

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 21, 2017

☒ Consent

☐ Regular

☐ Ordinance

☐ Public Hearing

Department: Palm Tran

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: Contract for Provision of Financial Assistance with Seagull Industries for the Disabled, Inc. in the amount of \$200,400 for one-way trips for disabled and transportation disadvantaged individuals for a one (1) year period of October 1, 2017 through September 30, 2018 with a one (1) year option for the period of October 1, 2018 through September 30, 2019.

**Summary:** The Contract for Provision of Financial Assistance would provide partial reimbursement for the cost of continued transportation service for approximately 996 disabled/disadvantaged Seagull Industries customers annually (10,020 annual trips). These transportation services provide access to essential resources and opportunities such as medical, educational/vocational and social venues, promoting self-reliance and emotional well-being. Funding for this contract is included in Palm Tran's Fiscal Year 2017/18 Budget. Countywide (DR).

**Background and Justification:** For more than fifteen years the County has provided financial assistance to Seagull Industries for transportation services to their disabled/disadvantaged customers. All of the customers served by Seagull would be eligible for Palm Tran Connection Service. At the current service level, allowing Seagull to transport these customers saves the County approximately \$180,000 per year. The previous agreement (R2015-1328) was approved by the Board of County Commissioners on September 22, 2015 for a period of two (2) years and expired on September 30, 2017. The proposed one (1) year contract with a one (1) year option provides Palm Tran the opportunity to evaluate the effectiveness of this contract as part of Palm Tran Connection operation efficiencies.

**Attachment:** Contract (w/Exhibits "A", "B", "C" and "D")

Recommended By: \_\_\_\_\_

Executive Director

11/2/17  
Date

Approved By: \_\_\_\_\_

Assistant County Administrator

11/20/17  
Date

## II. FISCAL IMPACT ANALYSIS

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

<b>Fiscal Years</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	\$100,200	\$100,200			
<b>External Revenues</b>					
<b>Program Income(County)</b>					
<b>In-Kind Match(County</b>					
<b>NET FISCAL IMPACT</b>	\$100,200	\$100,200			
<b>#ADDITIONAL FTE</b>					
<b>POSITIONS (CUMULATIVE</b>					

<b>Is Item Included in Current Budget?</b>	<u>Yes</u>	No
<b>Does this item include the use of federal funds?</b>	Yes	<u>No</u>

**Budget Account No:**

Fund	Agency	Organization	Object
1340	540	5019	3423

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

### C. Departmental Fiscal Review:


**Michael Williams, Finance Manager**

### III. REVIEW COMMENTS:

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

OFMB  
Legal Sufficiency

rol Comments:

  
Contract Dev. & Control

11/17/77

### B. Legal Sufficiency

 4/20/17  
Assistant County Attorney

A correct certificate of insurance (COI) was not available at the time of legal review. Palm Tran has advised that staff will obtain a compliant COI.

### C. Other Department Review

**Department Director**

**(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)**

# CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

(Transportation Services)

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Seagull Industries for the Disabled, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1879968.

Whereas, the AGENCY has been providing certain transportation services for its transportation disadvantaged clients and desires to continue such services during the 2018 Fiscal Year; and

Whereas, AGENCY is willing to grant to COUNTY the option to continue the Contract for additional one (1) year period at the same price, terms and conditions; and

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

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

## **ARTICLE 1 - SERVICES**

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

The COUNTY's representative/liaison during the performance of this Contract shall be Chad Hockman, Senior Manager of Paratransit telephone number is 561-649-9848, extension 3642, or his designee.

The AGENCY's representative/liaison during the performance of this Contract is Barbara Nurenberg, President & C.E.O, whose telephone number is 561-842-5814 or her designee.

## **ARTICLE 2 – SCHEDULE**

The AGENCY shall commence services on October 1, 2017 for a term of one (1) year, ending on September 30, 2018. AGENCY hereby grants to COUNTY the option to renew this Contract at the same price, terms and conditions, including the annual not to exceed contract amount, for a period of one (1) year commencing Oct. 1, 2018 and ending September 30, 2019. In the event the COUNTY shall elect to exercise the option granted hereunder, it will notify AGENCY of its election at least thirty (30) days prior to October 1, 2018, in accordance with Article 29 of this Contract.

