

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: February 5, 2019	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
Department: Palm Tran	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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I. EXECUTIVE BRIEF

Staff recommends motion to approve: an agreement regarding termination of the Contract No. 14-041/SC, the contract for Palm Tran Connection Services Run Package C, dated October 7, 2014, by and between Palm Beach County and Maruti Fleet & Management, LLC (Maruti) to modify and terminate the existing contract providing services through March 31, 2019.



SUMMARY: During the term of Contract No. 14-041/SC, Maruti experienced financial hardships that affected their performance of the agreement. Maruti expressed a desire to Palm Beach County to terminate the contract prior to its original expiration date of January 31, 2022. As a result of Maruti's desire to terminate the contract early, the parties agreed to execute a Termination Agreement. The subject agreement specifies in the Transition Timeline how the vehicles will be inspected to ensure the County is made whole for any repairs that may be required in accordance with the Vehicle Acceptance Agreement. Palm Tran management has estimated that worst-case, repairs could be approximately \$80,000. Maruti has agreed to allow the County to withhold progress payments for the final two payment periods, which would have been due to Maruti on March 25, 2019 and April 1, 2019, for a total amount of \$151,237.75 to allot for the estimated repairs. The County shall also retain Maruti's Performance Bond (Bond #10017182) in the amount of \$700,000 until July 8, 2019, in the event that the progress payments are insufficient to satisfy any claims made by the County. Maruti agrees to provide a waiver and release to the County for any and all claims which it may have against the County. Countywide (DR)

Background and Policy Issues: On September 9, 2014, the BCC approved the Selection Committee's recommendations under the Request for Proposal (RFP No. 14-041/SC) for Palm Tran Connection Paratransit Services. The Contracts were awarded to three providers, MV Transportation, Inc. in the amount of \$72,670,431.20; First Transit, Inc. in the amount of \$76,201,014.96; and Maruti Fleet & Management, LLC, in the amount of \$35,017,146.77. The contract originally approved by the BCC was for seven years, of which three years remain.

Attachments:

- 1. Maruti Termination Agreement
- 2. Transition Timeline
- 3. Vehicle Acceptance Agreement

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Recommended By:		2/1/19
	Executive Director	Date
Approved By:		2/4/19
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	*				
#ADDITIONAL FTE POSITIONS (CUMULATIVE)	0				

Is Item Included in Current Budget? Yes No
 Does this item include the use of federal funds? Yes No

Budget Account No:

Fund	Agency	Organization	Object	RSRC
1340	540	5003	3423	

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

* The anticipated net fiscal impact today is a savings of \$52,963 over the remaining 30 months of the contract when this item is approved concurrently with the companion agenda item (5D-2) for amendments to the First Transit, Inc. and MV Transportation, Inc. contracts. However, due to anticipated increases in future service demands, the true fiscal impact through the life of the agreement is indeterminable.

C. Departmental Fiscal Review: Carol Richmond 1/29/19
 Carol Richmond, Interim Director Administrative Services

III. REVIEW COMMENTS:

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

[Signature] 1/30/19
 OFMB 1/30/19

[Signature] 2/4/19
 Contract Dev. & Control

B. Legal Sufficiency

[Signature] 2/4/19
 Assistant County Attorney

C. Other Department Review

 Department Director

**AGREEMENT REGARDING TERMINATION
OF THE CONTRACT FOR
PALM TRAN CONNECTION PARATRANSIT SERVICES
Run Package C
BY AND BETWEEN
PALM BEACH COUNTY AND MARUTI FLEET & MGMT, LLC
(Contract No. 14-041/SC)
(R2014 1542)**

THIS AGREEMENT REGARDING TERMINATION OF THE CONTRACT FOR PALM TRAN CONNECTION PARATRANSIT SERVICES, Run Package C (referred to herein as the "Termination Agreement") is made and entered into this ____ day of _____, 2019, for the purpose of modifying and terminating the Contract for Palm Tran Connection Paratransit Services, Run Package C, by and between Maruti Fleet & Mgmt, LLC, a Florida Limited Liability Company, (referred to hereafter as either the "Contractor" or "Maruti") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereafter referred to as "County").

WITNESSETH

WHEREAS, on October 7, 2014, the County and the Contractor, entered into that certain contract under which the Contractor was to provide paratransit services to County beginning on or about February 1, 2015 and complete all services by January 31, 2022, as further described in the Contract for Palm Tran Connection Paratransit Services, Run Package C (Contract No. 14-041/SC) (also referred to herein as the "Contract"); and

WHEREAS, thereafter the parties agreed to the terms of the New Vehicle Assignment Acceptance Implementing Contract (R2014-1542), establishing additional terms regarding the vehicles furnished to Contractor for the provision of transportation services and Contractor's

responsibilities related thereto, (referred to herein as the "Vehicle Acceptance Agreement"), a copy of which is attached hereto as Attachment One; and

WHEREAS, County and Contractor mutually desire to terminate the Contract prior to its original completion date of January 31, 2022, and have agreed that the Contract and Vehicle Acceptance Agreement shall terminate at 11:59 p.m. on Sunday, March 31, 2019; and

WHEREAS, the parties have agreed to modify certain provisions of the Contract, including but not limited to those relating to, the transfer of all records from Contractor to County, the withholding of progress payments as described in Section 11 of this Termination Agreement, the provision of waivers and releases, the cessation of services and release, return, delivery and transfer (shift) of all vehicles and equipment from Contractor to the paratransit vendors performing Run Packages A or B, respectively (also referred to herein as "Paratransit Contractor A or B" or when the context requires, "Paratransit Contractors A and B"), as determined appropriate solely by County; and

WHEREAS, upon the transfer and delivery of vehicles to Paratransit Contractor A or B, in accordance with the Transition Timeline established by County and the Vehicle Transfer List, attached hereto as Attachments Two and Three, respectively, any and all rights Contractor had or has in the vehicles, including those existing as a result of the Vehicle Acceptance Agreement, shall terminate and all such rights shall be transferred to and vest in Paratransit Contractors A or B, as determined by County (although County reserves the right to direct that one or more vehicles be transferred to it), and Contractor shall have no rights in or the entitlement to the continued possession or use of any vehicle, the proceeds of any insurance policy, or any sums due or that may become due for any warranty repair work other than for insurance proceeds or sums due for repairs paid for by

Contractor if Contractor has provided to County documentation that the repairs were made and the sums due Contractor are attributable solely to the repairs and not to the diminished the value of the vehicle(s); and

WHEREAS, Contractor shall act promptly and in good faith to fulfill its obligations under the Contract, the Vehicle Acceptance Agreement and this Termination Agreement, as both may be modified by this Termination Agreement, in a reasonably expeditious and cooperative manner so as to facilitate the transition of vehicles and services consisting of Run Package C (also referred to herein as “the Work”) from Contractor to Paratransit Contractors A and B, without interruption or deleterious impacts upon the Palm Tran Connection service.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties agree as follows:

1. The statements set forth in the preamble to this Termination Agreement are true and correct, and incorporated into and made a part of this Termination Agreement. The parties acknowledge that the words “vehicle” or “vehicles” as used in this Termination Agreement refer to any and all vehicles assigned or provided by County to Contractor for the performance of the Contract, as further identified in the Vehicle Transfer List, attached hereto as Attachment Three, which are in the possession of Contractor on the applicable transfer date; provided, however, that all vehicles shall be in the possession of Contractor, except those that have been transferred to Paratransit Contractors A or B, as authorized and directed by County prior to the applicable transfer date identified in this Termination Agreement. All vehicles Contractor has delivered to a shop for maintenance, mechanical or body work, or other repairs, shall be deemed to be in possession of the Contractor for the purposes of this Termination Agreement until transferred as contemplated herein,

2. The Contractor remains responsible to provide paratransit services to County as described

in the Contract except as such responsibilities or obligations are modified under this Termination Agreement. Contractor's responsibilities described in Article 1 of the Contract are modified consistent with this Termination Agreement and shall conclude upon the termination of the Contract as provided below.

3. Contractor shall cease performing Run Package C paratransit services for the Palm Beach County Palm Tran Connection paratransit program (Connection) in accordance with the Transition Timeline and Vehicle Transfer List, which are attached hereto as Attachments Two and Three, respectively. The parties anticipate that no clients will be transported by Contractor after Friday, March 29 2019. The Contractor shall make all vehicles owned by the County and assigned or provided to Contractor for the performance of the Contract, available for inspection at its facility and take all acts necessary for their transfer and delivery in accordance with the Transition Timeline and Vehicle Transfer Form. Contractor shall allow County, and any designee, and Paratransit Contractors A and B, full and unrestricted access in its facility located at 1601 Hill Ave., West Palm Beach, FL 33407, for the purpose of enabling Paratransit Contractors A and B to undertake and complete all inspections and take possession of the vehicles to be transferred and delivered to them (*i.e.*, Paratransit Contractor A or B) at the direction of the County. All vehicles shall be present (parked) at Contractor's facility and readily available for inspection, transfer and delivery. A vehicle shall not be parked or located at any other place, unless County's contract representative has authorized, in writing, the vehicle to be located at an identified facility or shop for maintenance, mechanical or body work, or other repairs. In such case, Contractor shall ensure that County and Paratransit Contractor A or B, as County deems appropriate, have access to and full authority to remove and take possession of the vehicle.

4. Contractor shall, at the direction of County, deliver to Paratransit Contractor A or B, as

appropriate, the keys, equipment (including parts, if applicable) and records concerning the maintenance, upkeep and repair of the vehicles to be transferred to that paratransit contractor, and any other records deemed appropriate by County pertaining to Contractor's performance of the Contract. Such delivery shall take place at Contractor's facility identified above, except that County reserves the right to direct that certain records or types of records be delivered to County.

5. Contractor shall fully cooperate with County and Paratransit Contractors A and B to facilitate the smooth transition desired by the parties. County reserves the right to adjust the Vehicle Transfer Form and the Transition Timeline, as it reasonably deems appropriate, should County determine that the inspections or other matters related to the transition of the Work and transfer of vehicles are not proceeding as anticipated.

6. The order of precedence established in Article 2 of the Contract regarding conflicting provisions is subject to the provisions of this Termination Agreement. The Termination Agreement modifies and supplements the Contract, including its Scope of Work, and the Vehicle Acceptance Agreement. The Termination Agreement shall have priority over all documents identified in Article 2, and the Vehicle Acceptance Agreement. The Termination Agreement shall be construed so as to require Contractor's continued performance of the Contract, as modified herein, until terminated as set forth below.

7. The parties agree that the January 31, 2022 completion date set forth in Article 3 of the Contract is deleted and replaced with a new termination date of Sunday, March 31, 2019 at 11:59 p.m. Notwithstanding the termination of the Contract, Contractor acknowledges that it has obligations and duties of a continuing nature that survive the termination of the Contract, including but not limited to, those duties and obligations set forth in this Termination Agreement and its Attachment Three.

8. The parties agree that the anticipated total amount to be paid under this Contract for all services and materials set forth in paragraph A of Article 4 of the Contract is reduced to the not to exceed sum of Nineteen million, nine hundred eighty-nine dollars and forty-four cents (\$19,000,989.44). The parties further agree that the Contractor shall finalize and submit its Final Invoice required under paragraph K of Article 4 of the Contract no later than Monday, April 15, 2019.

