

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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|----------------------------------|---|---|
| Meeting Date: September 14, 2021 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| Department: Palm Tran | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract for provision of financial assistance with Seagull Industries for the Disabled, Inc. in an amount not to exceed \$300,600 for the transportation of persons with disabilities, seniors; and transportation disadvantaged individuals of Palm Beach County for the three (3) year period of October 1, 2021 through September 30, 2024.

Summary: This contract for provision of financial assistance will provide partial reimbursement for the costs of transportation services for life sustaining services being provided by Seagull Industries for the Disabled, Inc. (Seagull) for the transportation of disadvantaged clients. This award is not to exceed \$100,200 per fiscal year. Seagull provides approximately 10,000 trips annually, serving approximately 100 individuals per month at a cost of \$10 each versus the normal cost of a Connection trip, which is approximately \$35. The projected cost savings from having Seagull provide the service is \$250,000 per year. Trip services include adult day training, medical appointments, and employment. Countywide (MM)

Background and Justification: For the previous 18 years, Palm Beach County, in its role as the Community Transportation Coordinator (CTC), has provided financial assistance to Seagull Industries for the Disabled, Inc. (Seagull) for transportation of disadvantaged clients. This is a continuation of service previously secured through annual contracts. The current contract (R-2019-1403) was approved by the Palm Beach County Board of County Commissioners (BCC) on September 10, 2019 and expires on September 30, 2021. As there is no state funding available to offset the cost of this contract, the source of funds will be ad valorem taxes, which are included in Palm Tran's FY 2022 budget.

Attachments: 1. Contract with Seagull Industries for the Disabled, Inc. (2 copies)

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|-----------------------|--|------------------|
| Recommended By: _____ |  | <u>8/17/2021</u> |
| | Executive Director | Date |

| | | |
|--------------------|---|------------------|
| Approved By: _____ |  | <u>8/30/2021</u> |
| | Assistant County Administrator | Date |

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2022 | 2023 | 2024 | 2025 | 2026 |
|--|-----------|-----------|-----------|------|------|
| Capital Expenditures | | | | | |
| Operating Costs | \$100,200 | \$100,200 | \$100,200 | | |
| External Revenues | | | | | |
| Program Income(County) | | | | | |
| In-Kind Match(County) | | | | | |
| NET FISCAL IMPACT | \$100,200 | \$100,200 | \$100,200 | | |
| #ADDITIONAL FTE POSITIONS (CUMULATIVE) | | | | | |

Is Item Included in Proposed 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:

C. Departmental Fiscal Review: _____
 Jeremy Baker, Director Administrative Services

III. REVIEW COMMENTS:

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

Lu Monte Shalay
 OFMB # 8-19-21 8/19

John J. Law
 Contract Dev. & Control
 8-27-21

B. Legal Sufficiency

Ru BM for M. Mutamba
 Assistant County Attorney
 8/27/21

C. Other Department Review

 Department Director

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

CONTRACT FOR PROVISION OF FINANCIAL ASSISTANCE

(Transportation Services)

This Contract is made as of the _____ day of _____, 2021, by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the COUNTY, and **Seagull Industries for the Disabled, Inc.**, hereinafter referred to as the AGENCY, a not-for-profit corporation authorized to do business in the State of Florida, whose Federal Tax I.D. is 59-1879968.

Whereas, the AGENCY has been providing certain transportation services for its transportation disadvantaged clients and desires to continue such services during the 2022, 2023 and 2024 Fiscal Years; and

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

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

ARTICLE 1 - SERVICES

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

The COUNTY's representative/liaison during the performance of this Contract shall be Lou Ferri, whose telephone number is 561-812-5350, or designee.

The AGENCY's representative/liaison during the performance of this Contract is Kimberly McCarten, Acting President & C.E.O, whose telephone number is 561-842-3213, or designee.

ARTICLE 2 – SCHEDULE

The AGENCY shall commence services on October 1, 2021 for a term of three (3) years, ending on September 30, 2024.

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

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

ARTICLE 3 - PAYMENTS

The COUNTY shall pay to the AGENCY, for services rendered under this Contract, an annual amount not to exceed **\$100,200.00** for up to 10,020 trips per fiscal year at a cost of \$10.00 per one-way trip as further described in the attached Exhibit B. The total amount to be paid by COUNTY for three (3) years of service under this Contract shall not exceed the sum of **\$300,600.00**. The AGENCY will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. The AGENCY will notify the COUNTY when 90% of the not to exceed amount has been reached.

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

All requests for payments by AGENCY under this Contract shall include the following:

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

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

Payment of invoices shall be contingent upon timely receipt of all required reports. Invoices received from the AGENCY pursuant to this Contract will be reviewed and approved by the COUNTY's representative, to verify that services have been rendered in conformity with the Contract. Additional information regarding riders, trips and services will be immediately furnished upon COUNTY's request. Approved invoices will then be sent to Palm Tran's Finance Department for review and approval, and thereafter to the Palm Beach County Clerk and

Comptroller for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval. Any payment due by COUNTY under the terms of this Contract shall be withheld until all reports due from the AGENCY and necessary adjustments have been approved by the COUNTY.

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

ARTICLE 4 - AVAILABILITY OF FUNDS

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

ARTICLE 5 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

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

ARTICLE 6 - INSURANCE

The AGENCY shall maintain at its sole expense, in force and effect at all times during the term of this Contract, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the Contract. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by AGENCY, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by AGENCY under the Contract. AGENCY agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

- A. **Commercial General Liability** The AGENCY shall maintain a Commercial General Liability policy at a limit of liability not less than \$3,000,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross

Liability unless granted in writing by COUNTY'S Risk Management Department. The Agency shall provide this coverage on a primary basis.