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

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

## **ARTICLE 3 - PAYMENTS**

The COUNTY shall pay to the AGENCY for services rendered under this Contract an annual amount not to exceed **\$100,200.00** for up to 10,020 trips per fiscal year at a cost of \$10.00 per one way trip as further described in Exhibit B. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. The AGENCY will notify the COUNTY when 90% of the not to exceed amount has been reached.

The parties agree that this Contract shall relate back and take effect as of October 1, 2017. The AGENCY represents that it began performance of this Contract on October 1, 2017, and that it has performed all services to residents of Palm Beach County as set forth in the Scope of Work and Services in Exhibit A and all other terms and conditions of this Contract. The AGENCY shall provide deliverables and to meet all requirements, including the provision of all reports and other documents, as specified in Exhibit C., effective as of October 1, 2017.

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

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

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

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

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

Final invoice: In order for both parties herein to close their books and records, the AGENCY will clearly state "final invoice" on the AGENCY's final/last billing to the COUNTY. This shall constitute AGENCY's certification that all services have been properly performed and all charges and costs have been invoiced to Palm Beach County. Any other charges not properly included on this final invoice are waived by the AGENCY.

#### **ARTICLE 4 - AVAILABILITY OF FUNDS**

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

#### **ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE**

Signature of this Contract by the AGENCY shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the AGENCY's most favored customer for the same or substantially similar service.

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

#### **ARTICLE 6 - INSURANCE**

The AGENCY shall, at its sole expense, maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described

herein. AGENCY shall agree to provide the COUNTY with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverage's. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$500,000 Each Occurrence. Coverage shall not include a Cross Liability Exclusion. AGENCY shall provide coverage on a primary basis.
- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$1,000,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. AGENCY shall provide coverage on a primary basis.
- C. **Worker's Compensation Insurance & Employers Liability** The AGENCY shall maintain Worker's Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes. AGENCY shall provide coverage on a primary basis.
- D. **Additional Insured** The AGENCY shall endorse the COUNTY and Palm Tran, Inc. as additional insureds with a CG 2026. Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "The Commission for the Transportation Disadvantaged, Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida and Palm Tran, Inc., and their respective officers, employees, volunteers and agents, c/o Palm Tran, Inc." The AGENCY shall provide the Additional Insured endorsements coverage on a primary basis.
- E. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the COUNTY and Palm Tran, Inc., and their respective officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- F. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with Palm Tran, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from

time to time throughout the term of this Contract and any extension thereof. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

- G. **Umbrella or Excess Liability** If necessary, AGENCY may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY and Palm Tran Inc. shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.
- H. **Certificate of Insurance** Prior to execution of this Contract, AGENCY shall deliver to the COUNTY's representative as identified in Article 1, a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverage's required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to:

**Palm Tran Connection  
Attn: Chad Hockman  
50 S Military Trail  
Suite 101  
West Palm Beach, FL 33415**

#### **ARTICLE 7 - INDEMNIFICATION**

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

#### **ARTICLE 8 - SUCCESSORS AND ASSIGNS**

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall

be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the AGENCY.

#### **ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS**

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

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

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

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

The AGENCY shall comply with all legal criminal history record check regulations required for the population they serve. AGENCY shall have a policy that requires it to conduct a Level 2 Criminal Background Check as appropriate on applicants and volunteers being considered for positions that will provide services to or will be around children, the elderly and other vulnerable adult populations, prior to their start date. Agency shall fully comply with said policy. All criminal background checks shall be done at the expense of the AGENCY.

#### **ARTICLE 10 – FEDERAL AND STATE TAX**

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

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



## **ARTICLE 11 - NON-DISCRIMINATION**

AGENCY agrees that no person shall on the grounds of race, color, national origin, religion, disability, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by AGENCY in its performance of this Contract.

