM101401	2012	MV-1
1229	523MF1A67CM101388	2012	MV-1
1230	523MF1A61CM101421	2012	MV-1
1231	523MF1A64CM101395	2012	MV-1
1232	523MF1A60CM101393	2012	MV-1
1233	523MF1A66CM101477	2012	MV-1
1234	523MF1A62CM101444	2012	MV-1
1235	523MF1A61CM101449	2012	MV-1
1236	523MF1A68CM101481	2012	MV-1
1237	523MF1A66CM101446	2012	MV-1
1238	523MF1A69CM101442	2012	MV-1
1240	523MF1A69CM101439	2012	MV-1
1241	523MF1A68CM101464	2012	MV-1
1242	523MF1A65CM101440	2012	MV-1

Metro Mobility Management Group, LLC

Schedule 1

Listing of Existing Palm Tran Fleet Vehicles Through January 31, 2015

Veh ID#	VIN	Year	Type
1243	523MF1A6XCM101482	2012	MV-1
1244	523MF1A60CM101460	2012	MV-1
1245	523MF1A6XCM101479	2012	MV-1
1246	523MF1A65CM101504	2012	MV-1
1247	523MF1A62CM101525	2012	MV-1
1248	523MF1A61CM101533	2012	MV-1
1249	523MF1A69CM101487	2012	MV-1
1250	523MF1A63CM101498	2012	MV-1
1251	523MF1A63CM101520	2012	MV-1
1252	523MF1A64CM101509	2012	MV-1
1253	523MF1A69CM101540	2012	MV-1
1254	523MF1A60CM101538	2012	MV-1
1255	523MF1A6XCM101501	2012	MV-1
1256	523MF1A69CM101490	2012	MV-1
1257	523MF1A60CM101491	2012	MV-1
1258	523MF1A62CM101511	2012	MV-1
Total # of Available MV1's / Crown Victorias			68
Total # of Available Vehicles from Existing Fleet			207

Metro Mobility Management Group, LLC

Schedule 1A

Listing of PTG Replacement Vehicles Available to Replace Palm Tran Vehicles.

Veh ID#	VIN	Year	Type
NA	1GNDV23168D204848	2008	Chevrolet Uplander
NA	2A8HR44H18R626506	2008	Chry Town & Country
NA	1D8HN44H58B150215	2008	Dodge Caravan
NA	2D8HN44HX8R706178	2008	Dodge Caravan
NA	2FAFP71V18X161193	2008	Ford Crown Victoria
NA	2FAFP71V28X146606	2008	Ford Crown Victoria
NA	2FAFP71V28X178973	2008	Ford Crown Victoria
NA	2FAFP71V38X161213	2008	Ford Crown Victoria
NA	2FAFP71V58X155686	2008	Ford Crown Victoria
NA	2FAFP71V58X173010	2008	Ford Crown Victoria
NA	2FAFP71V68X101085	2008	Ford Crown Victoria
NA	2FAFP71V78X105632	2008	Ford Crown Victoria
NA	2FAFP71V88X120947	2008	Ford Crown Victoria
NA	2FAHP71V18X136612	2008	Ford Crown Victoria
NA	5TDZK22C98S133482	2008	Toyota Sienna
NA	5TDZK23C48S192597	2008	Toyota Sienna
NA	5TDZK23CX8S151083	2008	Toyota Sienna
NA	1D8HN44E19B509308	2009	Dodge Caravan
NA	1D8HN44E59B507092	2009	Dodge Caravan
NA	2D8HN44E59R541941	2009	Dodge Caravan
NA	2D8HN44E59R681987	2009	Dodge Caravan
NA	2D8HN44EX9R615077	2009	Dodge Caravan
NA	2FAHP71V59X103873	2009	Ford Crown Victoria
NA	2A4RR5D14AR492661	2010	Chry Town & Country
NA	2A4RR5D15AR382329	2010	Chry Town & Country
NA	2A4RR5D19AR375836	2010	Chry Town & Country
NA	2A4RR5DX2AR343640	2010	Chry Town & Country
NA	2D4CN1AE9AR339977	2010	Dodge Caravan
NA	2D4RN4DE1AR167354	2010	Dodge Caravan
NA	2D4RN4DE3AR168618	2010	Dodge Caravan
NA	2D4RN4DE5AR370439	2010	Dodge Caravan
NA	2D4RN4DE6AR303462	2010	Dodge Caravan
NA	2D4RN4DE8AR168646	2010	Dodge Caravan
NA	2D4RN4DE9AR218387	2010	Dodge Caravan
NA	2D4RN4DEXAR289887	2010	Dodge Caravan
NA	2D4RN5D12AR245398	2010	Dodge Caravan
NA	2D4RN5D14AR367678	2010	Dodge Caravan
NA	2D4RN5D15AR247257	2010	Dodge Caravan
NA	2FABP7BV9AX138988	2010	Ford Crown Victoria
NA	2A4RR5DG6BR638645	2011	Chry Town & Country
NA	2D4RN3DG4BR627393	2011	Dodge Caravan
NA	2D4RN4DG7BR618712	2011	Dodge Caravan
NA	2D4RN5DGXBR688887	2011	Dodge Caravan
NA	KNDMG4C75B6365271	2011	Kia Sedona
NA	5TDKK3DC5BS069517	2011	Toyota Sienna
NA	5TDZK3DCXBS039816	2011	Toyota Sienna
NA	1G1ZA5E05CF399122	2012	Chevrolet Malibu
NA	1G1ZG5E72CF273148	2012	Chevrolet Malibu
NA	2C4RC1BG1CR239934	2012	Chry Town & Country
NA	2C4RDGCG1CR160346	2012	Dodge Caravan
NA	2C4RDGCG5CR145462	2012	Dodge Caravan
NA	2C4RDGCG9CR201970	2012	Dodge Caravan
NA	2C4RDGCG9CR304614	2012	Dodge Caravan