9. Effective Monday, April 1, 2019, Contractor will no longer be responsible for the delivery of the Run Package C paratransit transportation services or the vehicles Contractor has delivered to Paratransit Contractor A or B, or County's possession, if so directed. This does not waive or release Contractor for any damages incurred by County as a result of Contractor's performance failures prior to and including March 31, 2019. Contractor remains responsible for the cost of all repairs (including total losses, if any) and maintenance that should have been performed by Contractor prior to the termination date of the Contract and all open items identified during the inspections that were not remedied by Contractor prior to the transfer of vehicles.. Contractor further agrees that it shall act promptly and in good faith, to facilitate the transition or shift of vehicles as directed by County. Notwithstanding this Termination Agreement and anything contained in its Transition Timeline and Vehicle Transfer Form, Contractor agrees that County may, at any time, transfer or shift any number of vehicles and all or any portion of the Work, from Contractor to Paratransit Contractor A or B, as County deems appropriate in the event Contractor is not performing in accordance with the Contract and Vehicle Acceptance Agreement, as modified by this Termination Agreement. In all events, County may make such transfers or shifts that are expressly permitted under the Contact and Vehicle Acceptance Agreement, as modified by this Termination Agreement. Payments due Contractor will be adjusted downward in accordance with the reduced services. Contractor will take all acts necessary to maintain reliable and uninterrupted Connection service up

to and including the termination date, and shall remain responsible for the continued performance of all duties and obligations that survive termination and by their nature continue after Sunday, March 31, 2019.

10. The County shall retain the existing Performance Bond (Bond Number 10017182) in the amount of \$700,000 until July 8, 2019. County will not make a claim against the Bond if it determines that the Progress Payments withheld under Paragraph 11 are sufficient to satisfy its claims.

11. Notwithstanding the provisions of Article 4 of the Contract, the County shall retain Contractor's final two Progress Payments, due on Monday, March 25, 2019 and Monday, April 1, 2019, including any reconciliation payments and other sums that may be due Contractor (collectively referred to as "Progress Payments"). The Progress Payments shall not bear interest. Contractor expressly acknowledges that, except as provided below, no due date exists for the payment or return of all or any part of the Progress Payments and that it shall not submit an invoice for the payment of any interest. Contractor waives and rescinds any rights, interest or claim it may have to interest or that it may be entitled to on the Progress Payments and releases the County from any and all liability for the payment of interest. The County shall have the right to offset against the Progress Payments any and all costs arising out of or associated with Contractor's performance failures, including but not limited to, those that are associated with or arise out of Contractor's failure to maintain or repair the vehicles and equipment as required by the Contract and the Vehicle Acceptance Agreement. County anticipates that it will have determined the costs associated with Contractor's failure to fulfill its maintenance and repair (replacement) obligations under the Contract by Monday, July 8, 2019. Progress Payment funds held by County that have not been expended or allocated for the replacement, maintenance and repairs of vehicles and equipment will thereafter be returned to Contractor. Contractor reserves the right to contest any claims for costs made by County.

12. The return of all or any part of the Progress Payment funds shall not relieve the Contractor from its obligation to make the County whole for any and all vehicles and equipment replacement, maintenance and repair failures, including but not limited to those that are latent and existed on the date of transfer or discovered after the return of funds. County's return of funds is not and shall not be deemed to be a release or waiver of any or all claims the County has, had or may have related to or arising out of Contractor's performance of the Contract, the Vehicle Acceptance Agreement or this Termination Agreement, or Contractor's failure to perform its obligations under the Contract, Vehicle Acceptance Agreement or Termination Agreement.

13. Contractor agrees to assist with the inspection of all vehicles in accordance with the terms of the Contract and the requirements of the Vehicle Acceptance Agreement and this Termination Agreement. The parties acknowledge that the assignment of vehicles to Contractor as described in Section 2 of the Vehicle Acceptance Agreement expires upon termination of the Contract. By that time, Contractor shall have completed all required maintenance and repairs, and returned, delivered, and transferred all vehicles, including all vehicles that it transferred or assigned to third party/subcontractors, as required by the Contract and Vehicle Acceptance Agreement, as modified by this Termination Agreement, including the Transition Timeline and Vehicle Transfer Form. County reserves the right to modify the Transition Timeline and Vehicle Transfer Form as it reasonably deems appropriate. Should County exercise this right, it will notify Contractor's representative of the modifications by telephone, using the telephone number set forth in Section 20 of this Termination Agreement, or by e-mail to Contractor at eduardocarrion@marutitransit.com. Vehicle inspections will include all accessibility and onboard equipment. Contractor shall be responsible for all missing or damaged equipment. Notwithstanding anything contained herein, County reserves the right to direct that a vehicle be transferred to it or inspected by Palm Tran staff

or a third party should County determine, in its sole discretion, that such is appropriate.

14. The Vehicle Acceptance Agreement will terminate at the 11:59 p.m., on Sunday, March 31, 2019, with the transfer and delivery of all vehicles. Contractor acknowledges that certain obligations under the Vehicle Acceptance Agreement arising during the time the vehicles were in the possession of Contractor from 12-29-2014 through March 31, 2019, are of a continuing nature, including but not limited to, those set forth in Sections 12, 14.b, j and k, and 18 and 19, of said Vehicle Acceptance Agreement, and shall continue and survive the transfer or delivery of the vehicles and the termination of the Contract and the Vehicle Acceptance Agreement.

15. Contractor does hereby assign to County any and all rights, title and interest it has, had or may have in any insurance proceeds received or that Contractor is entitled to or may receive under any insurance policy providing coverage for the loss or damage sustained by any vehicle, including those which are or may be a complete loss (totaled vehicle), excluding costs paid by Contractor for repair or replacement. Sums attributable to the diminished value of the vehicle(s) shall be turned over or paid to County. Contractor's obligation to provide insurance as described in Article 16 of the Contract remains in full force and effect for each vehicle until Paratransit Contractor A or B takes possession of the vehicle. All insurance proceeds relating to physical damage and loss of the vehicles shall become the property of County and paid immediately to County, excluding sums previously paid to Contractor for repairs or replacements made by Contractor. Any sum paid to Contractor attributable to the diminished value of the vehicle(s) shall be turned over or paid to County. Contractor agrees that Article 16 of the Contract, including its Scope of Work, and Section 14.k of the Vehicle Termination Agreement are modified to be consistent with the provisions of this Termination Agreement. In addition, in instances where County is entitled to the insurance proceeds, Contractor shall take all acts required by County to facilitate the payment of insurance

proceeds directly to County, including the execution of an assignment of rights to insurance proceeds upon the request of County.

16. Contractor acknowledges that it has no rights in or to the vehicles, that it has not sublet, leased, transferred or assigned any interest it has or may have in the vehicles, and that there are no claims or encumbrances, of any kind or nature, whether recorded or not, against any vehicle. Contractor further represents and affirms that every person or entity who has provided any service, part, material, equipment or labor for the repair, maintenance or improvement of any vehicles has been paid in full and that there are no storage charges, repair or mechanic liens, or liens or encumbrance of any kind or nature that have been or may be recorded against any vehicle, or asserted against Contractor or the County.

17. The County or Paratransit Contractors A and B, or other County designee, will utilize the Vehicle Safety Inspection Form, attached to this Termination Agreement as Attachment Four, to document vehicle deficiencies (*i.e.*, Contractor's failure to repair (replace) or maintain vehicles and equipment as required). The County or its designee(s) will document all vehicle damage, missing or damaged (not working) equipment, and needed repairs and maintenance, and shall supply a detailed list of deficiencies to Contractor as shown in and in accordance with the Transition Timeline. Contractor acknowledges its obligation to immediately correct and remedy all vehicles and equipment deficiencies. Deficiencies that prevent the safe operation of a vehicle shall be given first priority for repair.

18. Contractor shall correct all vehicle deficiencies, beyond ordinary wear and tear, noted on the Vehicle Safety Inspection Form (report) in accordance with the Contract, the Vehicle Acceptance Agreement, and this Termination Agreement. Any deficiencies or required replacements or repairs noted on the Vehicle Safety Inspection Form (report) that are not completed

as of Friday, March 29, 2019, will be repaired by the County, its designee(s) or Paratransit Contractor A or B, at the sole cost of the Contractor. The cost of maintenance, repairs (replacements), including all other out of pocket expenses for which a claim has been asserted, will be shown on an invoice provided to Contractor and the invoiced amount deducted from the Progress Payments or other available funds.

19. Contractor shall finalize and submit all required data, forms and reports in accordance with Attachment Two. All Final Reports must be submitted to County no later than Friday, April 12, 2019.

20. The County's contract representative during the period prior to and after the termination of the Contract is Chad Hockman, Senior Manager of Paratransit, Palm Tran, whose telephone number is (561)812-5354. Contractor's contract representative during the period prior to and after the termination of the Contract is Eduardo Carrion, Vice President, Maruti Fleet & Mgmt, LLC, whose telephone number is (210)793-6557. Questions or concerns a party has arising after Contract termination date shall be addressed to the other party's contract representative or his or her successor.

21. This Termination Agreement has been entered into without additional consideration, inducement or other promise or condition of either party other than the consideration, mutual promises and obligations set forth herein.

22. Contractor represents and warrants that there is no threatened or pending litigation arising out of its performance of the Contract that it has not notified County's contract representative of in writing, and that there is no threatened or pending litigation which would preclude, interfere with or delay the performance of its obligations or interfere with or impair the interests of the County.

23. Contractor understands that all information, data, documentation and information gathered or prepared by Contractor in the performance of its obligations under the Contract, Vehicle

Acceptance Agreement and this Termination Agreement is and shall remain the property of the County. Contractor agrees that it shall not provide consulting services to or testify for or on behalf of any person or entity, who has a claim against or has filed a complaint against County, Palm Tran, Inc., or any of their respective officials, employees, servants or agents, or any other entity or person providing paratransit transportation services to County, unless Contractor has first obtained County's consent to the provision of such services or is compelled to testify by law or judicial decree. Contractor shall not take any action adverse to the interests of the County or Palm Tran, Inc. by providing consulting services or advice to any person or entity whose interests are adverse to the County or Palm Tran, Inc., or to any person or entity that has, had or may foreseeably have a contractual relationship with the County related in any manner to County's public transportation system or paratransit program, unless the County has first consented to such in writing.

24. Contractor will cooperate with County (including the provision of testimony, expert or otherwise) in any legal, administrative and/or judicial proceeding(s), arbitration, labor dispute, grievance, mediation or other civil or dispute resolution proceeding, of any kind or nature, including but not limited to any proceeding relating to a claim or action threatened or commenced against County and/or Palm Tran, Inc. under the National Labor Relations Act, 49 USC 5333(b), 29 CFR Part 215, or any other state or federal law, rule or regulation, by any person or entity, including but not limited to, an applicant for employment or employee of Contractor, labor union or bargaining agent, or federal, state or local governmental entity. Upon the request of County, Contractor will assist County with the preparation of any document County requests so as to maximize the likelihood that the document will be credible evidence in any legal, administrative and/or judicial proceeding(s), and any arbitration, grievance, labor dispute, mediation or other civil proceeding or dispute resolution process, of any kind or nature.

25. On or before Saturday, March 30, 2019, Contractor shall have delivered into the physical possession of County's contract representative or Paratransit Contractors A and B, as determined by County, and to the location designated by County, certain records, data, reports and documents relating to the vehicles and equipment used to perform Run Package C or the Work, including all maintenance and repair records, and certain other records designated by County for transfer to Paratransit Contractors A or B. All other records shall be transferred and delivered to County in accordance with this provision and Section 27 below. Such records, data, reports and documentation shall be delivered in the medium reasonably required by County and in accordance with law, so as to permit Contractor's records, data, reports and documents to be immediately accessible and usable. Notwithstanding the foregoing, County's contract representative, may establish a schedule (and to vary the times established in the Transition Timeline) for the provision of said records, data, reports and documents. The schedule will also identify, if deemed necessary by County, the medium or form of the records, data, reports and documents to be transmitted to County. Nothing contained herein shall diminish Contractor's current and continuing obligations under the Contract, Vehicle Acceptance Agreement and this Termination Agreement, including but not limited to, to those pertaining to the maintenance, examination, inspection, delivery of and access to records, data, reports and documents.