The AGENCY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information, and that it will comply with all state, federal and local laws prohibiting discrimination.

AGENCY has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the AGENCY does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement Exhibit D provided to COUNTY that AGENCY will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended. AGENCY acknowledges that compliance with the requirements of this article constitutes a condition of continued receipt of the continuation of this Contract.

## **ARTICLE 12 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Nothing herein shall be construed as creating any personal liability on the part of any employee, official, officer, servant, volunteer or agent of the COUNTY or Palm Tran, Inc., nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY, Palm Tran, Inc. or AGENCY, except as expressly provided in this Contract.

## **ARTICLE 13 - AGENCY'S PROGRAMMATIC REQUIREMENTS**

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

- A.** Maintain books, records, documents, and other evidence which sufficiently and properly reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B.** Maintain and make records available in accordance with the Public Records Law, Chapter 119, Florida Statutes and other applicable provisions of state law. The COUNTY may terminate this Contract if AGENCY fails or refuses to allow public access to all documents, papers, letters, records or other materials subject to the provisions of Chapter 119, F.S. and made or received in conjunction with this Contract.
- C.** No private or confidential data collected, maintained or used during the course of the contract period shall be disseminated except as authorized by statute during the contract period or thereafter.
- D.** To allow COUNTY to both fiscally and programmatically monitor AGENCY to assure that COUNTY's fiscal and programmatic goals and conduct as outlined in the Scope of Work, Exhibit A and unit cost delivery of services, Exhibit B are adhered to by AGENCY. All contracted programs/services will be reviewed at least yearly. Outcomes will be reviewed on a quarterly basis. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the contract. Authorized representatives or agents of the COUNTY, Palm Tran, Inc. and any other funding entity shall have access to records upon reasonable notice for purposes of review, analysis, inspection and audit.
- E.** Reimburse funds to COUNTY that COUNTY deemed misused or misspent.
- F.** Notwithstanding anything contained herein, AGENCY agrees that it shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex or national origin. 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.
- G.** AGENCY agrees that no member, officer or employee of COUNTY or PALM TRAN. INC. during his tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract.
- H.** Copies of the required COUNTY forms for the TDAOR report are included in Exhibit A and have been supplied to and received by the AGENCY.

#### **ARTICLE 14 – ACCESS AND AUDIT REQUIREMENTS**

The AGENCY shall maintain, in Palm Beach County, adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Contract. If an inquiry, investigation, audit, or litigation has been initiated that has not been resolved at the time of the Contract's completion or termination, the AGENCY shall continue to maintain and preserve the records until the resolution of the inquiry, investigation, audit, or litigation. The COUNTY, Palm Tran, Inc., representatives of the Commission for the Transportation Disadvantaged and other authorized representatives of the State of Florida shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours and at the AGENCY's place of business.

#### **ARTICLE 15 - INSPECTOR GENERAL**

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

AGENCY shall cooperate with the Inspector General. Such cooperation shall include, but not be limited to, the provision of access to records regarding this Agreement. Failure to cooperate with the Inspector General, or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440, and punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

#### **ARTICLE 16 - CONFLICT OF INTEREST**

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

The AGENCY shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the AGENCY's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the AGENCY may

undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY will endeavor to notify the AGENCY of its opinion or it may direct the AGENCY to refer the matter to the Palm Beach County Commission on Ethics for advice or an opinion regarding the conflict.

#### **ARTICLE 17 - DRUG-FREE WORKPLACE**

The AGENCY shall implement and maintain a drug-free workplace program that complies with applicable federal, state and county law. The AGENCY's drug-free workplace program shall satisfy all of the requirements set forth below. In addition, all of its activities undertaken in the performance of this Contract shall conform to the following:

- A.** AGENCY's vehicles shall be operated only by safe, careful and legally qualified drivers having a proper license. All drivers will have and maintain a commercial driver's license and any other license or certification required by any law, rule or regulation relating, in any manner, to the operation of its vehicles and the provision of services. All drivers shall be selected, employed, controlled and paid by the AGENCY, and conclusively presumed to be the employees of the AGENCY. The parties agree that no liability shall inure to either the COUNTY or PALM TRAN, INC. as a result of any act or omission of AGENCY, its drivers, employees, servants or agents.
- B.** Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- C.** Inform employees about the dangers of drug abuse in the workplace, the AGENCY'S policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- D.** Give each employee engaged in providing the services under this Contract a copy of the statement specified in paragraph B of Article 17.
- E.** In accordance with the statement specified in Article 17, Paragraph B, notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- F.** Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.