Metro Mobility Management Group, LLC**Schedule 1A****Listing of PTG Replacement Vehicles Available to Replace Palm Tran Vehicles**

Veh ID#	VIN	Year	Type
NA	2C4RDGDG3CR113012	2012	Dodge Caravan
NA	2C4RDGDG4CR100690	2012	Dodge Caravan
NA	2C4RDGDG8CR108498	2012	Dodge Caravan
NA	2D4HN11E59R620367	2012	Dodge Caravan
NA	2C4RC1BG3DR594447	2013	Chry Town & Country
NA	2C4RDGBG6DR757088	2013	Dodge Caravan
NA	2C4RDGCG4DR528018	2013	Dodge Caravan
NA	2D4GP44L06R680067	2013	Dodge Caravan
NA	5TDKK3DC0DS384177	2013	Toyota Sienna
NA	5TDKK3DC2DS361905	2013	Toyota Sienna
Tota PTG Vehicles Available to Replace Palm Tran Vehicles			63

WAIVER AND RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

Cullan Meathe (referred to herein as "FIRST PARTY"), being of lawful age, for the sole consideration of _____, received from Metro Mobility Management Group, LLC (referred to herein as the "CONTRACTOR"), for the benefit of Palm Beach County and Palm Tran, Inc., the receipt and sufficiency whereof is hereby acknowledged, does hereby demise, waiver, release, acquit, satisfy and forever discharge Palm Beach County and Palm Tran, Inc., (collectively referred to herein as the "SECOND PARTY,") including any and all of SECOND PARTY's respective current and former officers, agents, employees, County Commissioners, affiliates, members, heirs, legal representatives, insurers, excess insurers, and assigns, jointly and severally, and in their personal and official capacities, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the FIRST PARTY ever had, now has, or which any personal representative, successor, heir or assign of said FIRST PARTY had, hereafter can, shall or may have, against SECOND PARTY, including but not limited to any and all causes of actions, claims or demands, of any kind or nature, whether known or unknown, that FIRST PARTY had, have, or may have connected to, arising out of, or related in any manner whatsoever, to the Contract for Paratransit Services by and between Palm Beach County and Metro Mobility Management Group, LLC, executed on June 26, 2012 (Contract) or the Settlement Agreement Relating to the Contract for Paratransit Services by and between Palm Beach County and Metro Mobility Management Group, LLC (Settlement Agreement), or to any acts, activities, or failures to act of the SECOND PARTY, whether or not related to or connected, in any manner whatsoever, to the Contract or the Settlement Agreement, or any acts, actions or failures to act of the FIRST PARTY, and for any and all manner of actions, claims, cause or causes of action or damages not included within the foregoing. FIRST PARTY expressly acknowledges that this waiver and release is intended to be a full and final bar to its pursuit of any and all manner of actions, claims, cause or causes of action or damages claims against the SECOND PARTY.

FIRST PARTY agrees and promises to defend, indemnify and save harmless SECOND PARTY, including the payment of all of SECOND PARTY's attorney's fees, expenses, and costs, from any request or demand for payment, including without limitation the filing of a claim or a lawsuit against SECOND PARTY.