- B. **Business Automobile Liability** The AGENCY shall maintain a Business Automobile liability policy at a limit of liability not less than \$3,000,000 Each Occurrence for all owned, non-owned and hired automobiles. If the AGENCY does not own any automobiles, the requirement shall be amended to allow the AGENCY to maintain Hired & Non-Owned Auto Liability only. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.
- C. **Workers' Compensation Insurance & Employers Liability** The AGENCY shall maintain Workers Compensation Insurance & Employers Liability in accordance with Chapter 440, Florida Statutes.
- D. **Sexual Assault and Molestation** The AGENCY shall maintain Sexual Assault and Molestation Insurance with a limit of not less than \$1,000,000 per occurrence. Coverage may be provided as an endorsement to the Commercial General Liability or a Professional Liability Policy.
- E. **Additional Insured** The AGENCY shall endorse the COUNTY, Palm Tran, Inc., and the Commission for the Transportation Disadvantaged as additional insureds with a CG 2026. Additional Insured-Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "The Commission for the Transportation Disadvantaged, Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida and Palm Tran, Inc., and their respective officers, employees, volunteers and agents"
- F. **Waiver of Subrogation** AGENCY hereby waives any and all rights of Subrogation against the COUNTY, Palm Tran, Inc., the Commission for the Transportation Disadvantaged, and their respective officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement to the policy, then AGENCY shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which specifically prohibits such an endorsement, or which voids coverage should AGENCY enter into such an agreement on a pre-loss basis.
- G. **Right to Review** COUNTY, by and through its Risk Management Department, in cooperation with Palm Tran, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract and any extension thereof. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

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

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

ARTICLE 7 - INDEMNIFICATION

The AGENCY shall protect, defend, reimburse, indemnify, and hold harmless the COUNTY, Palm Tran Inc., the Commission for the Transportation Disadvantaged, and their respective officers, elected officials, agents, employees and volunteers from and against all claims, liability, expense, loss, cost, damages and/or causes of action of every kind or character, including attorney's fees and costs (including the costs of all appeals), arising during, as a result of, or related in any manner to the performance of this Contract, the AGENCY's failure to perform the Contract, or due to the negligent, intentional, or wrongful acts or omissions of the AGENCY or any of its officers, employees, agents or volunteers. AGENCY shall not be responsible to COUNTY for damages which arise solely out of or are solely attributable to the negligent acts or omissions, or intentional or wrongful acts of the COUNTY, Palm Tran, Inc., or their respective officers, elected officials, employees and volunteers.

This indemnification shall survive the termination of this agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY's sovereign immunity.

The AGENCY shall not use funds made available pursuant to this Contract for the purpose of initiating or pursuing litigation against the COUNTY and its respective officers, elected officials, agents, employees and volunteers.

ARTICLE 8 - SUCCESSORS AND ASSIGNS

The COUNTY and the AGENCY each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the AGENCY shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY, Palm Tran, Inc. and the AGENCY.

ARTICLE 9 – WARRANTIES AND LICENSING REQUIREMENTS

The AGENCY represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, perform the services provided for herein, and that it will at all times conduct its business activities in a reputable and lawful manner. Proof of such licenses and approvals shall be submitted to the COUNTY’s representative upon request. AGENCY is presumed to be and shall be familiar with and shall comply with all applicable federal, state and local laws and ordinances, codes and regulations that are applicable to its operations and services, its performance of the Contract or that may in any way affect the way services covered by this Contract.

ARTICLE 10 – CONFLICT OF INTEREST

The AGENCY represents that is has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III Florida Statutes, and the Palm Beach County Code of Ethics. The AGENCY further represents that no person having any such conflict of interest shall be employed for said performance of services. The Agency shall comply with all laws, ordinances, and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion.

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

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

business association, interest or circumstance, the nature of work that the AGENCY may undertake, and request an opinion of the COUNTY (which may be directed to the Commission on Ethics) as to whether the association, interest, or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the AGENCY. The COUNTY will endeavor to notify the AGENCY of its opinion by certified mail within thirty (30) days of receipt of notification by the AGENCY. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the AGENCY, the COUNTY shall so state in the notification and the AGENCY shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the AGENCY under the terms of this Contract.

ARTICLE 11 - PERSONNEL

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

All services shall be performed by skilled and competent personnel to the highest standards in the field. While on COUNTY property, AGENCY's personnel will fully comply with all COUNTY requirements governing conduct, safety and security. AGENCY's employees shall be selected solely by AGENCY and shall be under its sole direction and control.

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

Palm Tran may require the AGENCY to remove any individual or employee from service in the performance of this Contract whose performance violates the requirements of this Contract or reflects negatively upon COUNTY or Palm Tran, as determined by COUNTY, in its sole discretion. Neither COUNTY nor Palm Tran may direct the AGENCY to reprimand, reward, suspend, discipline, or discharge its employees.

ARTICLE 12 – FEDERAL AND STATE TAX

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

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

ARTICLE 13 - NON-DISCRIMINATION

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

The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting non-discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the AGENCY warrants and represents that throughout the term of this Contract, including any renewals thereof, if applicable all of its employees shall be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information, and that it will comply with all state, federal and local laws prohibiting discrimination. Failure to meet this requirement shall be considered a default of this Contract.

As a condition of entering into this Contract, the AGENCY 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, the AGENCY 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 the AGENCY retaliate against any person for reporting instances of such discrimination. The AGENCY 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. The AGENCY understands and agrees that a material violation of this clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification or debarment of the AGENCY 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. AGENCY shall include this language in its subcontracts.

ARTICLE 14 - REMEDIES

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach

County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 15 - AGENCY'S PROGRAMMATIC REQUIREMENTS