## **ARTICLE 18 - AMERICANS WITH DISABILITIES (ADA)**

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

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

## **ARTICLE 19 - INDEPENDENT CONTRACTOR RELATIONSHIP**

The AGENCY is, and shall be, in the performance of all work services and activities under this contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this contract shall at all times, and in all places, be subject to the AGENCY's sole direction, supervision and control. The AGENCY shall exercise control over the means, method, mode and manner in which it and its employees perform the work, and in all respects the AGENCY's relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The AGENCY does not have the power or authority to bind the COUNTY in any promise, agreement or representation. Further, the AGENCY shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

## **ARTICLE 20 - CONTINGENT FEES**

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

## **ARTICLE 21 - SUBCONTRACTING**

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

## **ARTICLE 22 - PUBLIC ENTITY CRIMES AND DISCRIMINATORY VENDORS**

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

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

## **ARTICLE 23 - EXCUSABLE DELAYS**

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

Upon the AGENCY's request, the COUNTY shall consider the facts and extent of any failures to perform the work and, if the AGENCY's failure to perform was without its fault or negligence, the contract schedule and/or any other affected provisions of this Contract shall be revised accordingly, subject to the COUNTY's rights to change, terminate or stop any or all of the work at any time.

## **ARTICLE 24 – ARREARS**

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

## **ARTICLE 25 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the AGENCY and will

not be disclosed to any other party, directly or indirectly, without the COUNTY's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY's expense shall be and remain the COUNTY's property and may be reproduced and reused at the discretion of the COUNTY.

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

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

#### **ARTICLE 26 - TERMINATION**

This Contract may be terminated by the AGENCY upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, and for the convenience of the COUNTY upon five (5) days written notice to the AGENCY. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY. Transfer pertinent client records and refer clients receiving services to another AGENCY funded by COUNTY, as approved by the COUNTY, in order to ensure continuity of care.
- D. Continue and complete all parts of the work that have not been terminated.

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

#### **ARTICLE 27 – SEVERABILITY**

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

#### **ARTICLE 28 - MODIFICATIONS OF WORK**

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

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

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

#### **ARTICLE 29 - NOTICES**

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

Clinton B. Forbes, Executive Director  
Palm Tran, Inc.  
3201 Electronics Way  
West Palm Beach, Florida 33407

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

Barbara Nurenberg, President & C.E.O  
Seagull Industries for the Disabled, Inc.  
3879 West Industrial Way  
Riviera Beach, Florida 33404

#### **ARTICLE 30 –STANDARDS OF CONDUCT FOR EMPLOYEES**

The AGENCY must establish safeguards to prevent employees, AGENCY, or members of governing bodies from using their positions for purposes that are, or give the appearance of



being, motivated by a desire for private financial gain for themselves or others such as those with whom they have family, business, or other ties. Therefore, the AGENCY must have written policy guidelines on conflicts of interest and the avoidance thereof. These guidelines should reflect State and local laws and must cover financial interest, gifts, gratuities and favors, nepotism, and other areas such as political participation and bribery. These rules must also indicate the conditions under which outside activities, relationships, or financial interest are proper or improper, and provide for notification of these kinds of activities, relationships, or financial interests to a responsible and objective institution official.

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

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

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

#### **ARTICLE 31 - ENTIRETY OF CONTRACTUAL AGREEMENT**

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

#### **ARTICLE 32 – SCRUTINIZED COMPANIES**

In accordance with the requirements of Section 287.135, F.S., by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and AGENCY who will perform hereunder, have not been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, F.S.