26. The parties agree that Article 27 – Public Records, Access and Audits of the Contract is deleted in its entirety and replaced with the following:

ARTICLE 27– PUBLIC RECORDS, ACCESS AND AUDITS

The Contractor shall maintain in Palm Beach County, Florida, all records related to the performance of the Contract, including but not limited to, 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. In the event of litigation or

settlement of claims arising out of, under or related to the Contractor's performance of the Contract, the Contractor shall continue to maintain such records in Palm Beach County and to allow County and the governmental entities described in Article 32, Special Contract Provision No. 7 of the Contract access to the records as provided therein, this article, and any other applicable provisions of the Contract. The County shall have access to such records as it may require for the purpose of inspection or audit during normal business hours, at the Contractor's place of business or such other location acceptable to County.

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Contractor: **(i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2), F.S.**, the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The parties further acknowledge that the Contractor is an entity that is acting as described in (i) and (ii) above and is subject to the requirements set forth below. The Contractor 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 County's Custodian of Public Records (County's Custodian) or County's contract representative, on behalf of the County's Custodian, 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 Contractor 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 term and following completion of the Contract, if the Contractor does not transfer the records to County. Nothing contained herein shall prevent the disclosure of or the provision of all records to the County.
- D. Upon completion of the Contract, the Contractor shall transfer, at no cost to the County, all public records in possession of the Contractor unless notified by County's representative/liason, on behalf of the County's Custodian, to keep and maintain public records required by County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to County, upon request of the County's Custodian or the County's contract representative/liaison, on behalf of the County's Custodian, in a format that is compatible with the information technology systems of County, at no cost to County.

Contractor 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. Failure of the Contractor to comply with the requirements of this Article, Chapter 119, F.S. and other applicable requirements of state law shall be a material breach of contract and may result in termination under Article 9.B. of the Contract. Contractor may also be subject to penalties under Section 119.10, F.S. County shall have the right to exercise any and all remedies available to it for breach of contract, including but not limited to, the right to terminate for cause.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBCGOV.ORG OR BY TELEPHONE AT 561-355-6680.

27. Contractor does hereby waive, acquit, release, indemnify, hold harmless and forever discharge the County and Palm Tran, Inc., including all of their respective current or former officers, employees, servants, elected and appointed officials, 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 termination date of the Contract, as supplemented by the Vehicle Acceptance Agreement, and amended by this Termination Agreement. Contractor expressly acknowledges that this Termination Agreement constitutes adequate and full compensation for this waiver and release. Contractor further agrees that in consideration of the Contract modifications described in this Termination Agreement that it will execute and deliver to County's contract representative, the Waiver and Release of All Claims form, attached hereto as Attachment Five, simultaneously with its submittal of its Final Invoice on Monday, April 15, 2019. Contractor further understands, acknowledges and agrees that this waiver and release and that its execution and deliverance of the Waiver and Release of All Claims form constitute a full and final bar to Contractor pursuing any and all claims against the County in any forum whatsoever. The above provision is intended to supplement the indemnification requirements of the Contract and does not replace or diminish Contractor's indemnification obligations under the Contract, including but not limited to, those set forth in Articles 17 and 25 of the Contract.

28. Contractor agrees that County has the right to modify the Scope of Work, and that the modifications addressed in this Termination Agreement are permitted under the Contract, including but not limited to its Articles 9 and 34, and Sections 4.3 and 4.6.10 of its Scope of Work. Such modifications include, but are not limited to, County's right or ability to require Contractor to immediately transfer or shift any number of vehicles to Paratransit Contractor A or B, as County determines appropriate, County will shift and reassign a cooresponding number of runs and trips. The number of service hours to be performed by Contractor shall be proportionally reduced in relation to the number of runs and vehicles transferred or shifted. Contractor agrees that County is released from and relieved of the obligation to provide to Contractor seven (7) day notice of County's intention

to shift vehicles as set forth in Section 4.6.10 of the Scope of Work to the Contract, and the Vehicle Acceptance Agreement. The provisions of this Termination Agreement authorizing County to immediately shift or transfer vehicles shall control over any provisions in the Contract to the contrary, including but not limited to the provisions of Articles 9 and 34 of the Contract and its Scope of Work, including but not limited to its Sections 4.3 and 4.6.10. The provisions of this Termination Agreement shall also have control over any provisions in the Vehicle Acceptance Agreement to the contrary. Contractor further acknowledges that the compensation to be paid by County to Contractor is reduced from that originally anticipated under paragraph A of Article 4 of the Contract as a result of the Termination Agreement's modification of the Contract.

29. The parties agree that Article 40 - Dispute Resolution is added to the Contract to provide as follows:

Article 40 - Dispute Resolution

In the event of a dispute concerning the payment of an invoice or payment request which cannot be resolved between the Contractor and County, through their contract representatives, Contractor may, in accordance with the alternative dispute resolution requirements of Section 218.72, *et. seq.*, Florida Statutes, demand in writing a meeting with and review by the Executive Director of Palm Tran. In the event the Executive Director is absent or unavailable, Palm Tran's Deputy Director Fixed Route Operations or its Director of Administrative Services may conduct the meeting and review. Such meeting and review shall occur within ten (10) business days of receipt by County of Contractor's written demand. The Executive Director, the Deputy Director of Fixed Route Operations or the Director of Administrative Services, conducting the meeting shall issue a written decision regarding the dispute within ten (10) business days of the meeting. This decision shall be the County's final decision for the purposes of the Local Government Prompt Payment Act. The foregoing shall not be deemed to affect Contractor's right to proceed to litigation or increase Contractor's burden of proof in any such litigation.

30. Contractor acknowledges that it has no outstanding payment invoices, that it has been paid, in full, for all services rendered prior to the date of this Termination Agreement and that no dispute concerning payment exists. Further, Contractor expressly waives any and all rights it has to

the accrual of interest charges or payment therefore under the Local Government Prompt Payment Act.

31. Contractor acknowledges its duty and obligation to perform in accordance with the terms and conditions of the Contract and Vehicle Acceptance Agreement, as modified by this Termination Agreement. Nothing contained herein shall release Contractor from the performance of said duties and obligations to the satisfaction of County nor extinguish any rights of the County. Moreover, County has not and is not waiving its right to insist on full performance of each and every obligation of the Contract and Vehicle Acceptance Agreement, as modified by this Termination Agreement. Nothing contained herein shall deprive the County of any remedy it has under the Contract, Vehicle Acceptance Agreement, this Termination Agreement or at law or equity.

32. Except as modified by this Termination Agreement, all provisions of the Contract and Vehicle Acceptance Agreement are hereby confirmed, preserved and shall remain in full force and effect. To the extent there is any conflict between this Termination Agreement and the Contract and Vehicle Acceptance Agreement, the terms of this Termination Agreement shall prevail in accordance with Section 6 of this Termination Agreement.

33. This Termination Agreement is made solely and specifically between and for the benefit of the parties and Palm Tran, Inc., and is not intended to benefit any third party except Palm Tran, Inc. Palm Tran's Executive Director or designee will notify Palm Beach County's Inspector General of the Palm Beach County Board of County Commissioner's (Board) approval of this Termination Agreement within three (3) days of the Board's approval, and deliver a copy of the agenda item presented to the Board regarding this Termination Agreement.

34. The preparation of this Termination Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more

severely against one of the parties than the other.

35. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County, Florida.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned parties have executed this Termination Agreement on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, by and through its BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Mayor

ATTEST:

Contractor:
MARUTI FLEET & MGMT, LLC

By: Parth Parikh
(Signature)

By: Neta Parikh
(Signature)

Parth Parikh
(Print or Type Name)

Neta Parikh
(Print or Type Name)

Anthony Radicone
(Signature)

Manager
(Print or Type Title)

ANTHONY RADICONE
(Print or Type Name)

(Corporate Seal)

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions

John B...
County Attorney

Clinton Forbes
Clinton Forbes, Executive Director, Palm Tran

Attachment One - VEHICLE ASSIGNMENT ACCEPTANCE AGREEMENT

NEW VEHICLE ASSIGNMENT ACCEPTANCE
Implementing Contract (R2014-1542)

1. VEHICLE ASSIGNMENT ACCEPTANCE. This ACCEPTANCE is signed by Maruti Fleet & Management, LLC in furtherance of the CONTRACT with Palm Beach County (hereinafter referred as "the CONTRACTOR"). CONTRACTOR acknowledges that this Vehicle Assignment Acceptance was contemplated in RFP 14-041/SC and consideration was provided in said CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE C (R2014-1542).
2. TERM. The term for Vehicle assignment begins on January 6, 2015 and ends on January 31, 2022.
3. USEAGE. Vehicles are assigned by the COUNTY to the CONTRACTOR solely for the provision of transportation services in accordance with the CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE C (R2014-1542), between the COUNTY and the CONTRACTOR (hereinafter referred to as "the CONTRACT"). CONTRACTOR shall not use any vehicle assigned for any purpose other than expressly permitted under the CONTRACT.
4. VEHICLES. The COUNTY hereby assigns to the CONTRACTOR the vehicles fully described in Exhibit "A", attached hereto and by reference incorporated herein (the "Vehicles").
5. REGISTRATION AND TAXES. The COUNTY is responsible for all costs to register, title and license each vehicle described in Exhibit "A". All taxes associated with the vehicle are the COUNTY's responsibility.
6. ASSIGNMENT. The CONTRACTOR may not lease, assign or transfer any of its rights or obligations under the CONTRACT, as described in the CONTRACT, or sublet the vehicles to another party or permit any other entity to use any vehicle provided to CONTRACTOR for any purpose, without prior written consent of the COUNTY. If the COUNTY consents to such an assignment, the CONTRACTOR will continue to remain liable for all liabilities and responsibilities under the CONTRACT. The CONTRACTOR shall not permit any lien, claim or encumbrance to be filed against any vehicle or any action to be taken against the COUNTY on account of any labor, service, good, material or equipment used on any vehicle.

The COUNTY shall be made an intended third party beneficiary to any assignment, use agreement or other assignment that CONTRACTOR may make with a third party/subcontractors regarding the use, provision operation or acceptance of any vehicle, and the COUNTY shall have the right to enforce any of CONTRACTOR's rights. In addition, any regards that the third party /subcontractor may have shall be subcontracted to the rights and interest of the COUNTY.

7. SUBCONTRACTORS. The CONTRACTOR has full responsibility for any and all Subcontractors who will use the COUNTY Vehicles utilized under this Acceptance. Any Subcontractor Contracts which will utilize any Vehicles shown in Exhibit "A" must include for their review and CONTRACT, this Acceptance in its entirety. The COUNTY CONTRACT representative must be supplied a copy of the Acceptance document for the subcontractor in advance of a Vehicle being utilized by a subcontractor and such subcontract shall be fully consistent with the CONTRACT and not limit or prevent the COUNTY services it reflects under the CONTRACT.
8. ACCEPTANCE. Upon delivery of the Vehicles as described in Exhibit "A", the parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle. Upon acceptance, the CONTRACTOR shall assume responsibility for the vehicles until such time that the vehicles are returned to the COUNTY. The Vehicles shall be returned to the COUNTY in the same condition as originally delivered, ordinary wear and tear excepted.
9. INSURANCE. Insurance will be provided by the CONTRACTOR in accordance with the Article 16 of the CONTRACT.
10. WARRANTIES. The CONTRACTOR accepts the vehicles "as is." The CONTRACTOR acknowledges that the COUNTY is not the manufacturer, the agent of the manufacturer, or the distributor of the vehicles hereunder. COUNTY makes no warranty or representation, express or implied of any kind or purpose, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the vehicles nor any warranty that the vehicles will satisfy the requirements of any law or CONTRACT specification, and as between the COUNTY and the CONTRACTOR, the CONTRACTOR agrees to bear all such risks at its sole risk and expense. No warranties are made as to patent infringement or any latent defect. The CONTRACTOR acknowledges that it shall make a detailed inspection of each Vehicle and correct any condition that may interfere with or affect its safe operation or use, or create danger to any person or property prior to using or operating any Vehicle. The CONTRACTOR reserves the right to reject any Vehicle that, upon inspection by CONTRACTOR, appears damaged, unfit, non-functioning or dangerous. Nothing contained in RFP-14-041/SC and any amendments issued thereto, all information and questions answered and no oral representation or statements made regardless of the time given shall not

create a warranty of any kind or nature. The CONTRACTOR specifically waives its rights to make claim against the COUNTY for any Vehicle for breach or any warranty of any kind whatsoever and as to the COUNTY, the CONTRACTOR accepts the Vehicles "as is." In no event shall COUNTY be liable for special, incidental, or consequential damages whatsoever or howsoever caused.

No warranties, whether express or implied, are given. All warranties of merchantability and fitness for any or an implied or particular purpose are expressly excluded. Palm Beach County shall not be liable for any general, special, direct or indirect damages, including without limitation, any lost profits, savings or other consequential, exemplary or incidental damages arising out of this agreement and/or the CONTRACTOR's use or operation of the buses. Neither Palm Beach County nor Palm Tran, Inc. shall be liable for any claim for damages, including but not limited to personal injury, property damage or death, based upon a claim in contract, tort (including negligence), misrepresentation strict liability or breach of warranty.

All warranty repair work must be coordinated with and through the Vehicle Dealer with notice to the COUNTY.

11. RIGHT OF INSPECTION. The COUNTY reserves the right to inspect and observe the use of the vehicles at any time with or without prior notice to the CONTRACTOR or any of its subcontractors. Upon inspection, if the vehicles are found in an unsatisfactory condition, the COUNTY may require the CONTRACTOR to make immediate repairs. In lieu of such repairs, the COUNTY may elect to perform or have performed the necessary repairs at the CONTRACTOR's sole expense.
12. THEFT OR DESTRUCTION OF VEHICLES. The CONTRACTOR shall be solely responsible for any and all losses associated with the theft or destruction of the vehicles or the rendering of the vehicles unsuitable for their intended use, including, but not limited to, damage due to burglary, vandalism, fire, riot, insurrection, act of God, accident, or any other casualty. The CONTRACTOR shall promptly report to the COUNTY any damage to the vehicles within twenty four (24) hours.
13. NO PROPERTY INTEREST IN VEHICLES. The vehicles shall be titled and remain in the name of the COUNTY. The CONTRACTOR shall acquire no property interest in the vehicles by virtue of, or operation of, the CONTRACT, this Acceptance, and the vehicles shall remain the property of the COUNTY throughout the term of the CONTRACT. The CONTRACTOR shall not disturb, remove or obstruct any COUNTY property tags, labels or other signage affixed to the vehicles.

14. CONTRACTOR RESPONSIBILITIES. The CONTRACTOR shall have the following duties which it agrees will be faithfully executed during the term of the CONTRACT:

- a. The CONTRACTOR shall inspect each vehicle, and its equipment, as needed and as frequently as determined necessary by the COUNTY.
- b. The CONTRACTOR shall operate Vehicles and use all installed equipment in a careful and proper manner and shall comply with the CONTRACT and all Federal, State, Local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicles. The CONTRACTOR shall be solely responsible for and agrees to pay any and all fines, penalties, citations, parking tickets or court process (all referred to as "Fines") issued in connection with the use of the Vehicles. The COUNTY has no responsibility for any fines, penalties, liability, tickets, fee charge assignment relating to the use of the Vehicles. If the COUNTY receives any court process related to CONTRACTOR's use of Vehicles, the COUNTY will tell the court that the CONTRACTOR must pay any legitimate fines. If the CONTRACTOR fails to pay or settle any such fine, the COUNTY may pay it for the CONTRACTOR and the CONTRACTOR will reimburse the COUNTY on demand any sum paid or the COUNTY may deduct the amount from any monies due CONTRACTOR, or County Department appropriate in its sole discretion.
- c. The CONTRACTOR shall ensure that each Vehicle is operated only by a fully qualified, competent, licensed driver in accordance with the terms of the CONTRACT.
- d. The CONTRACTOR shall retain a spare key for each vehicle.
- e. The CONTRACTOR will perform all Vehicle maintenance in accordance with the CONTRACT. The CONTRACTOR shall be solely responsible for the quality and workmanship of all repairs and maintenance to the vehicles and nothing herein shall relieve the CONTRACTOR of its obligation to properly maintain the vehicles. All parts and materials, including lubricants and fuel, used in maintaining or operating the vehicle(s) shall be in accordance with the vehicle's manufacturer's specifications for said parts and materials. Vehicle parts must be Original Equipment Manufacturer (OEM) parts, as available.
- f. The CONTRACTOR will not modify nor make no structural or other significant alterations to the Vehicles without the prior written consent of the COUNTY. Any accessories, equipment or parts permanently installed in or on the Vehicles with

or without the COUNTY's permission become the property of the COUNTY and part of the vehicles

- g. The CONTRACTOR agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the Vehicles; (c) transport any unauthorized passengers; or (d) provide any services or function not authorized by the COUNTY and expressly provided for under the CONTRACT.
- h. The CONTRACTOR shall be required to prepare and keep Vehicle files by Vehicle number, documenting each Vehicle's maintenance history including, but not limited to: pre-trip inspections, preventative maintenance, scheduled maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of the CONTRACT and a copy shall be provided to the COUNTY upon request and upon the termination or expiration of the CONTRACT or the transfer of a Vehicle to another paratransit service CONTRACTOR. The COUNTY shall have unrestricted access to all Vehicle maintenance records during the term of the CONTRACT.
- i. The CONTRACTOR will not place any Vehicle into service which does not meet the requirements of the CONTRACT and which is not assigned in accordance with the requirements of the CONTRACT. Any out of service Vehicle must be returned into service within five (5) calendar days. In the event that a Vehicle will not be back in service within five (5) calendar days due to the unavailability of parts or the nature of the repair, the CONTRACTOR shall notify the COUNTY in writing, immediately and include the reason for the delay. The CONTRACTOR must have written approval from the CONTRACT Administrator for any repair that will keep a Vehicle out of service for more than five (5) calendar days.
- j. The CONTRACTOR shall be solely responsible for the operation of each Vehicle in accordance with all federal, state, and local regulations. Additionally, the CONTRACTOR shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicles. The CONTRACTOR shall utilize every practicable safeguard so as to minimize the discharge of pollutants. The CONTRACTOR shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the Services provided by CONTRACTOR hereunder.

- k. In the event a vehicle sustains damage, it shall be the responsibility of the CONTRACTOR to make any and all repairs at its sole expense using only OEM parts, as available, in accordance with manufacturer's specifications. The COUNTY reserves the right, but not the obligation, to inspect all repairs.

In the event a vehicle is damaged beyond repair (totaled), all insurance proceeds received from the CONTRACTOR's insurance policy shall be turned over to the COUNTY in their entirety. Prior to the final settlement with the insurer, the COUNTY's Risk Management Department shall be contacted to approve the settlement amount. If the amount appears to be less than the actual cash value (ACV) of the vehicle in question, the COUNTY reserves the right to hire an independent adjuster to review the claim in anticipation of further negotiation prior to a final settlement. In no case shall a totaled vehicle claim be settled without COUNTY approval.

15. COUNTY'S RESPONSIBILITIES. The COUNTY will have the following duties, which it agrees will be faithfully executed during the term of the CONTRACTOR:

- a. Inspections will occur as needed and frequently as determined by the COUNTY. The COUNTY will complete a visual and mechanical inspection of each Vehicle, a comprehensive review of each Vehicle's maintenance file, a crosscheck of the reported repairs compared to the actual on Vehicle parts and signs of excessive wear.
- b. Beginning January 5, 2015, the COUNTY will transfer possession of the Vehicles shown on Exhibit "A" to the CONTRACTOR. The parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle and verify CONTRACTOR acceptance of the Vehicle.

16. VEHICLE TRANSFER PROCESS - "FROM". During the term of the CONTRACT, vehicles may be reassigned and transferred FROM the CONTRACTOR due to changes in demand, partial termination or the expiration of the CONTRACT, as specified in the CONTRACT:

- a. The COUNTY will determine the number of vehicles to be transferred from the CONTRACTOR.
- b. The COUNTY will notify the CONTRACTOR in writing of the intent to transfer vehicles from the CONTRACTOR at least seven days prior to the transfer and

include the reason for the transfer.

- c. The CONTRACTOR will return the vehicles to the COUNTY in the same condition they were in when delivered to the CONTRACTOR, subject to reasonable wear and tear. The CONTRACTOR shall not be responsible for the depreciation resulting from the authorized use of the Vehicles.
- d. The COUNTY will select the vehicles to be transferred. Vehicles will be selected from the middle third of the "from" CONTRACTOR's fleet, as determined by vehicle mileage.
- e. The CONTRACTOR shall make selected vehicles available to the COUNTY and the "TO" CONTRACTOR for inspection prior to the specified date of the transfer.

17. VEHICLE TRANSFER PROCESS - "TO". During the term of the CONTRACT, Vehicles may transfer TO the CONTRACTOR, due to changes in demand, partial termination of another CONTRACTOR, as provided in the CONTRACT.

- a. The CONTRACTOR shall acknowledge and understand the Vehicles transferred "to" are used and CONTRACTOR accepts the Vehicles "as is" for all purposes of this Assignment.. CONTRACTOR and COUNTY agree that (a) CONTRACTOR and COUNTY will inspect the Vehicles and identify existing defects; (b) CONTRACTOR will provide COUNTY a list of defects on the Vehicles as a result of said inspection; (c) that COUNTY and CONTRACTOR shall agree on a list of all noted defects and thereafter, CONTRACTOR accepts the Vehicles "as is" for all purposes of the CONTRACT and this Vehicle Assignment Acceptance ; (d) and verify the vehicle transfer and vehicle condition through a Mid-Contract Vehicle Acceptance Form.
- b. The COUNTY will exclude from the "from" vehicle list any vehicles that (1) have undergone excessive breakdowns, maintenance and/or repairs, (2) have displayed fuel and oil consumption exceeding the fleet/vehicle type average, and/or (3) have been involved in one or more accidents.
- c. The COUNTY will also identify up to three "contingency" vehicles in case the vehicles inspected have more than reasonable wear and tear, or there appear to be "hidden" repairs not appearing on the maintenance history report.
- d. The vehicle maintenance file will be made available to the CONTRACTOR for

review.

- e. The CONTRACTOR may refuse to accept any Vehicle due to mechanical concerns. In such case the COUNTY will select another vehicle for transfer.
- f. Once the vehicle is accepted, it is accepted "as is" and all further maintenance requirements are the responsibility of the "to" CONTRACTOR.

18. CONTRACT TERMINATION. If, upon CONTRACT termination, the COUNTY's appraisal determines that the vehicles have been subject to excess wear and tear, the CONTRACTOR will be responsible and liable for the cost to restore the vehicles to the required condition, subject to the CONTRACTOR's right to obtain its own appraisal and/or dispute the amount owed as provided by applicable law. Standards that COUNTY applies in determining that the vehicles have been subject to excess wear and tear are:

- a. The manufacturer's maintenance schedule has not been met;
- b. The vehicles will not pass any inspection to which it is or will be subject;
- c. The vehicles does not have all undamaged matching tires or brake linings with at least 50% of the original tread life of each tire or with at least 50% of the useable brake linings remaining;
- d. The vehicles are not returned with the same equipment and accessories, in working order, as installed at time of delivery to CONTRACTOR;
- e. There are rips, tears, burns, soiling, graffiti or excessive wear to the carpet or other flooring, seats, doors, windows, headliner or dashboard;
- f. There are scratches, dents, pits, rust areas, mismatches of paint or cracks in the fenders, bumpers, grill, roof, hood, trunk or doors, or other body damage or improper repairs;
- g. The vehicles paint is in a worse condition than when originally assigned and accepted, accepted and such deterioration of paint is not assignable to ordinary wear and tear;
- h. The engine, drive train, wheelchair lift or any other mechanical, safety or electrical parts do not operate properly;
- i. There are any unapproved special identifications, markings or modifications anywhere on the vehicles;
- j. The windows, lenses or lights are cracked, faded or broken and such deterioration is not windows or lenses or lights is not assignable to ordinary wear and tear;
- k. Damage has resulted from sand, excessive use, abuse, misuse, negligence or accident.
- l. The vehicles must be clean, both interior and exterior.