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

- A. Maintain books, records, documents, and other evidence that sufficiently and properly details and reflects all costs of any nature expended in the performance of this Contract, in accordance with generally accepted accounting principles.
- B. Maintain and make records available in accordance with the Public Records Law, Chapter 119, Florida Statutes, and other applicable provisions of state law. The COUNTY may terminate this Contract if AGENCY fails or refuses to allow public access to all documents, papers, letters, records, or other materials subject to the provisions of Chapter 119, F.S., and made or received in conjunction with this Contract. AGENCY acknowledges that personal identifying information of an applicant or recipient of paratransit services held by the COUNTY or AGENCY is confidential and exempt from the application of Section 119.071(1), Florida Statutes, and Section 24(a), Article 1 of the State of Florida Constitution. AGENCY shall maintain the confidential and exempt status of any such information received from COUNTY and shall not disclose such confidential and exempt information to others except as required under Section 119.071(5)(h)(3), Florida Statutes. This provision does not prevent the disclosure of such information to COUNTY.
- C. No private or confidential data collected, maintained, or used during the course of the contract period shall be disseminated except as authorized by COUNTY and by law.
- D. To cooperate with and allow COUNTY to both fiscally and programmatically monitor AGENCY to assure that COUNTY's fiscal, program, and conduct goals as outlined in the Scope of Work & Service Units, Exhibit A, the unit cost delivery of services described in Exhibit B, and this Contract are adhered to by AGENCY. All contracted programs/services will be reviewed at least yearly. Outcomes will be reviewed on a quarterly basis. Services will be monitored against administrative and programmatic standards designed to measure program efficiency and effectiveness. The AGENCY shall maintain business and accounting records detailing the performance of the Contract. Documentation which sufficiently details the services rendered and supports the eligibility of riders that are recipients of transportation disadvantaged services shall be provided to Palm Tran upon request. The documentation must be sufficient to enable the Palm Beach Clerk

and Comptroller to perform her pre-audit function and to establish compliance with the laws, regulations, and policies applicable to the receipt and expenditure of Transportation Disadvantaged funds. Authorized representatives or agents of the COUNTY, Palm Tran, Inc., the Palm Beach County Inspector General, State of Florida, and any other funding entity shall have access to records upon reasonable notice for purposes of review, analysis, inspection, and audit.

- E. Reimburse funds to COUNTY that COUNTY deemed misused or misspent.
- F. Notwithstanding anything contained herein, AGENCY agrees that it shall not discriminate against any employee or applicant for employment because of race, age, disability, creed, color, sex or national origin. AGENCY will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, disability, creed, color, sex or national origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall insert the foregoing provision modified only to show the particular contractual relationship in all of its contracts in connection with the services provided under this Contract, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. AGENCY shall post in conspicuous places available to employees and applicants for employment for work performed for this Contract, notices setting forth the provisions of this nondiscrimination clause.
- G. AGENCY shall not discriminate against anyone on the basis of a handicap or disability and shall require that its subcontractor not discriminate against anyone on the basis of a handicap or disability.
- H. AGENCY agrees that no member, officer, or employee of COUNTY or Palm Tran, Inc. during his or her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- I. Sample copies of the required COUNTY forms (to be completed by AGENCY and provided to COUNTY) for the Transportation Disadvantaged Annual Operating Report (TDAOR) report and the National Transit Database (NTD) report are included in Exhibit A and have been supplied to and received by the AGENCY.

Failure to meet the requirements of this Article shall be considered a default of this Contract.

ARTICLE 16 – ACCESS AND AUDIT REQUIREMENTS

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

AGENCY shall permit and shall require its subcontractors to permit COUNTY and Palm Tran to inspect its services, books, records, payrolls, and to audit the records and accounts pertaining to the provided services at all reasonable times, including after the termination date of this Contract.

ARTICLE 17 - INSPECTOR GENERAL

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

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

ARTICLE 18 - CIVIL RIGHTS ACT OF 1964

The AGENCY will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation, and the U.S. Department of Justice, and all requirements of the COUNTY and the Florida Department of Transportation, the Transportation Disadvantaged Commission and state and federal law.

ARTICLE 19 - DRUG-FREE WORKPLACE

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

- A. AGENCY's vehicles shall be operated only by safe, careful, and legally qualified drivers having a proper license. All drivers will have and maintain a commercial driver's license and any other license or certification required by any law, rule or regulation relating, in any manner, to the operation of its vehicles and the provision of services. All drivers shall be selected, employed, controlled and paid by the AGENCY, and conclusively presumed to be the employees of the AGENCY. The parties agree that no liability shall enure to either the COUNTY or Palm Tran, Inc. as a result of any act or omission of AGENCY, its drivers, employees, servants or agents.
- B. Agency shall establish a drug-free awareness program, and publish and give a policy statement to all covered employees informing them that the unlawful manufacture, distribution, dispensation possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees who violate the policy.
- C. Agency shall inform employees about the dangers of drug abuse in the workplace, the AGENCY's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- D. AGENCY shall notify the employees that, as a condition of working on the contract services, the employee will abide by the terms of the statement and will notify the AGENCY of any conviction of, or plea of guilty nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
- E. Agency shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted or so pleads.
- F. AGENCY shall notify COUNTY and Palm Tran, Inc. within ten (10) days after receiving notice that a covered employee has been convicted of a criminal drug violation in the workplace.
- G. AGENCY shall make an ongoing, good faith effort to maintain a drug-free workplace by meeting the requirements of the Drug-Free Workplace Act of 1988, as it may be amended from time to time.

ARTICLE 20 - AMERICANS WITH DISABILITIES (ADA)

The AGENCY shall meet all the requirements of the Americans with Disabilities Act (ADA), which shall include, but not be limited to, posting a notice informing service recipients and employees where they can file any complaints of ADA violations, which may include directly with the Equal Employment Opportunity Commission (EEOC), Miami Tower, 100 SE 2nd Street, Suite 1500, Miami FL 33131.

AGENCY shall insure that its vehicles, ingress and egress points and facilities are accessible to the disabled, and that they are operated, equipped, and maintained in conformity with the Americans with Disabilities Act of 1990 (ADA), as it may be amended from time to time, and all federal rules and regulations implementing the Act. AGENCY shall indemnify and hold harmless, to the fullest extent of the law, COUNTY and Palm Tran, Inc., and their respective officers, employees, servants, agents and volunteers, from and against any and all liability which may or shall inure to COUNTY and/or Palm Tran, Inc., , and their respective officers, employees, agents and volunteers, as a result of any act or acts of AGENCY or its officers, employees, servants, agents or subcontractors which violate or are not in conformity with the requirements of the ADA and any implementing regulations.

ARTICLE 21 - INDEPENDENT CONTRACTOR RELATIONSHIP

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

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

ARTICLE 22 - CONTINGENT FEES

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

ARTICLE 23 - SUBCONTRACTING

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

ARTICLE 24 - PUBLIC ENTITY CRIMES AND DISCRIMINATORY VENDORS

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. This notice is required by Section 287.133(3)(a).

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

As provided in Section 287.134, F.S., by entering into this Contract or performing any work in furtherance hereof, AGENCY hereby certifies that it, and its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on Florida's Department of Management Services' Discriminatory Vendor List within the thirty-six (36) months immediately preceding the date of this Contract.

ARTICLE 25 - EXCUSABLE DELAYS

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

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

ARTICLE 26 – ARREARS

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

ARTICLE 27 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

ARTICLE 28 - TERMINATION

This Contract may be terminated by the AGENCY in whole or part, upon sixty (60) days prior written notice to the COUNTY's representative in the event of substantial failure by the COUNTY to perform in accordance with the terms of this Contract through no fault of the AGENCY. It may also be terminated, in whole or part, by the COUNTY, with or without cause, and for the convenience of the COUNTY upon five (5) business days written notice to the AGENCY. The AGENCY releases and waives all claims or causes of action that it has, had or may have as the result of the termination or partial termination of this Contract, whether known or unknown, including but not limited to, all claims for damages of any kind or nature and lost profits. AGENCY acknowledges that the provision of notice as described herein supports and is adequate consideration for the termination, partial termination, waiver and release of the Contract. Unless the AGENCY is in breach of this Contract, the AGENCY shall be paid for services rendered to the COUNTY's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the AGENCY shall:

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

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

ARTICLE 29 – SEVERABILITY

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

ARTICLE 30 - MODIFICATIONS OF WORK

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

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

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

ARTICLE 31 – MASK MANDATE

The AGENCY agrees to comply with The Centers for Disease Control and Prevention (“CDC”) Order of January 29, 2021, as amended, requiring all passengers to wear masks to prevent spread of the virus that causes COVID-19. Conveyance operators must also require all persons onboard to wear masks when boarding, disembarking, and for the duration of travel.

ARTICLE 32 - NOTICES

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

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

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

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

ARTICLE 33 –STANDARDS OF CONDUCT FOR EMPLOYEES

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

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

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

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

ARTICLE 34 - ENTIRETY OF CONTRACTUAL AGREEMENT

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

ARTICLE 35 – SCRUTINIZED COMPANIES

In accordance with the requirements of Section 287.135, F.S., by entering into this Contract or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, as defined in Section 215.4725, F.S.

~~When a contract's value is greater than \$1 million the following shall apply:~~ As provided in Section 287.135, F.S., by entering into this Contract, or performing any work in furtherance hereof, the AGENCY certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies with Activities in Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, F.S., or are engaged in business operations in Cuba or Syria.

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

ARTICLE 36 – NO THIRD PARTY BENEFICIARIES

Nothing contained in this Contract is intended to, nor shall be construed as creating any personal liability on the part of any employee, official, officer, servant, volunteer or agent of the COUNTY or Palm Tran, Inc. No provision of this Contract is intended nor shall be construed to, create any third party beneficiary, except as to Palm Tran, Inc., or to provide any rights to any other person or entity not a party to this Agreement, including, but not limited to, any citizen, officer, employee, servant, agent or volunteer of AGENCY.

ARTICLE 37 - CRIMINAL HISTORY RECORDS CHECK

AGENCY and its employees, subcontractors and employees of subcontractors shall comply with Palm Beach County Code Sections 2-371 through 2-377, also known as the Palm Beach County Criminal History Records Check Ordinance ("Ordinance"), for unescorted access to critical facilities ("Critical Facilities") or criminal justice information facilities ("CJI Facilities") as identified in Resolution R-2013-1470 and R2015-0572, as amended. The AGENCY is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the AGENCY acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

This Contract may include sites and/or buildings which have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and Resolution R-2013-1470, as amended. Palm Tran staff will contact the AGENCY and provide specific instructions for meeting the requirements of the Ordinance. Individuals passing the background check will be issued a badge. The AGENCY shall make every effort to collect the badges of its employees and subcontractors' employees upon conclusion of the Contract and return them to the COUNTY. If the AGENCY or its subcontractor(s) terminates an employee who has been issued a badge, the AGENCY must notify the COUNTY within two (2) hours of the termination. At the time of termination, the AGENCY shall retrieve the badge and shall return it to COUNTY in a timely manner.

The COUNTY reserves the right to suspend the AGENCY if the AGENCY: 1) does not comply with the requirements of Palm Beach County Code Sections 2-2371 through 2-2377, as amended; 2) does not contact the COUNTY regarding a terminated AGENCY employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy/requirements of this Contract.

ARTICLE 38 – E-VERIFY

The Agency warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Agency's subcontractors performing the duties and obligations of this Contract are registered with the E-Verify System, and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The Agency shall obtain from each of its subcontractors an affidavit stating that the subcontractors do not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The Agency shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

The COUNTY shall terminate this Contract if it has a good faith belief that the Agency has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If the COUNTY has a good faith belief that the Agency's subcontractor(s) has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify the Agency to terminate its contract with the subcontractor (s) and the Agency shall immediately terminate its contract with the subcontractor (s). If the COUNTY terminates this Contract pursuant to the above, the Agency shall be barred from being awarded a future contract by the COUNTY for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, the Agency shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

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

AGENCY acknowledges that the COUNTY has received and will seek funds from FDOT, and that such funds may be used to pay AGENCY for the services it provides under this Contract. AGENCY further acknowledges that FDOT has advised recipients of FDOT funds that it will consider an AGENCY's employment of unauthorized aliens to be a violation of the Immigration and Nationality Act. AGENCY affirms to the COUNTY that it will not employ unauthorized aliens or take any other act, including acts related to the use of independent contractors, which may cause the COUNTY to be in violation of any law, or term or condition of any agreement between the COUNTY, and FDOT or AGENCY to be in violation of this Contract. The AGENCY's knowing employment of unauthorized aliens shall be cause for termination of this Contract. Refer to the U.S. Department of Homeland Security's website at www.dhs.gov to learn more about E-Verify.

ARTICLE 39 – NATIONAL TRANSIT DATABASE AND ANNUAL OPERATING REPORTS

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

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

in Exhibit B will be provided and the completed report will be due by the 15th of each quarter for the prior quarter's data.