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

### **ARTICLE 33 – NO THIRD PARTY BENEFICIARIES**

No provision of this Contract is intended to, nor shall be construed to, create any third party beneficiary, except as to Palm Tran, Inc., or to provide any rights to any other person or entity not a party to this Agreement, including, but not limited to, any citizen or employee or volunteer of AGENCY.

### **ARTICLE 34 - CRIMINAL HISTORY RECORDS CHECK**

Pursuant to Palm Beach County Code Sections 2-371 through 2-377, also known as the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), the COUNTY will conduct fingerprint based criminal history record checks on all persons not employed by the COUNTY who repair, deliver, or provide goods or services for, to, or on behalf of the COUNTY. A fingerprint based criminal history record check shall be conducted on all employees of contractors and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the COUNTY. County facilities that require this heightened level of security are identified in Resolution R- 2003-1274, as it may be amended or superseded from time to time. In October 2013, compliance with the requirements of the U.S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The AGENCY is solely responsible for understanding the financial, schedule, implications, and/or staffing implications of this Ordinance.

### **ARTICLE 35 – E-VERIFY**

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

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

## **ARTICLE 36 – NATIONAL TRANSIT DATABASE AND ANNUAL OPERATING REPORTS**

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

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

## **ARTICLE 37 – PUBLIC RECORDS**

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011 (2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time, The AGENCY is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract and following completion of the Contract, if the AGENCY does not transfer the records to the public agency.
- D. Upon completion of the Contract the AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate records that are exempt, or confidential and

exempt from public record disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY's Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this article shall be a material breach of this Contract. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

**(Remainder of Page Intentionally Left Blank)**

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

**ATTEST:**

**SHARON R. BOCK**  
**CLERK & COMPTROLLER**

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

BY: \_\_\_\_\_  
Clerk & Comptroller

BY: \_\_\_\_\_  
Mayor

**WITNESS:**

Ellen R Hoffacker  
Signature

Ellen Hoffacker  
Name Typed

59-1879968  
AGENCY's Federal ID Number

**AGENCY:**

Seagull Industries for the Disabled, Inc.  
AGENCY's Name Typed

BY: Barbara Nurenberg  
Signature

Barbara Nurenberg  
AGENCY's Signatory Name Typed

President & C.E.O.  
AGENCY's Signatory Title Typed

**APPROVED AS TO FORM AND**  
**LEGAL SUFFICIENCY**

[Signature]  
County Attorney

**APPROVED AS TO TERMS**  
**AND CONDITIONS**

By: [Signature]  
Clinton B. Forbes  
Executive Director, Palm Tran

## **EXHIBIT A**

### **SCOPE OF WORK & SERVICE UNITS 2018 FINANCIAL ASSISTANCE CONTRACT**

**Agency Name: Seagull Industries for the Disabled, Inc.**

3879 West Industrial Way  
Riviera Beach, FL 33404

Barbara Nurenberg, President & C.E.O  
Elisha Snyder, Staff Accountant

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

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

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

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

EXHIBIT A

Billing Form:

<b>Seagull Services</b> 3879 Byron Drive West Palm Beach, FL 33404		<b>Invoice</b>									
		<table><tr><td>Date</td><td>Invoice #</td></tr><tr><td>4/30/2017</td><td>13761</td></tr></table>	Date	Invoice #	4/30/2017	13761					
Date	Invoice #										
4/30/2017	13761										
<table><tr><td>Bill To</td></tr><tr><td>Palm Tran Attn: Rosanna Santana 345 S. Congress Ave., Second Floor Delray Beach, FL 33444</td></tr></table>				Bill To	Palm Tran Attn: Rosanna Santana 345 S. Congress Ave., Second Floor Delray Beach, FL 33444						
Bill To											
Palm Tran Attn: Rosanna Santana 345 S. Congress Ave., Second Floor Delray Beach, FL 33444											
		<table><tr><td>P.O. No.</td><td>Terms</td><td>Project</td></tr><tr><td></td><td>Net 10</td><td></td></tr></table>	P.O. No.	Terms	Project		Net 10				
P.O. No.	Terms	Project									
	Net 10										
<table><tr><th>Quantity</th><th>Description</th><th>Rate</th><th>Amount</th></tr><tr><td>835</td><td>Monthly Contract - April 2017</td><td>10.00</td><td>8,350.00</td></tr></table>	Quantity	Description	Rate	Amount	835	Monthly Contract - April 2017	10.00	8,350.00			
Quantity	Description	Rate	Amount								
835	Monthly Contract - April 2017	10.00	8,350.00								
Thank you for your support		<b>Total</b>	\$8,350.00								