FIRST PARTY hereby declares and represents that he has relied wholly upon his own judgment, and the judgment of his agents and attorneys in executing this WAIVER AND RELEASE, and further represents that he has not been influenced to any extent whatsoever in executing this WAIVER AND RELEASE by any representations or statements regarding the value of any claims, or the legal liability therefore, or regarding any other matters made by CONTRACTOR or SECOND PARTY or by any person or persons representing or employed by SECOND PARTY. FIRST PARTY further represents that the giving of this WAIVER AND RELEASE is not based upon, or induced by, any representations made by SECOND PARTY, its attorney, or by any person or persons representing or employed by SECOND PARTY. FIRST PARTY further represents that it has executed this RELEASE freely and voluntarily.

IN WITNESS HEREOF, I, Cullan Meathe, have hereunto set my hand and seal this ____ day of _____, 2014.

IN THE PRESENCE OF:

FIRST PARTY: Cullan Meathe

WITNESS

Signature

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing Waiver and Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this ____ day of _____, 2014, by _____, who [] is personally known to me; OR [] has produced _____ as identification; and who freely and voluntarily executed the Waiver and Release of All Claims for the purposes therein recited.

[seal]

Notary Public
My Commission Expires:

WAIVER AND RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

Metro Mobility Management Group, LLC, (referred to herein as "**FIRST PARTY**"), in consideration of Palm Beach County's waiver of certain liquidated damages assessed under the Contract for Paratransit Services (Contract No. 11-097R1SC) and the modifications thereto contained in the Settlement Agreement between Metro Mobility Management Group, LLC and Palm Beach County Relating to the Contract for Paratransit Services (referred to herein as the "Settlement Agreement"), the receipt and sufficiency of which is hereby acknowledged, does hereby demise, waiver, release, acquit, satisfy and forever discharge Palm Beach County and Palm Tran, Inc., (collectively referred to herein as the "**SECOND PARTY**," including any and all of **SECOND PARTY**'s respective current and former officers, agents, employees, County Commissioners, affiliates, members, heirs, legal representatives, insurers, excess insurers, and assigns, jointly and severally, and in their personal and official capacities, of and from all action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, of any kind or nature, whether known or unknown, which the **FIRST PARTY** ever had, now has, may have or which any personal representative, successor or assign of said **FIRST PARTY** had, hereafter can, shall or may have, against **SECOND PARTY**, including but not limited to any and all causes of actions, claims or demands, that **FIRST PARTY** had, have, or may have connected to, arising out of, or related in any manner whatsoever, to the Contract for Paratransit Services (Contract No. 11-097R1SC), as amended by the Settlement Agreement, or any acts, activities, or failures to act of the **SECOND PARTY**, whether or not related to or connected, in any manner whatsoever, to the Contract, and for any and all manner of actions, claims, cause or causes of action or damages not included within the foregoing. **FIRST PARTY** expressly acknowledges that this waiver and release is intended to be a full and final bar to its pursuit of any and all manner of actions, claims, cause or causes of action or damages claims against the **SECOND PARTY** in any forum whatsoever.

FIRST PARTY agrees and promises to defend, indemnify and save harmless **SECOND PARTY**, including the payment of all of **SECOND PARTY**'s attorney's fees, expenses, and costs, from any request or demand for payment, including without limitation the filing of a claim or a lawsuit against **SECOND PARTY**.

FIRST PARTY hereby declares and represents that it has relied wholly upon its own judgment, and the judgment of its agents and attorneys in executing this Waiver and Release, and further represents that it has not been influenced to any extent whatsoever in executing this Waiver and Release by any representations or statements regarding the value of any claims, or the legal liability therefore, or regarding any other matters made by **SECOND PARTY** or by any person or persons representing or employed by **SECOND PARTY**. **FIRST PARTY** further represents that the giving of this Waiver and Release is not based upon, or induced by, any representations made by **SECOND PARTY**, its attorney, or by any person or persons representing or employed by **SECOND PARTY**. **FIRST PARTY** further represents that it has executed this document freely and voluntarily.

IN WITNESS HEREOF, I, _____, have hereunto set my hand and seal this _____ day of _____, 2014.

IN THE PRESENCE OF:

FIRST PARTY:
Metro Mobility Management Group, LLC

WITNESS

By: _____
Signature

Title

Print Name

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing Waiver and Release of All Claims was acknowledged before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, this ___ day of _____, 2014, by _____, who [] is personally known to me; OR [] has produced _____ as identification; and who freely and voluntarily executed the Waiver and Release of All Claims for the purposes therein recited as the _____ (title) and on behalf of Metro Mobility Management Group, LLC.

WITNESS my hand and official seal this _____ day of _____, 2014.

[seal]

Notary Public
My Commission Expires: