

**AGREEMENT REGARDING PAYMENT FOR THE
PROVISION OF PUBLIC TRANSPORTATION SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA
AND
CAREERSOURCE PALM BEACH COUNTY, INC.**

THIS AGREEMENT is made and entered into this _____ day of 2020, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), and CareerSource Palm Beach County, Inc. (hereinafter referred to as "CareerSource"), a Florida non-profit corporation whose federal identification number is 65-0709274.

WHEREAS, the County, as part of its countywide public transit system (Palm Tran), has an established route in West Palm Beach known as Route 44; and

WHEREAS, CareerSource, located at 3400 Belvedere Road, West Palm Beach, Florida 33406, desires to enter into an agreement with the County for the continuation of the pilot transportation service on Palm Tran Route 44.

NOW THEREFORE, in consideration of the mutual promises contained herein, the County and CareerSource do hereby agree as follows:

1. County through its public transit system, Palm Tran, (referred to hereinafter as "Palm Tran") agrees to the continuation of the pilot program service, known as the Palm Tran Route 44 deviation, into CareerSource as shown in the attached Exhibit "A".
2. Palm Tran will endeavor to operate the buses on a one (1) hour service frequency in both directions on weekdays approximately between the hours of 7:00 a.m. and 6:00 p.m., excluding weekends. The applicable Palm Tran holidays, fares and transfers will apply.

3. CareerSource shall compensate the County in the amount of \$12,500 in Year 1 and \$12,500 in Year 2 for the Route 44 deviation described in this Agreement. Payments shall be made pro rata monthly to Palm Tran no later than the 7th of each month. The first payment shall be made on or before July 7, 2020 and continue to be made by the 7th of each month thereafter until the expiration of this Agreement. CareerSource shall remit payment to the Palm Beach County Clerk & Comptroller at 301 N. Olive Avenue, West Palm Beach, FL 33401. Each payment should include sufficient documentation identifying the purpose for the payment, including a reference to this Agreement, the date approved by the Board of County Commissioners and resolution number.
4. This Agreement shall be in effect for a term of two (2) years commencing on June 16, 2020 and terminating on June 15, 2022 unless sooner terminated in accordance with the terms of this Agreement.
5. This Agreement may be considered for extension, by County, based on daily ridership data obtained at the CareerSource bus stop located directly north of CareerSource on eastbound Belvedere Road. Palm Tran shall utilize electronic Automated Passenger Counter (APC) data and electronically deliver to CareerSource all applicable ridership data on a bi-weekly basis no later than the 7th and 21st of each applicable month.
6. The County's representative/liaison during the performance of this Agreement shall be Palm Tran's Revenue Administrator, whose telephone number is 561-812-5310. CareerSource's representative/liaison during the performance of this Agreement shall be Julie Dattolo, Interim President, whose telephone number is 561-340-1060. Each

party may change its representative/liaison upon notice to the other at the address set forth in Section 25 of this Agreement.

7. The public transportation service made available under this Agreement is rendered under County's existing routing system in accordance with the schedule for such services established by the County, as it may be amended from time to time by County, in its sole discretion. CareerSource acknowledges and agrees that said services are subject to change by the County or may be eliminated in their entirety. County will endeavor to electronically deliver to CareerSource 30 calendar days' written notice of any such amendment, change or discontinuance to the Palm Tran Route 44 deviation services. Nothing contained in this Agreement shall be construed to expand or modify the County's obligations under the Americans with Disability Act or any other federal, state or local law or program, to require the provision of any service which the County would not otherwise be obligated to provide, or to limit the ability of the County to make changes to its public transportation system, including but not limited to its routes, fares, eligibility requirements and stops as it, in its sole discretion, deems appropriate. All changes may be made solely at the discretion of the County. County will, however, endeavor to make any changes in accordance with its established route change policy, which may be modified by County at any time, in its sole discretion.
8. County and CareerSource each binds itself and its partners, successors, executors, administrators, transferors and assigns to the other party to this Agreement and to the partners, successors, executors, administrators, transferors and assigns of such other party in respect to all covenants of this Agreement. CareerSource shall not assign,

sublet, convey, transfer or otherwise encumber its interest in this Agreement, in whole or in part, without the prior written consent of the County.

9. Nothing contained herein shall be construed as creating any personal liability on the part of any officer, agent or employee of County, Palm Tran, Inc., or CareerSource, nor shall it be construed as giving any rights or benefits hereunder to any other person or entity. County's obligations shall be strictly limited to those expressly set forth in this Agreement. This Agreement is not intended to be a third party beneficiary Agreement and confers no rights on anyone other than County, Palm Tran, Inc., or CareerSource. The County shall have no obligation to any individual or other entity, association, or group who is in anyway associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon County.
10. The County's performance and obligations under this Agreement are contingent upon an annual appropriation for the purposes described in this Agreement by County's Board of County Commissioners.
11. This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be held in a court of competent jurisdiction located in Palm Beach County, Florida.
12. No remedy conferred herein upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law, in equity, by statute, or otherwise. No single or partial exercise by any party of any right, power, or

remedy, shall preclude any other or further exercise thereof. Moreover, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver. The modification of any term or provision may be accomplished only by a written amendment executed by both parties.

13. Nothing contained in this Agreement shall create an agency relationship between the parties or between Palm Tran, Inc. and CareerSource.

14. The preparation of this 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. Should any provision of this Agreement be held invalid by a court of competent jurisdiction, such determination shall not affect the remaining portions of the Agreement.

15. The County is committed to assuring equal opportunity in the award of Contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, CareerSource warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement. As a condition of entering into this Agreement, CareerSource represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770,

as amended. As part of such compliance, CareerSource shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall CareerSource retaliate against any person for reporting instances of such discrimination. CareerSource shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. CareerSource understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. CareerSource shall include this language in its subcontracts related hereto.

16. CareerSource agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity it carries out under this Agreement.

17. The County has established the Office of the Inspector General in Palm Beach County as set forth in Sections 2-421 through 2-440, of the Palm Beach County Code, as may

be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, transactions, accounts and records, to require the production of records, and audit, investigate, monitor and inspect the activities of any entity contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

18. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440. Such violation is punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

19. CareerSource further agrees that it shall maintain in Palm Beach County, Florida, all records relating to this Agreement, including but not limited to any records pertaining to the issuance, distribution, tracking and use of any color coded decals issued to authorized users, for a period of at least five (5) years following the expiration of this Agreement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Such records shall be made available to County, Palm Tran, Inc., and state and federal agencies, for the purpose of review, inspection, audit, and reproduction, during regular business hours, at CareerSource's address identified in Section 24 of this Agreement.

20. This Agreement may be terminated by CareerSource, with or without cause, upon sixty (60) business days prior written notice to County. This Agreement may be terminated by County, without cause and for convenience of the County, upon five (5) business day's prior written notice to CareerSource. In the event CareerSource fails to perform,

or has breached any provision of this Agreement, and has failed to cure the failure or breach within ten (10) business days, or such additional time granted by County, from the date of the notice provided by County to CareerSource of the failure or breach, the County may immediately terminate this Agreement for cause upon written notice to CareerSource.

21. The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. No modification, amendment, or alteration shall be effective unless contained in a written document executed with the same formality and equality of dignity as this Agreement.

22. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CareerSource certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. When Contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, CareerSource certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

23. If the County determines, using credible information available to the public, that a false certification has been submitted by CareerSource, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement

shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

24. This Agreement, including the exhibit attached hereto, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same agreement. The County may execute this Agreement through electronic or manual means. CareerSource shall execute by manual means only, unless the County provides otherwise.

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

Palm Tran, Inc.
Attn: Executive Director
3201 Electronics Way
West Palm Beach, Florida 33407

If sent to CareerSource, notices shall be addressed to:

CareerSource
Attn: Julie Dattolo
3400 Belvedere Road
West Palm Beach, Florida 33406

(Remainder of Page Intentionally Left Blank)

IN WITNESS HEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County, and an officer of CareerSource with authority to bind the corporation has hereunto made and executed this Agreement, on behalf of CareerSource, and each has set its hand the day and year above written.

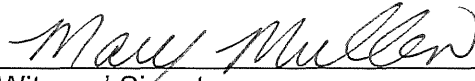
ATTEST:

SHARON R. BOCK
Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Clerk & Comptroller

By: _____
Dave Kerner, Mayor

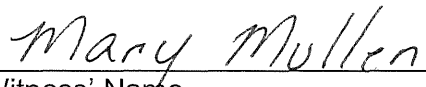


Witness' Signature

CAREERSOURCE PALM BEACH COUNTY, INC.

By: 

Julia Dattolo, Interim President/CEO

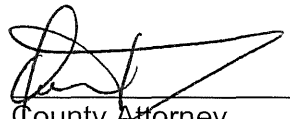


Witness' Name


JULIA DATTOLO
Print or Type Name and Title
(CORPORATE SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS



County Attorney



Clinton B. Forbes, Executive Director
Palm Tran

**EXHIBIT A
CAREERSOURCE DEVIATION**