19. In all cases, The COUNTY, shall have the right to inspect and to approve the condition of the Vehicles prior to COUNTY acceptance, and should the COUNTY determine that the vehicle is not in the proper condition, the CONTRACTOR shall at its sole cost and expense remedy any and all deficiencies identified by the COUNTY. The return of the vehicles at the end of the CONTRACT term must be scheduled with the COUNTY so that it can inspect the vehicles for acceptance on their return. In the event the CONTRACTOR fails to deliver the vehicles to the COUNTY as set forth above, the COUNTY shall have the right to take immediate possession of the vehicles, and the CONTRACTOR be solely responsible for and shall reimburse to COUNTY all expenses (which expenses shall include, but not be limited to any and all legal fees and costs) incurred by the COUNTY in effectuating such repossession and the restoration of the vehicles to the proper condition. COUNTY shall have the right to deduct all owed expense from any payments due to the CONTRACTOR.

CONTRACTOR:

Maruti Fleet & Management

Palm Tran

By: 
Signature

By: 
Signature

Markus G. Moore
Typed Name

Ron Jones
Typed Name

Director of operations
Title

Director Palm Tran Connection
Title

12/29/14
Date

12/29/14
Date

Exhibit A - Vehicle List

Exhibit B - New Vehicle Acceptance Form

Vehicle #: _____ Mileage: _____ VIN # (last 5 digits): _____

Vehicle Exterior (Check if Compliant)	
Cleanliness	Windshield Wipers/Washer
Side Mirrors	Horn
Hazards (Flashers)	Headlights (High/Low Beam)
Turn Signals	Parking Lights
Brake Lights	Back Up Alarm
Back Up Lights	Battery Storage Box
Window Operation/Condition	Windshield (No Cracks or Chips)
CONNECTION Logo / Signage	
Body Damage / Exterior paint (Greater than 1"): _____	
Vehicle Interior (Check if Compliant)	
MDT Device	Spill Kit
Speedometer	First Aid Kit
Valid Registration Card	Seatbelt Extensions
Accident & Emergency Procedure Checklist	Rear View Mirror
Back Up Camera & Screen	Interior Lights
Signage	Air Conditioning (Temp _____ F)
Condition of Floor	Emergency Triangles/Flares (3 Secured)
Fire Extinguisher (Charged & Mounted)	Steering
Web Cutter	Seat Belts
Seat Condition	W/C Securement Container/Pouch
Spare Tire	Cleanliness
Surveillance Camera & and Controller	Lift Manual Pump Handle
4 Point W/C Tie Downs (1 set per position)	Fire Suppression System(Charged and Mounted)
Oxygen Tank Holder	W/C Straps
Tire Condition (Note any Deficiency): _____	
Vehicle Mechanical (Check if Compliant)	
Exhaust System, Muffler Strap	No Fluid Leaks
Lug Nuts (If Missing, Specify Wheel _____)	Emergency Brake
Engine Warning Lights/Gauges	Fire Suppression System
Vehicle Transmission	Brakes
Brake Interlock System	Lift Roll Stop
W/C Lift	Transit Door
A/C System (Front and Rear)	

Vehicle Acceptance Document

Vehicle #: _____ Mileage: _____ VIN # (last 5 digits): _____

Date: _____

Vehicle number # _____ has been assigned to (VENDOR). (VENDOR) has taken position of this vehicle and hereby agrees that the vehicle meets all Contract requirements and accepts this vehicle "as is."

Inspection performed by (print): _____ Sign: _____

(Palm Tran)

Carrier Representative (print): _____ Sign: _____

(Vendor)

Attachment Two - Transition Timeline

Day and Date	Calendar Days Prior to final day of service	EVENT DESCRIPTION
Saturday, February 09, 2019	(48)	First Transit – First Vehicle Inspection (TEN MINIVANS)
Sunday, February 10, 2019	(47)	MV – First Vehicle Inspection (TEN MINIVANS PLUS FOUR CUTAWAYS)
Monday, February 11, 2019	(46)	First Transit – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Tuesday, February 12, 2019	(45)	MV – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Saturday, February 16, 2019	(41)	First Transit – Second Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, February 17, 2019	(40)	MV – Second Vehicle Inspections (If Needed)
Monday, February 18, 2019	(39)	First Transit – Second Inspection Reports Submitted to County/Palm Tran Connection.
Tuesday, February 19, 2019	(38)	MV – Second Vehicle Inspection Reports Submitted to County/Palm Tran Connection (IF NEEDED)
Saturday, March 09, 2019	(20)	First Transit – Third Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, March 10, 2019	(19)	MV – Third Vehicle Inspection (If Needed)
Monday, March 11, 2019	(18)	First Transit – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Tuesday, March 12, 2019	(17)	MV – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Saturday, March 16, 2019	(13)	
Sunday, March 17, 2019	(12)	
Monday, March 18, 2019	(11)	
Tuesday, March 19, 2019	(10)	
Monday, March 25, 2019		First Maruti Progress Payment Withheld
Friday, March 29, 2019	-	Last Day of Service for Maruti
Friday, March 29, 2019	-	ALL Final Repairs Completed BY MARUTI
Day and Date	CALENDAR DAYS, POST TERMINATIO	EVENT DESCRIPTION
Saturday, March 30, 2019	1	First Transit transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Saturday, March 30, 2019	1	First Transit - Final Vehicle Inspection, plus vehicle transfer to First Transit Operating Base
Sunday, March 31, 2019	2	MV transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Sunday, March 31, 2019	2	MV - Final Vehicle Inspection, plus vehicle transfer to MV Transit Operating Base
Sunday, March 31, 2019	2	Vehicle Acceptance Agreement with Maruti Fleet and Management terminates
Monday, April 01, 2019	3	First Day of New Service Delivery Model (Minus Maruti)
Monday, April 01, 2019	3	Second Maruti Progress Payment Withheld
Wednesday, April 03, 2019	5	First Transit – Final Vehicle Inspection Report Submitted to County/ Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Thursday, April 04, 2019	6	MV – Final Vehicle Inspection Report Submitted to County/Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Friday, April 12, 2019	14	Final Reports Due to County/Palm Tran Connection. Please refer to seperation agreement for specific reports.
Monday, April 15, 2019	17	Final Invoice Due to County/Palm Tran Connection.
Monday, April 15, 2019	17	Verification of Final Payroll.
Monday, July 08, 2019	101	Final Invoice Paid
Monday, July 08, 2019	101	Bond Released

* All reports due to County by 5:00 pm on the date shown. Notwithstanding anything set forth above, the County has the right to reasonably modify this Transition Timeline, including its dates, as County deems appropriate. Contractor acknowledges that modifications to the Transition Timeline may be needed if County determine that the inspections or any other matter related to the transition of the Work and transfer of vehicles are not proceeding as anticipated.

Contractor acknowledges and agrees that it has certain duties and obligations regarding the creation, production and submittal of certain reports, data and information which are of an ongoing or continuing nature. Such duties and obligations shall survive the termination of the Contract and shall include, but not be limited to, the following;

- National Transit Database (NTD) Report,
- Transportation Disadvantaged Annual Operating Report (TDAOR),
- Equal Employment Opportunity (EEO) Report
- Living Wage Certification
- Vehicle Mileage Report
- Monthly Maintenance and fuel/oil Report

Attachment Three – Vehicle Transfer List*

*The County reserves the right to adjust, transfer or withhold the assignment of any vehicle as it determines appropriate at its sole discretion.

MV Assignments

Configuration	Lift Maker	VIN Number	MOPAR Vehicle Protection Plan Number	Year of Chassis	Make	Model	Price	Funding Source	PTC Bus #	Tag #	Provider Assigned To	Actual Delivery Date	County Asset #
3/1	RAMP	2C7WDGBG1ER476565	39545614	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4831	TD0099	MARUTI	12/4/2014	10197800000000
3/1	RAMP	2C7WDGBG3ER476566	39545417	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4832	TD0086	MARUTI	11/26/2014	10197801000000
3/1	RAMP	2C7WDGBG5ER476567	39545388	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4833	TD0079	MARUTI	11/26/2014	10197802000000
3/1	RAMP	2C7WDGBG7ER476568	39545359	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4834	TD0081	MARUTI	11/26/2014	10197803000000
3/1	RAMP	2C7WDGBG9ER476569	39545282	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4835	TD0083	MARUTI	11/26/2014	10197804000000
3/1	RAMP	2C7WDGBG5ER476570	39545312	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4836	TC9985	MARUTI	11/26/2014	10197805000000
3/1	RAMP	2C7WDGBG7ER476571	39549393	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4837	TD0098	MARUTI	12/4/2014	10197806000000
3/1	RAMP	2C7WDGBG9ER476572	39545337	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4838	TD8705	MARUTI	12/6/2014	10197807000000
3/1	RAMP	2C7WDGBG0ER476573	39545993	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4839	TD8707	MARUTI	12/6/2014	10197808000000
3/1	RAMP	2C7WDGBG2ER476574	40104457	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4840	TC9986	MARUTI	12/11/2014	10197809000000

Configuration	Lift Maker	VIN Number	Year of Chassis	Make	MFG	Price	Funding Source	PTC Bus #	Tag #	Provider Assigned To	Actual Delivery Date	County Asset #
6/2	RICON	1FDWE3FL8EDB18114	2014	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	4701	TD7157	MARUTI	10/23/2014	10197741000000
6/2	RICON	1FDWE3FLXEDB18115	2014	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	4702	TD7158	MARUTI	11/3/2014	10197742000000
6/2	RICON	1FDWE3FL1FDA00830	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5701	TC8283	MARUTI	12/29/2014	10197754000000
6/2	RICON	1FDWE3FL9FDA00834	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5702	TC4864	MARUTI	12/11/2014	10197755000000
6/2	RICON	1FDWE3FL7FDA03389	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5703	TC8280	MARUTI	12/29/2014	10197756000000
6/2	RICON	1FDWE3FL7FDA03392	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5706	TC8282	MARUTI	12/11/2014	10197759000000
6/2	RICON	1FDWE3FL2FDA03395	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5707	TC8299	MARUTI	12/23/2014	10197760000000
6/2	RICON	1FDWE3FL4FDA03396	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5708	TC8298	MARUTI	12/23/2014	10197761000000
6/2	RICON	1FDWE3FL8FDA03398	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5709	TC8297	MARUTI	12/23/2014	10197762000000
6/2	RICON	1FDWE3FLXFDA03399	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5710	TC4860	MARUTI	12/15/2014	10197763000000
6/2	RICON	1FDWE3FL4FDA03401	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5711	TC4861	MARUTI	12/15/2014	10197764000000
6/2	RICON	1FDWE3FL6FDA03402	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5712	TC8279	MARUTI	12/11/2014	10197765000000
6/2	RICON	1FDWE3FL8FDA03403	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5713	TC4862	MARUTI	12/15/2014	10197766000000
6/2	RICON	1FDWE3FLXFDA03404	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5714	TC8278	MARUTI	12/11/2014	10197767000000
6/2	RICON	1FDWE3FL1FDA03405	2015	FORD E350	VANTERRA X	\$78,264.00	PBC Funds	5715	TC4863	MARUTI	12/16/2014	10197768000000

First Transit Assignments

Configuration	Lift Maker	VIN Number	MOPAR Vehicle Protection Plan Number	Year of Chassis	Make	Model	Price	Funding Source	PTC Bus #	Tag #	Provider Assigned To	Actual Delivery Date	County Asset #
3/1	RAMP	2C7WDGBG9ER476595	39545700	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4821	TD0889	MARUTI SUP	11/18/2014	101977910000000
3/1	RAMP	2C7WDGBG0ER476556	39545250	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4822	TD0990	MARUTI SUP	11/20/2014	101977920000000
3/1	RAMP	2C7WDGBG2ER476557	39545684	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4823	TD0865	MARUTI	11/12/2014	101977930000000
3/1	RAMP	2C7WDGBG4ER476558	40104438	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4824	TD0100	MARUTI	12/4/2014	101977930000000
3/1	RAMP	2C7WDGBG6ER476559	39549468	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4825	TD0091	MARUTI	11/18/2014	101977940000000
3/1	RAMP	2C7WDGBG8ER476560	39545665	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4826	TD0092	MARUTI	11/20/2014	101977950000000
3/1	RAMP	2C7WDGBG4ER476561	39545652	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4827	TD0084	MARUTI	11/25/2014	101977960000000
3/1	RAMP	2C7WDGBG6ER476562	39549458	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4828	TD0093	MARUTI	11/20/2014	101977970000000
3/1	RAMP	2C7WDGBG8ER476563	39549450	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4829	TD0082	MARUTI	11/25/2014	101977980000000
3/1	RAMP	2C7WDGBG6ER476564	39549434	2014	Dodge	Grand Caravan	\$49,993.00	PBC Funds	4830	TD0085	MARUTI	11/25/2014	101977990000000

Configuration	Lift Maker	VIN Number
6/2	RICON	1FDWE3FL3FDA03406
6/2	RICON	1FDWE3FL9FDA03409
6/2	RICON	1FDWE3FL9FDA03393
6/2	RICON	1FDWE3FL0FDA03394
6/2	RICON	1FDWE3FL5FDA03407
6/2	RICON	1FDWE3FL3FDA00831
6/2	RICON	1FDWE3FL5FDA00832
6/2	RICON	1FDWE3FL8FDA00825
6/2	RICON	1FDWE3FLXFDA00826
6/2	RICON	1FDWE3FL5FDA00829
6/2	RICON	1FDWE3FL7FDA00833
6/2	RICON	1FDWE3FL3FDA00828
6/2	RICON	1FDWE3FL1FDA00827
6/2	RICON	1FDWE3FL6FDA03397
6/2	RICON	1FDWE3FL2FDA03400

Year of Chassis	Make	MFG	Price	Funding Source	PTC Bus #	Tag #	Provider Assigned To	Actual Delivery Date	County Asset #
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5716	TC8290	MARUTI	12/26/2014	101977890000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5717	TC8294	MARUTI	12/23/2014	101977700000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5718	TD7159	MARUTI	12/16/2014	101977710000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5719	TC8300	MARUTI	12/23/2014	101977720000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5720	TC8295	MARUTI	12/23/2014	101977730000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5722	TC8292	MARUTI	12/26/2014	101977750000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5723	TC8296	MARUTI	12/23/2014	101977760000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5724	TC8285	MARUTI	12/23/2014	101977770000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5725	TC8302	MARUTI	12/23/2014	101977780000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5726	TC8284	MARUTI	12/23/2014	101977790000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5727	TC8281	MARUTI	12/23/2014	101977800000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5728	TC8293	MARUTI	12/26/2014	101977810000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5729	TC8301	MARUTI	12/23/2014	101977820000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5730	TC8289	MARUTI	12/26/2014	101977830000000
2015	FORD E350	VANTERRA XL	\$78,264.00	PBC Funds	5731	TC8287	MARUTI	12/26/2014	101977840000000

MV First Transit





Attachment Four - Vehicle Safety Inspection Form

Vehicle Safety Inspection



Date: ___/___/___ Carrier: _____ Time: ___:___ AM/PM Location: _____
 Vehicle #: _____ Vehicle Make/ Model: _____ Year: _____ Mileage: _____
 VIN # (last 5 digits): _____ License #: _____ Vehicle Capacity: Ambulatory _____ W/C _____
 Inspection Type: (circle one) New Vehicle Pre/Post-Trip Annual Accident Incident Random Re-Inspection
 Configuration: Lift _____ Ramp _____ Sedan _____

✓ = Pass X = Repair Needed

Vehicle Exterior <input type="checkbox"/> Cleanliness <input type="checkbox"/> CONNECTION Logo <input type="checkbox"/> Windshield (No Cracks or Chips) <input type="checkbox"/> Window Operation/Condition <input type="checkbox"/> Windshield Wipers/Washer <input type="checkbox"/> Mirrors <input type="checkbox"/> Horn <input type="checkbox"/> Hazards (Flashers) <input type="checkbox"/> Headlights (High/Low Beam) <input type="checkbox"/> Turn Signals <input type="checkbox"/> Parking/Running Lights <input type="checkbox"/> Brake Lights <input type="checkbox"/> Back Up Lights/Alarm/Camera <input type="checkbox"/> Exhaust System, Muffler Strap <input type="checkbox"/> Fluid Leaks <input type="checkbox"/> Vehicle Number <input type="checkbox"/> Lug Nuts (If Missing, Specify Wheel _____) <input type="checkbox"/> Tire Tread Condition & Depth		   	
Vehicle Interior <input type="checkbox"/> Cleanliness <input type="checkbox"/> Valid FL Registration <input type="checkbox"/> Current Insurance Card <input type="checkbox"/> Spill Kit <input type="checkbox"/> Speedometer <input type="checkbox"/> Communication Device / Radio <input type="checkbox"/> Seat Condition <input type="checkbox"/> Accident & Emergency Procedure Checklist <input type="checkbox"/> Steering <input type="checkbox"/> Service/ Emergency Brakes <input type="checkbox"/> Interior Signage: No Smoking _____ Emergency Exit _____ Complaint Information _____ No Eating or Drinking on Vehicle _____ Video/Audio Surveillance _____		<input type="checkbox"/> Rear View Mirror <input type="checkbox"/> First Aid Kit <input type="checkbox"/> Interior Lights <input type="checkbox"/> Air Conditioning Temperature (Front A/C) _____ <input type="checkbox"/> Air Conditioning Temperature (Rear A/C) _____ <input type="checkbox"/> Engine Warning Lights/Gauges <input type="checkbox"/> Emergency Triangles/Flares (3 Secured) <input type="checkbox"/> Fire Extinguisher (Min 5lb Charged & Mounted w/Gauge)	
ADA <input type="checkbox"/> Brake Interlock System <input type="checkbox"/> Lift Roll Stop <input type="checkbox"/> Lift Ramp		<input type="checkbox"/> Lift Operation <input type="checkbox"/> Condition of W/C 4 Point Tie Downs <input type="checkbox"/> # of 4 Point W/C Tie Downs <input type="checkbox"/> Condition of 3 Point Restraints <input type="checkbox"/> # of 3 Point Restraints <input type="checkbox"/> # of Blue Loops <input type="checkbox"/> Fire Suppression System <input type="checkbox"/> Seat Belts <input type="checkbox"/> Seatbelt Extensions <input type="checkbox"/> W/C Securement Container/Pouch <input type="checkbox"/> AVL/MDT (Proper Operation) <input type="checkbox"/> Condition of Floor <input type="checkbox"/> Surveillance Cameras <input type="checkbox"/> Video Red Light Blinking	

___ Vehicle ACCEPTABLE for Palm Tran Connection service.
 ___ Vehicle NEEDS TO BE RE-INSPECTED. Please correct problems within ___ hours. Contact Palm Tran Connection to schedule re-inspection. (may still be used for service).
 ___ Vehicle NOT IN COMPLIANCE with Palm Tran Connection. Vehicle cannot be used for Connection services. Once serviced, contact Palm Tran Connection for re-inspection prior to putting vehicle back in service.

COMMENTS/ CONCERNS:

Inspection performed by: _____ Carrier Representative: _____
 Signature: _____ Signature: _____

Revised: 9/22/16

Attachment Five - Waiver and Release of All Claims form

WAIVER AND RELEASE OF ALL CLAIMS

KNOW ALL MEN BY THESE PRESENTS:

Maruti Fleet & Mgmt, LLC, (referred to herein as "**FIRST PARTY**"), in consideration of the modifications made by and between **FIRST PARTY** and Palm Beach County, to the Contract for Palm Tran Connection Paratransit Services (Run Package C), (R2014-1542), (such modifications to said "Contract" referred to herein as the "Termination 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 Palm Tran Connection Paratransit Services, Run Package C, (R2014-1542), including all modifications made under or by the Termination 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, or the Vehicle Assignment Acceptance Agreement attached to the Termination Agreement as Attachment One, 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, including the costs of appeals, from any request or demand for payment of any kind or nature, 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 of All Claims, and further represents that it has not been influenced to any extent whatsoever in executing this Waiver and Release of All Claims by any representations or statements regarding the value of any claims, or the legal liability therefore, or regarding any other matters or representations 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 _____, 2019.

IN THE PRESENCE OF:

FIRST PARTY:
Maruti Fleet & Management, LLC

WITNESS - Signature

By: _____
Signature

Type or Print Name

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
_____, 2019, 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 Maruti Fleet & Management, LLC.

WITNESS my hand and official seal this ____ day of _____, 2019.

[seal]

Notary Public
My Commission Expires:

Hudson Insurance Company
23901 Calabasas Rd. Ste. 1085
Calabasas, CA 91302

Continuation Certificate

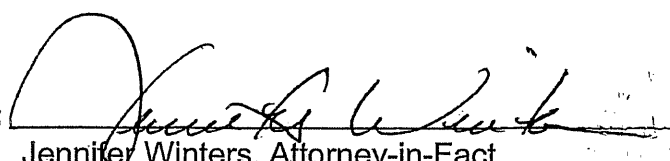
In accordance with the terms of the Bond or Statute, you are hereby given written notice of the continuation of the following bond:

Bond Number 10017182
issued to Maruti Fleet & Management, LLC
in favor of Palm Beach County and Palm Tran, Inc.
described as Palm Tran Connection Paratransit Transportation

Continuation shall be effective on 10/07/2018 and expire on 10/07/2019.

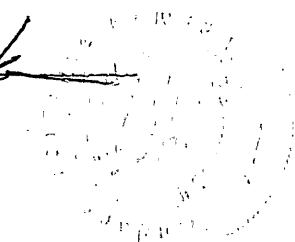
This bond continues in force to the above expiration date provided that losses and recoveries on it and all endorsements shall never exceed the penalty set forth in the bond, no matter how long this bond is in force.

In witness whereof, Hudson Insurance Company has caused its corporate seal to be hereunto affixed this 28th day of September 2018.

By: 
Jennifer Winters, Attorney-in-Fact

Distribution Copy to:

Maruti Fleet & Management, LLC
2301 South Division Avenue
Orlando, FL 32805





POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Jennifer Winters
of the State of TX

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the ponal sum thereof in excess of the sum of Seven Hundred Thousand Dollars (\$700,000.00)

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 16th day of November, 20 17 at New York, New York.

(Corporate seal)

HUDSON INSURANCE COMPANY

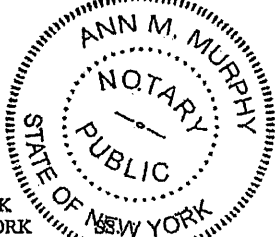
Attest: Dina Daskalakis
Dina Daskalakis
Corporate Secretary

By: Michael P. Clifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK. SS.

On the 16th day of November, 20 17 before me personally came Michael P. Clifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein and which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY
Notary Public, State of New York
No. 01MU6067553
Qualified in Nassau County
Commission Expires December 10, 2021

CERTIFICATION

STATE OF NEW YORK
COUNTY OF NEW YORK

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

Witness the hand of the undersigned and the seal of said Corporation this 28th day of September, 20 18.