ARTICLE 40 – PUBLIC RECORDS

The AGENCY 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 AGENCY's performance of the Contract, the AGENCY shall continue to maintain such records in Palm Beach County. AGENCY shall allow COUNTY, including its Inspector General and Palm Tran staff, and the governmental entities described in Articles 16 and 17 of the Contract access to the records as provided in this 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 AGENCY'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 AGENCY: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011 (2) F.S., the AGENCY shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time, An AGENCY that is an entity under (i) and (ii) above is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from the COUNTY's Custodian of Public Records, (COUNTY's Custodian) or COUNTY's representative/liaison, 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, F.S., or as otherwise provided by law. The AGENCY further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract and following completion of the Contract, if the AGENCY does not transfer the records to 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 AGENCY shall transfer, at no cost to the COUNTY, all public records in possession of the AGENCY unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain

public records required by the COUNTY to perform the service. If the AGENCY transfers all public records to the COUNTY upon completion of the Contract, the AGENCY shall destroy any duplicate records that are exempt, or confidential and exempt from public record disclosure requirements. If the AGENCY keeps and maintains public records upon completion of the Contract, the AGENCY shall meet all applicable requirements for retaining public records. All records stored electronically by the AGENCY must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

Failure of the AGENCY to comply with the requirements of this article Chapter 119, F.S., and other requirements of state law applicable to public records shall be a material breach of this Contract. The AGENCY 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, including but not limited to, the right to terminate for cause under Article 28 of this Contract. AGENCY acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'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.

ARTICLE 41 - DISPUTE RESOLUTION

In the event of a dispute concerning the payment of an invoice or payment request which cannot be resolved between the AGENCY and COUNTY, through their representatives/liaisons, AGENCY 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 AGENCY'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 AGENCY's right to proceed to litigation or increase AGENCY's burden of proof in any such litigation.

ARTICLE 32 - COUNTERPARTS

This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The COUNTY may execute the Contract through electronic or manual means. The AGENCY shall execute by manual means only, unless the COUNTY provides otherwise.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:

JOSEPH ABRUZZO
CLERK & COMPTRROLLER

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

BY: _____
Clerk & Comptroller

BY: _____
Mayor

WITNESS:



Signature

AGENCY:

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

Russell Greece
Name Typed

BY: 
Signature

59-1879968
AGENCY's Federal ID Number

Kimberly McCarten
AGENCY's Signatory Name Typed

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS


County Attorney


BY: 
Clinton B. Forbes
Executive Director, Palm Tran, Inc.

EXHIBIT A

SCOPE OF WORK & SERVICE UNITS FY 2022, FY 2023 and FY 2024 FINANCIAL ASSISTANCE CONTRACT

Agency Name: Seagull Industries for the Disabled, Inc.

3879 West Industrial Way
Riviera Beach, FL 33404

Kimberly McCarten, Acting President & C.E.O
Elisha Snyder, Staff Accountant

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

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

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

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

No fares are to be collected for these services; however, donations are permissible.

Ambulatory Trip: A one-way single rider passenger trip for a customer who does not require the use of a mobility device (neither a wheelchair nor walker).

Wheelchair/Walker Trip: A one-way single rider passenger trip for a customer who requires the use of a mobility device (either a wheelchair or walker).

Groups Trips: A one-way passenger trip provided to either an ambulatory or wheelchair customer in which service is provided as part of a group of two (2) or more customers to a program approved by Palm Tran.

EXHIBIT A

Billing Form:

| Seagull Services 3879 Byron Drive West Palm Beach, FL 33404 | | Invoice | | | | | | | |
|---|-------------------------------|---|-------------------------|--|-----------|-------|--------|--|--|
| | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Date</th> <th style="width: 50%;">Invoice #</th> </tr> <tr> <td style="text-align: center;">4/30/2017</td> <td style="text-align: center;">13761</td> </tr> </table> | Date | Invoice # | 4/30/2017 | 13761 | | | |
| Date | Invoice # | | | | | | | | |
| 4/30/2017 | 13761 | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 100%; padding: 2px;"> Bill To Palm Tran Attn: Rosanna Santana 345 S. Congress Ave., Second Floor Delray Beach, FL 33444 </td> </tr> </table> | | | | Bill To Palm Tran Attn: Rosanna Santana 345 S. Congress Ave., Second Floor Delray Beach, FL 33444 | | | | | |
| Bill To Palm Tran Attn: Rosanna Santana 345 S. Congress Ave., Second Floor Delray Beach, FL 33444 | | | | | | | | | |
| | | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 33%;">P.O. No.</th> <th style="width: 33%;">Terms</th> <th style="width: 33%;">Project</th> </tr> <tr> <td></td> <td style="text-align: center;">Net 10</td> <td></td> </tr> </table> | P.O. No. | Terms | Project | | Net 10 | | |
| P.O. No. | Terms | Project | | | | | | | |
| | Net 10 | | | | | | | | |
| | | | | | | | | | |
| Quantity | Description | Rate | Amount | | | | | | |
| 835 | Monthly Contract - April 2017 | 10.00 | 8,350.00 | | | | | | |
| Thank you for your support | | | Total \$8,350.00 | | | | | | |

Billing Form:

Palm Tran Connection
Monthly Invoice

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

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

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

EXHIBIT A

TDAOR:

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

EXHIBIT A

TDAOR:

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

EXHIBIT A

TDAOR:

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

EXHIBIT A

TDAOR:

| | | | | | | | | | | | | | |
|-------------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|--|
| Other Cash: | | | | | | | | | | | | | |
| Other In-Kind | | | | | | | | | | | | | |
| Local Govt Subtotal: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Local Non-Government: | | | | | | | | | | | | | |
| Farebox: | | | | | | | | | | | | | |
| Donations/Contributions | | | | | | | | | | | | | |
| In-Kind Services: | | | | | | | | | | | | | |
| Other Non-Gvt: | | | | | | | | | | | | | |
| Local Non-Gvt Subtotal: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other Federal/State Programs | | | | | | | | | | | | | |
| Revenues: | | | | | | | | | | | | | |
| Medicaid Subtotal | | | | | | | | | | | | | |
| APD Subtotal: | | | | | | | | | | | | | |
| Workforce Subtotal | | | | | | | | | | | | | |
| CTD Subtotal | | | | | | | | | | | | | |
| Child/Fam Subtotal | | | | | | | | | | | | | |
| Child/Fam Subtotal | | | | | | | | | | | | | |
| Comm Affs Subtotal | | | | | | | | | | | | | |
| Education Subtotal | | | | | | | | | | | | | |
| Elder Subtotal | | | | | | | | | | | | | |
| Health Subtotal | | | | | | | | | | | | | |
| Juvenile Justice | | | | | | | | | | | | | |
| DDT Subtotal | | | | | | | | | | | | | |
| Local Govt Subtotal: | | | | | | | | | | | | | |
| Local Non-Gvt Subtotal: | | | | | | | | | | | | | |
| Other Programs | | | | | | | | | | | | | |
| Grand Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Expense Sources | | | | | | | | | | | | | |
| Expenses | | | | | | | | | | | | | |
| Labor (501) | | | | | | | | | | | | | |
| Fringe Benefits (502) | | | | | | | | | | | | | |
| Services (503) | | | | | | | | | | | | | |
| Materials (504) | | | | | | | | | | | | | |
| Utilities (505) | | | | | | | | | | | | | |
| Casualty/Clab (506) | | | | | | | | | | | | | |
| Taxes (507) | | | | | | | | | | | | | |
| Purch Svc (508) | | | | | | | | | | | | | |
| Misc (509) | | | | | | | | | | | | | |
| Interest (511) | | | | | | | | | | | | | |
| Leases/Rentals (512) | | | | | | | | | | | | | |
| Depreciation (513) | | | | | | | | | | | | | |
| Contrib Svc (530) | | | | | | | | | | | | | |
| Indirect Exp | | | | | | | | | | | | | |
| Grand Total | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Net Revenue: | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

EXHIBIT A

NTD:

| SEAGULL INDUSTRIES FOR THE DISABLED | | | | | | | | | | | | | |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|
| NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG | | | | | | | | | | | | | |
| FOR FISCAL YEAR ENDING SEPTEMBER 30: | | | | | | | | | | | | | |
| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD TOTAL |
| DESCRIPTION | | | | | | | | | | | | | |
| Private | | | | | | | | | | | | | |
| Not-for-Profit | | | | | | | | | | | | | |
| CAPITAL FUNDING | | | | | | | | | | | | | |
| Depreciation on Capital Assets | | | | | | | | | | | | | |
| State Grants | | | | | | | | | | | | | |
| Other | | | | | | | | | | | | | |
| OPERATING FUNDING | | | | | | | | | | | | | |
| Transportation | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| State Funding | | | | | | | | | | | | | 0 |
| LOCAL FUNDING | | | | | | | | | | | | | 0 |
| SOURCE: Fair, fare, etc. | | | | | | | | | | | | | 0 |
| TOTAL REVENUES | | | | | | | | | | | | | 0 |
| EXPENDITURES MUST EQUAL REVENUES | | | | | | | | | | | | | 0 |
| FARE REVENUE PER PASSENGER TRIP | | | | | | | | | | | | | 50 |
| TRANSIT EXPENSES | | | | | | | | | | | | | 0 |
| Vehicle Operation | | | | | | | | | | | | | 0 |
| Vehicle Maintenance | | | | | | | | | | | | | 0 |
| Non-Vehicle Maintenance | | | | | | | | | | | | | 0 |
| General Administration | | | | | | | | | | | | | 0 |
| TOTAL EXPENSES | | | | | | | | | | | | | 0 |
| EXPENDITURES MUST EQUAL REVENUES | | | | | | | | | | | | | 0 |
| EXPENSE PER PASSENGER TRIP | | | | | | | | | | | | | 50 |
| REVENUE VEHICLE MAINTENANCE & ENERGY | | | | | | | | | | | | | |
| Vehicle Maintenance | | | | | | | | | | | | | |
| Energy | | | | | | | | | | | | | |

EXHIBIT A

| SEAGULL INDUSTRIES FOR THE DISABLED | | | | | | | | | | | | | |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|
| NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG | | | | | | | | | | | | | |
| FOR FISCAL YEAR ENDING SEPTEMBER 30, | | | | | | | | | | | | | |
| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD-TOTAL |
| TRANSIT SAFETY AND SECURITY | | | | | | | | | | | | | |
| SEE NTD EXHIBIT 4 - REPORTING THRESHOLDS FOR SAFETY AND SECURITY INCIDENTS | | | | | | | | | | | | | |
| Number of Injuries or Deaths | | | | | | | | | | | | | 0 |
| Number of Accidents or Incidents | | | | | | | | | | | | | 0 |
| Number of Property Damages | | | | | | | | | | | | | 0 |
| Number of Vehicle Collisions | | | | | | | | | | | | | 0 |
| Number of New Vehicle Collisions | | | | | | | | | | | | | 0 |
| Number of Security Incidents | | | | | | | | | | | | | 0 |
| Number of Security Incidents | | | | | | | | | | | | | 0 |
| TRANSIT AGENCY SERVICE | | | | | | | | | | | | | |
| # OF VEHICLES OPERATED IN MAXIMUM SERVICE | | | | | | | | | | | | | |
| AVERAGE MILES PER VEHICLE OPERATED IN MAX SERVICE | | | | | | | | | | | | | |
| TIME SERVICE BEGINS: (IN MILITARY TIME, INC. DEADHEAD) | | | | | | | | | | | | | |
| Average Typical Weekday | | | | | | | | | | | | | |
| Average Typical Saturday | | | | | | | | | | | | | |
| Average Typical Sunday | | | | | | | | | | | | | |
| TIME SERVICE ENDS: (IN MILITARY TIME, INC. DEADHEAD) | | | | | | | | | | | | | |
| Average Typical Weekday | | | | | | | | | | | | | |
| Average Typical Saturday | | | | | | | | | | | | | |
| Average Typical Sunday | | | | | | | | | | | | | |
| # OF VEHICLES IN OPERATION: | | | | | | | | | | | | | |
| Average Typical Weekday | | | | | | | | | | | | | |
| Average Typical Saturday | | | | | | | | | | | | | |
| Average Typical Sunday | | | | | | | | | | | | | |
| Average Typical Service Week (NOVEMBER) | | | | | | | | | | | | | |
| AVERAGE TRIPS PER VEHICLE (WEEKDAYS) | | | | | | | | | | | | | |
| ACTUAL VEHICLE MILES (REVENUE & DEADHEAD): | | | | | | | | | | | | | |
| Weekday Total (Revenue & Deadhead) | | | | | | | | | | | | | |
| Saturday Total (Revenue & Deadhead) | | | | | | | | | | | | | |
| Sunday Total (Revenue & Deadhead) | | | | | | | | | | | | | |
| MONTHLY TOTAL | | | | | | | | | | | | | |
| AVERAGE HOURS PER VEHICLE OP. IN MAX SERVICE | | | | | | | | | | | | | |