Billing Form:

Palm Tran Connection  
Monthly Invoice

OPERATOR NAME: SEAGULL INDUSTRIES FOR THE DISABLED, INC. Invoice Sample  
INVOICING PERIOD: month of:

RIDER NAME	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	TOTALS
	2	2			2	2	2	1	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		41	
	2	2			1	2	2	2	2			1	2	2	2				2	2	2	2	2		2	2	2	2	2		40	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	2			2	2	2	2	2			1	2	2	2				2	2	2	2	2		2	2	2	2	2		41	
	2	0			0	2	2	2	2			0	2	2	2				2	2	2	2	2		2	2	2	2	2		36	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	1			1	2	2	2	2			2	2	2	1				1	2	2	2	2		2	2	2	2	2		38	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	2			2	2	2	2	2			2	2	2	2				0	0	0	0	0		2	2	2	2	2		32	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	2			2	2	2	2	2			2	2	2	2				2	0	2	2	2		2	2	2	2	2		40	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	0	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	1	2	2	2		39	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		42	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2	2	2	2	2		40	
	2	2			2	2	0	2	2			2	2	0	2				2	2	0	2	2		2	2	0	2	2		34	
	2	2			2	2	2	2	2			2	2	2	2				2	2	2	2	2		2						34	
TOTALS	40	39	0	0	38	42	40	41	42	0	0	38	42	39	40	0	0	0	39	38	38	40	40	0	0	42	39	38	40	40	0	835

Reviewed By: Date  
Approved By: Date



EXHIBIT A

TDAOR:

Number of Passenger No-Show's														0
Complaints														0
By Service														0
By Policy														0
By Vehicle														0
By Other														0
Total														0
0														0
0														0
Commodations														0
Vehicle Info														0
Mileage														0
Vehicle														0
Revenue														0
Total														0
0														0
Hours														0
Vehicle														0
Revenue														0
Total														0
0														0
Road Calls														0
Accidents-Chargeable														0
Person Only														0
Vehicle Only														0
Person and Vehicle														0
Total														0
0														0
Accidents-Non-Chargeable														0
Person Only														0
Vehicle Only														0
Person and Vehicle														0
Total														0
0														0
Total Number of Vehicles														0
Number of Vehicles that are:														0
WC Accessible														0
Stretcher Equipped														0
Total														0
0														0
Employee Info														0
Drivers														0
Full Time														0
Part Time														0
Volunteers														0
Subtotal														0
0														0

EXHIBIT A

TDAOR:

<b>Driver Hours</b>														
Full Time														0
Part Time														0
Volunteers														0
Total Hours	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Other Employees</b>														
Maintenance														0
Dispatchers														0
Schedulers														0
Call/Resrv/CSR														0
Other														0
Volunteers														0
Admin														0
Management														0
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Employees	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Revenue Sources</b>														
<b>Agency for Health Care Administration</b>														
Medicaid Non-Emerg														0
Medicaid -Non-Emerg (under fixed fee service w/AHCA)														0
Medicaid Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Agency for Persons with Disabilities</b>														
Comm Care for Dis Adults														0
Developmental Services														0
Other														0
APD Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Agency for Workforce Innovation</b>														
WAGES w/Workforce Board														0
Other														0
Workforce Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Commission for the Trans.Disad</b>														
Non-Spons Trip Program														0
Non-Spons Cap.Equip														0
Rural Capital Equip.														0
TD Other														0
CTD Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Dept. of Children and Families</b>														
Alcohol, Drug Abuse														0
Fam Safety & Pres														0
Other														0
Child/Fam Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0