(Corporate seal)



By: Dina Daskalakis
Dina Daskalakis, Corporate Secretary

Attachment Two - Transition Timeline

Day and Date	Calendar Days Prior to final day of service	EVENT DESCRIPTION
Saturday, February 09, 2019	(48)	First Transit – First Vehicle Inspection (TEN MINIVANS)
Sunday, February 10, 2019	(47)	MV – First Vehicle Inspection (TEN MINIVANS PLUS FOUR CUTAWAYS)
Monday, February 11, 2019	(46)	First Transit – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Tuesday, February 12, 2019	(45)	MV – First Vehicle Inspection Reports Submitted to County/Palm Tran Connection
Saturday, February 16, 2019	(41)	First Transit – Second Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, February 17, 2019	(40)	MV – Second Vehicle Inspections (If Needed)
Monday, February 18, 2019	(39)	First Transit – Second Inspection Reports Submitted to County/Palm Tran Connection.
Tuesday, February 19, 2019	(38)	MV – Second Vehicle Inspection Reports Submitted to County/Palm Tran Connection (IF NEEDED)
Saturday, March 09, 2019	(20)	First Transit – Third Vehicle Inspection (EIGHT CUTAWAYS)
Sunday, March 10, 2019	(19)	MV – Third Vehicle Inspection (If Needed)
Monday, March 11, 2019	(18)	First Transit – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Tuesday, March 12, 2019	(17)	MV – Third Vehicle Inspection Reports Submitted to County/Palm Tran Connection. Inspections and Reports for vehicle transfer completed.
Saturday, March 16, 2019	(13)	
Sunday, March 17, 2019	(12)	
Monday, March 18, 2019	(11)	
Tuesday, March 19, 2019	(10)	
Monday, March 25, 2019		First Maruti Progress Payment Withheld
Friday, March 29, 2019	-	Last Day of Service for Maruti
Friday, March 29, 2019	-	ALL Final Repairs Completed BY MARUTI
Day and Date	CALENDAR DAYS, POST TERMINATIO	EVENT DESCRIPTION
Saturday, March 30, 2019	1	First Transit transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Saturday, March 30, 2019	1	First Transit - Final Vehicle Inspection, plus vehicle transfer to First Transit Operating Base
Sunday, March 31, 2019	2	MV transfer of Spare keys, Vehicle Documentation, Vehicle Maintenance Files
Sunday, March 31, 2019	2	MV - Final Vehicle Inspection, plus vehicle transfer to MV Transit Operating Base
Sunday, March 31, 2019	2	Vehicle Acceptance Agreement with Maruti Fleet and Management terminates
Monday, April 01, 2019	3	First Day of New Service Delivery Model (Minus Maruti)
Monday, April 01, 2019	3	Second Maruti Progress Payment Withheld
Wednesday, April 03, 2019	5	First Transit – Final Vehicle Inspection Report Submitted to County/ Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Thursday, April 04, 2019	6	MV – Final Vehicle Inspection Report Submitted to County/Palm Tran Connection to include any and all costs incurred to repair vehicles formerly operated by Maruti.
Friday, April 12, 2019	14	Final Reports Due to County/Palm Tran Connection. Please refer to seperation agreement for specific reports.
Monday, April 15, 2019	17	Final Invoice Due to County/Palm Tran Connection.
Monday, April 15, 2019	17	Verification of Final Payroll.
Monday, July 08, 2019	101	Final Invoice Paid
Monday, July 08, 2019	101	Bond Released

Attachment One - VEHICLE ASSIGNMENT ACCEPTANCE AGREEMENT

NEW VEHICLE ASSIGNMENT ACCEPTANCE
Implementing Contract (R2014-1542)

1. VEHICLE ASSIGNMENT ACCEPTANCE. This ACCEPTANCE is signed by Maruti Fleet & Management, LLC in furtherance of the CONTRACT with Palm Beach County (hereinafter referred as "the CONTRACTOR"). CONTRACTOR acknowledges that this Vehicle Assignment Acceptance was contemplated in RFP 14-041/SC and consideration was provided in said CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE C (R2014-1542).
2. TERM. The term for Vehicle assignment begins on January 6, 2015 and ends on January 31, 2022.
3. USEAGE. Vehicles are assigned by the COUNTY to the CONTRACTOR solely for the provision of transportation services in accordance with the CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE C (R2014-1542), between the COUNTY and the CONTRACTOR (hereinafter referred to as "the CONTRACT"). CONTRACTOR shall not use any vehicle assigned for any purpose other than expressly permitted under the CONTRACT.
4. VEHICLES. The COUNTY hereby assigns to the CONTRACTOR the vehicles fully described in Exhibit "A", attached hereto and by reference incorporated herein (the "Vehicles").
5. REGISTRATION AND TAXES. The COUNTY is responsible for all costs to register, title and license each vehicle described in Exhibit "A". All taxes associated with the vehicle are the COUNTY's responsibility.
6. ASSIGNMENT. The CONTRACTOR may not lease, assign or transfer any of its rights or obligations under the CONTRACT, as described in the CONTRACT, or sublet the vehicles to another party or permit any other entity to use any vehicle provided to CONTRACTOR for any purpose, without prior written consent of the COUNTY. If the COUNTY consents to such an assignment, the CONTRACTOR will continue to remain liable for all liabilities and responsibilities under the CONTRACT. The CONTRACTOR shall not permit any lien, claim or encumbrance to be filed against any vehicle or any action to be taken against the COUNTY on account of any labor, service, good, material or equipment used on any vehicle.

The COUNTY shall be made an intended third party beneficiary to any assignment, use agreement or other assignment that CONTRACTOR may make with a third party/subcontractors regarding the use, provision operation or acceptance of any vehicle, and the COUNTY shall have the right to enforce any of CONTRACTOR's rights. In addition, any regards that the third party /subcontractor may have shall be subcontracted to the rights and interest of the COUNTY.

7. SUBCONTRACTORS. The CONTRACTOR has full responsibility for any and all Subcontractors who will use the COUNTY Vehicles utilized under this Acceptance. Any Subcontractor Contracts which will utilize any Vehicles shown in Exhibit "A" must include for their review and CONTRACT, this Acceptance in its entirety. The COUNTY CONTRACT representative must be supplied a copy of the Acceptance document for the subcontractor in advance of a Vehicle being utilized by a subcontractor and such subcontract shall be fully consistent with the CONTRACT and not limit or prevent the COUNTY services it reflects under the CONTRACT.
8. ACCEPTANCE. Upon delivery of the Vehicles as described in Exhibit "A", the parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle. Upon acceptance, the CONTRACTOR shall assume responsibility for the vehicles until such time that the vehicles are returned to the COUNTY. The Vehicles shall be returned to the COUNTY in the same condition as originally delivered, ordinary wear and tear excepted.
9. INSURANCE. Insurance will be provided by the CONTRACTOR in accordance with the Article 16 of the CONTRACT.
10. WARRANTIES. The CONTRACTOR accepts the vehicles "as is." The CONTRACTOR acknowledges that the COUNTY is not the manufacturer, the agent of the manufacturer, or the distributor of the vehicles hereunder. COUNTY makes no warranty or representation, express or implied of any kind or purpose, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the vehicles nor any warranty that the vehicles will satisfy the requirements of any law or CONTRACT specification, and as between the COUNTY and the CONTRACTOR, the CONTRACTOR agrees to bear all such risks at its sole risk and expense. No warranties are made as to patent infringement or any latent defect. The CONTRACTOR acknowledges that it shall make a detailed inspection of each Vehicle and correct any condition that may interfere with or affect its safe operation or use, or create danger to any person or property prior to using or operating any Vehicle. The CONTRACTOR reserves the right to reject any Vehicle that, upon inspection by CONTRACTOR, appears damaged, unfit, non-functioning or dangerous. Nothing contained in RFP-14-041/SC and any amendments issued thereto, all information and questions answered and no oral representation or statements made regardless of the time given shall not

create a warranty of any kind or nature. The CONTRACTOR specifically waives its rights to make claim against the COUNTY for any Vehicle for breach or any warranty of any kind whatsoever and as to the COUNTY, the CONTRACTOR accepts the Vehicles "as is." In no event shall COUNTY be liable for special, incidental, or consequential damages whatsoever or howsoever caused.

No warranties, whether express or implied, are given. All warranties of merchantability and fitness for any or an implied or particular purpose are expressly excluded. Palm Beach County shall not be liable for any general, special, direct or indirect damages, including without limitation, any lost profits, savings or other consequential, exemplary or incidental damages arising out of this agreement and/or the CONTRACTOR's use or operation of the buses. Neither Palm Beach County nor Palm Tran, Inc. shall be liable for any claim for damages, including but not limited to personal injury, property damage or death, based upon a claim in contract, tort (including negligence), misrepresentation strict liability or breach of warranty.

All warranty repair work must be coordinated with and through the Vehicle Dealer with notice to the COUNTY.

11. RIGHT OF INSPECTION. The COUNTY reserves the right to inspect and observe the use of the vehicles at any time with or without prior notice to the CONTRACTOR or any of its subcontractors. Upon inspection, if the vehicles are found in an unsatisfactory condition, the COUNTY may require the CONTRACTOR to make immediate repairs. In lieu of such repairs, the COUNTY may elect to perform or have performed the necessary repairs at the CONTRACTOR's sole expense.
12. THEFT OR DESTRUCTION OF VEHICLES. The CONTRACTOR shall be solely responsible for any and all losses associated with the theft or destruction of the vehicles or the rendering of the vehicles unsuitable for their intended use, including, but not limited to, damage due to burglary, vandalism, fire, riot, insurrection, act of God, accident, or any other casualty. The CONTRACTOR shall promptly report to the COUNTY any damage to the vehicles within twenty four (24) hours.
13. NO PROPERTY INTEREST IN VEHICLES. The vehicles shall be titled and remain in the name of the COUNTY. The CONTRACTOR shall acquire no property interest in the vehicles by virtue of, or operation of, the CONTRACT, this Acceptance, and the vehicles shall remain the property of the COUNTY throughout the term of the CONTRACT. The CONTRACTOR shall not disturb, remove or obstruct any COUNTY property tags, labels or other signage affixed to the vehicles.