EXHIBIT A

| SEAGULL INDUSTRIES FOR THE DISABLED | | | | | | | | | | | | | |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|
| NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG | | | | | | | | | | | | | |
| FOR FISCAL YEAR ENDING SEPTEMBER 30 | | | | | | | | | | | | | |
| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD TOTAL |
| ACTUAL VEHICLE HOURS (REVENUE & DEADHEAD) | | | | | | | | | | | | | |
| Weekday Total for the Month | | | | | | | | | | | | | 0 |
| Saturday Total for the Month | | | | | | | | | | | | | 0 |
| Sunday Total for the Month | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| AVERAGE DEADHEAD MILES PER DEADHEAD HOUR | | | | | | | | | | | | | 0.0 |
| ACTUAL VEHICLE REVENUE MILES | | | | | | | | | | | | | |
| Weekday Total for the Month | | | | | | | | | | | | | 0 |
| Saturday Total for the Month | | | | | | | | | | | | | 0 |
| Sunday Total for the Month | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| RATIO OF REVENUE MILES TO TOTAL MILES | | | | | | | | | | | | | 0% |
| ACTUAL VEHICLE REVENUE HOURS | | | | | | | | | | | | | |
| Weekday Total for the Month | | | | | | | | | | | | | 0 |
| Saturday Total for the Month | | | | | | | | | | | | | 0 |
| Sunday Total for the Month | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| AVERAGE REVENUE MILES PER REVENUE HOUR | | | | | | | | | | | | | 0.0 |
| RATIO OF REVENUE HOURS TO TOTAL HOURS | | | | | | | | | | | | | 0% |
| UNLINKED PSGR TRIPS (PASSENGERS BOARDED) | | | | | | | | | | | | | |
| Weekday Total for the Month | | | | | | | | | | | | | 0 |
| Saturday Total for the Month | | | | | | | | | | | | | 0 |
| Sunday Total for the Month | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| UNLINKED AVERAGE WEEKDAY PASSENGER TRIPS PER REVENUE HOUR | | | | | | | | | | | | | 0.0 |
| PASSENGER MILES | | | | | | | | | | | | | |
| Weekday Total for the Month | | | | | | | | | | | | | 0 |
| Saturday Total for the Month | | | | | | | | | | | | | 0 |
| Sunday Total for the Month | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| AVERAGE PASSENGER MILES PER PASSENGER TRIP | | | | | | | | | | | | | 0 |
| # OF DAYS SCHEDULES OPERATED | | | | | | | | | | | | | |
| Weekday | | | | | | | | | | | | | 0 |
| Saturday | | | | | | | | | | | | | 0 |
| Sunday | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| See NTD Data Worksheet | | | | | | | | | | | | | 0 |

Exhibit A

| SEAGULL INDUSTRIES FOR THE DISABLED | | | | | | | | | | | | | |
|--|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|
| NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG | | | | | | | | | | | | | |
| FOR FISCAL YEAR ENDING SEPTEMBER 30, | | | | | | | | | | | | | |
| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD TOTAL |
| TOTAL VEHICLE MILES PER DAY (WEEKDAY) | | | | | | | | | | | | | 0 |
| Dates Not Operated Due to Strike | | | | | | | | | | | | | 0 |
| Dates Not Operated Due to Official Emergencies | | | | | | | | | | | | | 0 |
| MECHANICAL SYSTEM FAILURES (ROAD CALLS) | | | | | | | | | | | | | 0 |
| MAJOR SYSTEM FAILURES | | | | | | | | | | | | | 0 |
| Engines | | | | | | | | | | | | | 0 |
| Transmissions | | | | | | | | | | | | | 0 |
| Brakes | | | | | | | | | | | | | 0 |
| Electrical System | | | | | | | | | | | | | 0 |
| Steering / Wheel & Tires | | | | | | | | | | | | | 0 |
| Doors | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| NON-MAJOR SYSTEMS FAILURES | | | | | | | | | | | | | 0 |
| Fareboxes | | | | | | | | | | | | | 0 |
| Heating | | | | | | | | | | | | | 0 |
| Ventilation | | | | | | | | | | | | | 0 |
| Air Conditioning | | | | | | | | | | | | | 0 |
| Wheelchair Lifts | | | | | | | | | | | | | 0 |
| Other | | | | | | | | | | | | | 0 |
| MONTHLY TOTAL | | | | | | | | | | | | | 0 |
| TOTAL SYSTEM FAILURES | | | | | | | | | | | | | 0 |
| FUEL CONSUMPTION (IN GALLONS) | | | | | | | | | | | | | 0 |
| Diesel | | | | | | | | | | | | | 0 |
| Gasoline | | | | | | | | | | | | | 0 |
| TOTAL FUEL CONSUMPTION (IN GALLONS) | | | | | | | | | | | | | 0 |