EXHIBIT A

TDAOR:

<b>Dept. of Community Affairs</b>														
Com Svc														0
Other														0
Comm Affs Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Dept. of Education</b>														
Carl Perkins Voc Ed														0
Division of Blind Services														0
Day Care Programs														0
Other														0
Education Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Dept. Of Elder Affairs</b>														
Older Americans Act														0
Community Care														0
Other														0
Elder Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Dept. of Health</b>														
Childrens Med Svc														0
Office of Disability Deter.														0
County Public Health														0
Health Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Dept. of Juvenile Justice</b>														
<b>Dept. of Transportation</b>														
49 USC 5307 (9)														0
49 USC 5310 (16)														0
49 USC 5311 (18)														0
49 USC 5311f (18i)														0
Block Grant														0
Svc Dev														0
Computer Asst Prg														0
Other DOT														0
DOT Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0
<b>Local Government</b>														
School Board Service														0
Complementary ADA Service														0
County Cash														0
County In-Kind														0
City Cash														0
City In-Kind														0

## EXHIBIT A

**TDAOR:**

[illegible]

EXHIBIT A

NTD:

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

Seagull NTD Log Template FY 2013 Seagull Log

2

10/17/2012 9:38 AM

EXHIBIT A

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

EXHIBIT A

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

Exhibit A

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



**EXHIBIT B**

**SERVICE/PROGRAM TO BE PROVIDED FY 2018**

**OTHER COUNTY SPONSORED CONTRACT**

**Agency:**                    **Seagull Industries for the Disabled, Inc.**

<b><i>Program Name and Definition of Unit of Service</i></b>	<b><i>Unit Cost</i></b>	<b><i>Total Cost Of Service</i></b>
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**Service/Program:**    **Transportation**

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

**\$100,200.00**

*One way Trip:*

**\$10.00**

**FY 2018 - \$100,200.00  
(10/1/2017 - 9/30/2018)**

## **EXHIBIT C**

### **DELIVERABLES AND REQUIREMENTS FY 2018 FINANCIAL ASSISTANCE CONTRACT**

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

- b. All drivers must undergo a Level 2 background screening as required by Section 430.0402, F.S. and described in Section 435.04, F.S.
  - c. Each driver must undergo a commercial and personal driving record check with the Department of Highway Safety and Motor Vehicles.
  - d. Drivers must pass a pre-employment physical and drug test in accordance with requirements. Drivers and all other employees performing safety – sensitive function(s) shall satisfy the requirements of the Drug and Alcohol Testing Program.
  - e. Drivers must be physically able to perform all duties which are essential to the transportation of passengers with disabilities, including, but not limited to:
    - i. Assisting passengers in getting to, on, off and from the paratransit vehicles.
    - ii. Safely securing mobility devices within the paratransit vehicle.
    - iii. Assisting passengers with the carrying of small packages - up to thirty-five (35) pounds onto and off of the vehicle.
    - iv. Drivers are prohibited from lifting or carrying passengers or their children.
6. Prior to transporting riders under the Transportation Disadvantaged Program, drivers shall successfully complete Agency conducted training specific to the needs of the agency.
7. Any accident involving a vehicle performing work under this Contract must be reported to Palm Tran Connection. Accidents involving a fatality or fatalities must be reported not more than 24 hours after the accident occurs. Any other accident, those not involving a fatality or fatalities, with over \$1,000 in property damages, must be reported not more than 72 hours after the accident occurs.
8. Agency must have on-site and readily available their following policies: Drug/Alcohol, System Safety Program Plan, Security Program Plan, Driver Training Program, and Fleet Maintenance Program.