14. CONTRACTOR RESPONSIBILITIES. The CONTRACTOR shall have the following duties which it agrees will be faithfully executed during the term of the CONTRACT:

- a. The CONTRACTOR shall inspect each vehicle, and its equipment, as needed and as frequently as determined necessary by the COUNTY.
- b. The CONTRACTOR shall operate Vehicles and use all installed equipment in a careful and proper manner and shall comply with the CONTRACT and all Federal, State, Local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the Vehicles. The CONTRACTOR shall be solely responsible for and agrees to pay any and all fines, penalties, citations, parking tickets or court process (all referred to as "Fines") issued in connection with the use of the Vehicles. The COUNTY has no responsibility for any fines, penalties, liability, tickets, fee charge assignment relating to the use of the Vehicles. If the COUNTY receives any court process related to CONTRACTOR's use of Vehicles, the COUNTY will tell the court that the CONTRACTOR must pay any legitimate fines. If the CONTRACTOR fails to pay or settle any such fine, the COUNTY may pay it for the CONTRACTOR and the CONTRACTOR will reimburse the COUNTY on demand any sum paid or the COUNTY may deduct the amount from any monies due CONTRACTOR, or County Department appropriate in its sole discretion.
- c. The CONTRACTOR shall ensure that each Vehicle is operated only by a fully qualified, competent, licensed driver in accordance with the terms of the CONTRACT.
- d. The CONTRACTOR shall retain a spare key for each vehicle.
- e. The CONTRACTOR will perform all Vehicle maintenance in accordance with the CONTRACT. The CONTRACTOR shall be solely responsible for the quality and workmanship of all repairs and maintenance to the vehicles and nothing herein shall relieve the CONTRACTOR of its obligation to properly maintain the vehicles. All parts and materials, including lubricants and fuel, used in maintaining or operating the vehicle(s) shall be in accordance with the vehicle's manufacturer's specifications for said parts and materials. Vehicle parts must be Original Equipment Manufacturer (OEM) parts, as available.
- f. The CONTRACTOR will not modify nor make no structural or other significant alterations to the Vehicles without the prior written consent of the COUNTY. Any accessories, equipment or parts permanently installed in or on the Vehicles with

or without the COUNTY's permission become the property of the COUNTY and part of the vehicles

- g. The CONTRACTOR agrees not to use or permit the use of the Vehicles: (a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the Vehicles; (c) transport any unauthorized passengers; or (d) provide any services or function not authorized by the COUNTY and expressly provided for under the CONTRACT.
- h. The CONTRACTOR shall be required to prepare and keep Vehicle files by Vehicle number, documenting each Vehicle's maintenance history including, but not limited to: pre-trip inspections, preventative maintenance, scheduled maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of the CONTRACT and a copy shall be provided to the COUNTY upon request and upon the termination or expiration of the CONTRACT or the transfer of a Vehicle to another paratransit service CONTRACTOR. The COUNTY shall have unrestricted access to all Vehicle maintenance records during the term of the CONTRACT.
- i. The CONTRACTOR will not place any Vehicle into service which does not meet the requirements of the CONTRACT and which is not assigned in accordance with the requirements of the CONTRACT. Any out of service Vehicle must be returned into service within five (5) calendar days. In the event that a Vehicle will not be back in service within five (5) calendar days due to the unavailability of parts or the nature of the repair, the CONTRACTOR shall notify the COUNTY in writing, immediately and include the reason for the delay. The CONTRACTOR must have written approval from the CONTRACT Administrator for any repair that will keep a Vehicle out of service for more than five (5) calendar days.
- j. The CONTRACTOR shall be solely responsible for the operation of each Vehicle in accordance with all federal, state, and local regulations. Additionally, the CONTRACTOR shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicles. The CONTRACTOR shall utilize every practicable safeguard so as to minimize the discharge of pollutants. The CONTRACTOR shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the Services provided by CONTRACTOR hereunder.

- k. In the event a vehicle sustains damage, it shall be the responsibility of the CONTRACTOR to make any and all repairs at its sole expense using only OEM parts, as available, in accordance with manufacturer's specifications. The COUNTY reserves the right, but not the obligation, to inspect all repairs.

In the event a vehicle is damaged beyond repair (totaled), all insurance proceeds received from the CONTRACTOR's insurance policy shall be turned over to the COUNTY in their entirety. Prior to the final settlement with the insurer, the COUNTY's Risk Management Department shall be contacted to approve the settlement amount. If the amount appears to be less than the actual cash value (ACV) of the vehicle in question, the COUNTY reserves the right to hire an independent adjuster to review the claim in anticipation of further negotiation prior to a final settlement. In no case shall a totaled vehicle claim be settled without COUNTY approval.

15. COUNTY'S RESPONSIBILITIES. The COUNTY will have the following duties, which it agrees will be faithfully executed during the term of the CONTRACTOR:

- a. Inspections will occur as needed and frequently as determined by the COUNTY. The COUNTY will complete a visual and mechanical inspection of each Vehicle, a comprehensive review of each Vehicle's maintenance file, a crosscheck of the reported repairs compared to the actual on Vehicle parts and signs of excessive wear.
- b. Beginning January 5, 2015, the COUNTY will transfer possession of the Vehicles shown on Exhibit "A" to the CONTRACTOR. The parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") detailing the condition of each vehicle and verify CONTRACTOR acceptance of the Vehicle.

16. VEHICLE TRANSFER PROCESS - "FROM". During the term of the CONTRACT, vehicles may be reassigned and transferred FROM the CONTRACTOR due to changes in demand, partial termination or the expiration of the CONTRACT, as specified in the CONTRACT:

- a. The COUNTY will determine the number of vehicles to be transferred from the CONTRACTOR.
- b. The COUNTY will notify the CONTRACTOR in writing of the intent to transfer vehicles from the CONTRACTOR at least seven days prior to the transfer and

include the reason for the transfer.

- c. The CONTRACTOR will return the vehicles to the COUNTY in the same condition they were in when delivered to the CONTRACTOR, subject to reasonable wear and tear. The CONTRACTOR shall not be responsible for the depreciation resulting from the authorized use of the Vehicles.
- d. The COUNTY will select the vehicles to be transferred. Vehicles will be selected from the middle third of the "from" CONTRACTOR's fleet, as determined by vehicle mileage.
- e. The CONTRACTOR shall make selected vehicles available to the COUNTY and the "TO" CONTRACTOR for inspection prior to the specified date of the transfer.

17. VEHICLE TRANSFER PROCESS - "TO". During the term of the CONTRACT, Vehicles may transfer TO the CONTRACTOR, due to changes in demand, partial termination of another CONTRACTOR, as provided in the CONTRACT.

- a. The CONTRACTOR shall acknowledge and understand the Vehicles transferred "to" are used and CONTRACTOR accepts the Vehicles "as is" for all purposes of this Assignment. CONTRACTOR and COUNTY agree that (a) CONTRACTOR and COUNTY will inspect the Vehicles and identify existing defects; (b) CONTRACTOR will provide COUNTY a list of defects on the Vehicles as a result of said inspection; (c) that COUNTY and CONTRACTOR shall agree on a list of all noted defects and thereafter, CONTRACTOR accepts the Vehicles "as is" for all purposes of the CONTRACT and this Vehicle Assignment Acceptance ; (d) and verify the vehicle transfer and vehicle condition through a Mid-Contract Vehicle Acceptance Form.
- b. The COUNTY will exclude from the "from" vehicle list any vehicles that (1) have undergone excessive breakdowns, maintenance and/or repairs, (2) have displayed fuel and oil consumption exceeding the fleet/vehicle type average, and/or (3) have been involved in one or more accidents.
- c. The COUNTY will also identify up to three "contingency" vehicles in case the vehicles inspected have more than reasonable wear and tear, or there appear to be "hidden" repairs not appearing on the maintenance history report.
- d. The vehicle maintenance file will be made available to the CONTRACTOR for

review.

- e. The CONTRACTOR may refuse to accept any Vehicle due to mechanical concerns. In such case the COUNTY will select another vehicle for transfer.
- f. Once the vehicle is accepted, it is accepted "as is" and all further maintenance requirements are the responsibility of the "to" CONTRACTOR.

18. CONTRACT TERMINATION. If, upon CONTRACT termination, the COUNTY's appraisal determines that the vehicles have been subject to excess wear and tear, the CONTRACTOR will be responsible and liable for the cost to restore the vehicles to the required condition, subject to the CONTRACTOR's right to obtain its own appraisal and/or dispute the amount owed as provided by applicable law. Standards that COUNTY applies in determining that the vehicles have been subject to excess wear and tear are:

- a. The manufacturer's maintenance schedule has not been met;
- b. The vehicles will not pass any inspection to which it is or will be subject;
- c. The vehicles does not have all undamaged matching tires or brake linings with at least 50% of the original tread life of each tire or with at least 50% of the useable brake linings remaining;
- d. The vehicles are not returned with the same equipment and accessories, in working order, as installed at time of delivery to CONTRACTOR;
- e. There are rips, tears, burns, soiling, graffiti or excessive wear to the carpet or other flooring, seats, doors, windows, headliner or dashboard;
- f. There are scratches, dents, pits, rust areas, mismatches of paint or cracks in the fenders, bumpers, grill, roof, hood, trunk or doors, or other body damage or improper repairs;
- g. The vehicles paint is in a worse condition than when originally assigned and accepted, accepted and such deterioration of paint is not assignable to ordinary wear and tear;
- h. The engine, drive train, wheelchair lift or any other mechanical, safety or electrical parts do not operate properly;
- i. There are any unapproved special identifications, markings or modifications anywhere on the vehicles;
- j. The windows, lenses or lights are cracked, faded or broken and such deterioration is not windows or lenses or lights is not assignable to ordinary wear and tear;
- k. Damage has resulted from sand, excessive use, abuse, misuse, negligence or accident.
- l. The vehicles must be clean, both interior and exterior.

19. In all cases, The COUNTY, shall have the right to inspect and to approve the condition of the Vehicles prior to COUNTY acceptance, and should the COUNTY determine that the vehicle is not in the proper condition, the CONTRACTOR shall at its sole cost and expense remedy any and all deficiencies identified by the COUNTY. The return of the vehicles at the end of the CONTRACT term must be scheduled with the COUNTY so that it can inspect the vehicles for acceptance on their return. In the event the CONTRACTOR fails to deliver the vehicles to the COUNTY as set forth above, the COUNTY shall have the right to take immediate possession of the vehicles, and the CONTRACTOR be solely responsible for and shall reimburse to COUNTY all expenses (which expenses shall include, but not be limited to any and all legal fees and costs) incurred by the COUNTY in effectuating such repossession and the restoration of the vehicles to the proper condition. COUNTY shall have the right to deduct all owed expense from any payments due to the CONTRACTOR.

CONTRACTOR:

Maruti Fleet & Management

Palm Tran

By: 
Signature

By: 
Signature

Markus G. Moore
Typed Name

Ken Jones
Typed Name

Director of Operations
Title

Director, Palm Tran Connection
Title

12/29/14
Date

12/29/14
Date

Exhibit A - Vehicle List

Exhibit B - New Vehicle Acceptance Form

Vehicle #: _____ Mileage: _____ VIN # (last 5 digits): _____

Vehicle Exterior (Check if Compliant)	
Cleanliness	Windshield Wipers/Washer
Side Mirrors	Horn
Hazards (Flashers)	Headlights (High/Low Beam)
Turn Signals	Parking Lights
Brake Lights	Back Up Alarm
Back Up Lights	Battery Storage Box
Window Operation/Condition	Windshield (No Cracks or Chips)
CONNECTION Logo / Signage	
Body Damage / Exterior paint (Greater than 1"): _____	
Vehicle Interior (Check if Compliant)	
MDT Device	Spill Kit
Speedometer	First Aid Kit
Valid Registration Card	Seatbelt Extensions
Accident & Emergency Procedure Checklist	Rear View Mirror
Back Up Camera & Screen	Interior Lights
Signage	Air Conditioning (Temp _____ F)
Condition of Floor	Emergency Triangles/Flares (3 Secured)
Fire Extinguisher (Charged & Mounted)	Steering
Web Cutter	Seat Belts
Seat Condition	W/C Securement Container/Pouch
Spare Tire	Cleanliness
Surveillance Camera & and Controller	Lift Manual Pump Handle
4 Point W/C Tie Downs (1 set per position)	Fire Suppression System(Charged and Mounted)
Oxygen Tank Holder	W/C Straps
Tire Condition (Note any Deficiency): _____	
Vehicle Mechanical (Check if Compliant)	
Exhaust System, Muffler Strap	No Fluid Leaks
Lug Nuts (If Missing, Specify Wheel _____)	Emergency Brake
Engine Warning Lights/Gauges	Fire Suppression System
Vehicle Transmission	Brakes
Brake Interlock System	Lift Roll Stop
W/C Lift	Transit Door
A/C System (Front and Rear)	

Vehicle Acceptance Document

Vehicle #: _____ Mileage: _____ VIN # (last 5 digits): _____

Date: _____

Vehicle number # _____ has been assigned to (VENDOR). (VENDOR) has taken position of this vehicle and hereby agrees that the vehicle meets all Contract requirements and accepts this vehicle "as is."

Inspection performed by (print): _____ Sign: _____
(Palm Tran)

Carrier Representative (print): _____ Sign: _____
(Vendor)