| SEAGULL INDUSTRIES FOR THE DISABLED | | | | | | | | | | | | | |
|---|-------|--------|---------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----------|
| NTD DEMAND RESPONSE PURCHASED TRANSPORTATION MONTHLY LOG | | | | | | | | | | | | | |
| FOR FISCAL YEAR ENDING SEPTEMBER 30, | | | | | | | | | | | | | |
| | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | YTD TOTAL |
| COMMENTS/EXPLANATIONS OF UNUSUAL ITEMS. (LEAVE THE COMMENTS FROM MONTH TO MONTH. DO NOT DELETE THEM.) | | | | | | | | | | | | | |
| COPY & PASTE THE DESCRIPTION FROM ABOVE | MONTH | AMOUNT | COMMENT/EXPLANATION | | | | | | | | | | |
| EXAMPLE | | | | | | | | | | | | | |
| DATES NOT OPERATED DUE TO OFFICIAL EMERGENCIES | | | | | | | | | | | | | |
| Contract allows for a maximum of 10 trips per month for the period 10:01 A.M. to 09:30 P.M. | | | | | | | | | | | | | |
| Throughout the year the PM's sheet may include a vehicle which shows the same pickup & dropoff point and the same on the return trip. These are the vehicle which transport passengers from Seagulls Group Home on Singer Island. | | | | | | | | | | | | | |
| NO VEHICLES AVAILABLE FOR MAXIMUM SERVICE TRIPS | | | | | | | | | | | | | |

EXHIBIT B

SERVICE/PROGRAM TO BE PROVIDED FY 2022, FY 2023 & FY 2024

OTHER COUNTY SPONSORED CONTRACT

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

| <i>Program Name and Definition of Unit of Service</i> | <i>Unit Cost</i> | <i>Total Cost Of Service</i> |
|---|----------------------|----------------------------------|
|---|----------------------|----------------------------------|

Service/Program: **Transportation**

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

\$100,200.00

One way Trip:

\$10.00

FY 2022 - \$100,200.00
(10/1/2021 - 9/30/2022)

FY 2023 - \$100,200.00
(10/1/2022 – 09/30/2023)

FY 2024 - \$100,200.00
(10/1/2023 – 09/30/2024)

EXHIBIT C

DELIVERABLES AND REQUIREMENTS FY 2022, FY 2023 and FY 2024 FINANCIAL ASSISTANCE CONTRACT

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

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

ATTACHMENT C(1)

CERTIFICATE
(If Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That he is the Secretary of Seagull Industries for the Disabled, Inc. Corporation, a corporation organized and existing in good standing under the laws of the State of Florida, hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the 18th day of August, 2021, in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

RESOLVED, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Kimberly McCarter, the Acting President + CEO of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 18th day of August, 2021.

James E Weber
(Signature)
James E Weber
(Print Signatory's name)
It's Secretary

(CORPORATE SEAL)

SWORN TO AND SUBSCRIBED before me this 18th day of August, 2021, by the Secretary of the aforesaid corporation, who is personally known to me OR who produced _____ as identification and who did _____ take an oath.

April Osborn

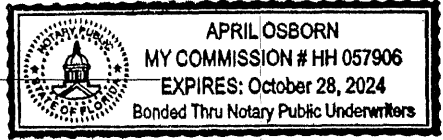
Notary Signature

April Osborn

Print Notary Name

NOTARY PUBLIC

State of Florida at Large



My Commission Expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/1/2021

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

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

| PRODUCER Aris Insurance Group 3900 Hollywood Blvd Suite PH-E Hollywood FL 33021 License#: L108602 SEAGIND-01 | CONTACT NAME: _____ PHONE (A/C, No, Ext): 954-323-0355 FAX (A/C, No): 954-906-1499 E-MAIL ADDRESS: info@arisrisk.com | | | | | | | | | | | | | |
|---|--|-------------------------------|--------|-------------------------------------|--|---|-------|-------------|--|-------------|--|-------------|--|-------------|
| | <table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Technology Insurance Co</td> <td></td> </tr> <tr> <td>INSURER B : Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A : Technology Insurance Co | | INSURER B : Philadelphia Indemnity Ins Co | 18058 | INSURER C : | | INSURER D : | | INSURER E : | | INSURER F : |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A : Technology Insurance Co | | | | | | | | | | | | | | |
| INSURER B : Philadelphia Indemnity Ins Co | 18058 | | | | | | | | | | | | | |
| INSURER C : | | | | | | | | | | | | | | |
| INSURER D : | | | | | | | | | | | | | | |
| INSURER E : | | | | | | | | | | | | | | |
| INSURER F : | | | | | | | | | | | | | | |

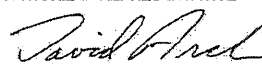
COVERAGES **CERTIFICATE NUMBER:** 1798302010 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVP | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------------------|-------------------------|-------------------------|--|
| B | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EmpBenefits GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | Y | | PHPK2243300 | 3/1/2021 | 3/1/2022 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 EmpBenefits \$ 1mil/1mil |
| B | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comprehen <input checked="" type="checkbox"/> Collision | | | PHPK2243300 | 3/1/2021 | 3/1/2022 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000 each |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PHUB758213 | 3/1/2021 | 3/1/2022 | EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$ |
| A | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | TWC3930401 | 1/1/2021 | 1/1/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| B | <input type="checkbox"/> Professional Liability <input type="checkbox"/> Abuse/Molestation | | | PHPK2243300 PHPK2243300 | 3/1/2021 3/1/2021 | 3/1/2022 3/1/2022 | Prof Liab Limits \$1mm/\$3mm Abuse/Molestation \$1mm/\$1mm |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The Commission for the Transportation Disadvantaged, Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida and Palm Tran, Inc. and their respective officers, employees, volunteers and agents, c/o Palm Tran, Inc. are additional (see attached)

Certificate Holder Note:
insured with regards to General Liability on primary basis as regards to funding as per written contract per form PI-GLD-HS (10/11) attached. A waiver of subrogation is included when required by written contract per See Attached...

| | |
|--|--|
| CERTIFICATE HOLDER Palm Tran Connection Attn: Chad Hockman 50 S Military Trail West Palm Beach FL 33415 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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ADDITIONAL REMARKS SCHEDULE

| | | | |
|--------------------------------|-----------|---|--|
| AGENCY Aris Insurance Group | | NAMED INSURED Seagull Industries For The Disabled, Inc. DBA Seagull Services 3879 Byron Drive West Palm Beach FL 33404 | |
| POLICY NUMBER | | EFFECTIVE DATE: | |
| CARRIER | NAIC CODE | | |

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

form attached PI-GLD-HS (10/11).
 See form attached.