**EXHIBIT D**  
**NON-DISCRIMINATION POLICY FORM**  
Solicitation/Contract # \_\_\_\_\_

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County **"shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information."**

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, **prior** to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

**Check one:**

☐ Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

**OR**

☒ Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

**ORGANIZATION / ENTITY INFORMATION:**

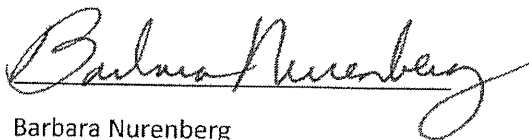
Legal Services  
Name of Organization or Entity  
LISA MOORE  
Signature  
LISA MOORE  
Name (type or print)  
COO  
Title



## Seagull Services Nondiscrimination Policy Statement

It is the policy of Seagull Services that no person shall, on the basis of race, color, national origin, age, disability, gender identity or expression, family or religious status or genetic information, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, and the Florida Civil Rights Act of 1992 or any other local, state or federal law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity undertaken by the agency.

The person whose signature appears below is authorized to sign this assurance on behalf of the agency.

 12/15/16

Barbara Nurenberg  
President and CEO

Barbara Nurenberg, President and CEO | Linda Moore, Chief Operating Officer

3879 Byron Drive | West Palm Beach, FL 33404 | P 561.842.5814 | F 561.881.3554 | [www.seagull.org](http://www.seagull.org)

Seagull Services receives on-going support from the Town of Palm Beach United Way, United Way of Palm Beach County, and the Palm Beach County Board of Commissioners.



CERTIFICATE OF LIABILITY INSURANCE

SEAGU-1 OP ID: RD

DATE (MM/DD/YYYY)  
11/17/2017

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

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

PRODUCER  
Gulfstream Insurance Group Inc  
P.O. Box 8908  
Fort Lauderdale, FL 33310-8908  
David Arch

INSURED  
Seagull Industries for the Disabled, Inc. DBA  
Seagull Services  
3879 Byron Drive  
West Palm Beach, FL 33404

CONTACT NAME: Lynn Dowling, AINS, AAI, AIAM  
PHONE (A/C, No, Ext): 954-334-1726  
FAX (A/C, No): 954-537-0177  
E-MAIL: lynn@gulfstreaminsurance.net  
ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkshire Hathaway Specialty	
INSURER B : Guarantee Insurance Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.									
NSR LTR	TYPE OF INSURANCE		ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY		X		47SPK14887302	03/01/2017	03/01/2018	EACH OCCURRENCE	\$ 1,000,000
	X	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	X	CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 20,000
	Professional Liab							PERSONAL & ADV INJURY	\$ 1,000,000
	Inc Educators E&O							GENERAL AGGREGATE	\$ 3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$ 3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						EmpBen	\$ \$1MIL/1MIL	
A	AUTOMOBILE LIABILITY				47RWS14887402	03/01/2017	03/01/2018	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	X	ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS	BODILY INJURY (Per person)				\$	
		ALL OWNED AUTOS		BODILY INJURY (Per accident)				\$	
	X	HIRED AUTOS	X NON-OWNED AUTOS	PROPERTY DAMAGE (PER ACCIDENT)				\$	
	X	Comp	X Collision	Comp/Coll DED				\$ \$1000 EACH	
	X	UMBRELLA LIAB	X OCCUR						
A	EXCESS LIAB		<input type="checkbox"/> CLAIMS-MADE		47SUM14887502	03/01/2017	03/01/2018	AGGREGATE	\$ 3,000,000
		DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y / N <input type="checkbox"/>	N / A	WCP101792402GIC	07/15/2017	07/15/2018	X WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000
A	EmployeeDishonesty				47SPK14887302	03/01/2017	03/01/2018	Fid/Crime	500,000
A	Abuse/Molestation				47SPK14887302	03/01/2017	03/01/2018	SA/M	\$1MIL/\$3MIL

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

Palm Tran Inc. and Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees and agents are additional insured with regards to General Liability on primary basis as regards to funding as per written contract

CERTIFICATE HOLDER

PALMBIT

Palm Beach County  
C/O Insurance Tracking  
Service, Inc. (ITS)  
P. O. Box 20270  
Long Beach, CA 90801

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

David Arch