

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: April 18, 2023                      [ ] Consent                      [X] Regular

Department: Palm Tran                      [ ] Ordinance                      [ ] Public Hearing

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

- A) **Approve** an emergency contract with MV Transportation, Inc., and MV Contract Transportation, Inc., (MV Transportation) for “Go Glades” Mobility on Demand (MOD) Service with a not to exceed amount of \$1,577,730 for the period of January 1, 2023 through December 31, 2023.
- B) **Approve** a Budget Transfer of \$254,313 from Palm Tran Operating Reserves to Contractual Services; to align budget to new Go Glades emergency contract rates.

**Summary:** Since December 2018, Go Glades has supplemented the fixed route service of Routes 40 and 47 in the Glades Region. Over the past four years as a pilot program, Go Glades has experienced an evolution from a Flex Route circulator to a complete MOD service, covering the entire Glades region. Most recently, at the BCC Workshop held on September 30, 2022, the Board of County Commissioners (BCC) moved the Go Glades service from a pilot state to an official new mode in Palm Tran’s operating profile. Further, after reviewing staff information at the BCC Workshop comparing costs of operating the service using contracted services versus bringing the service in-house, the Board directed staff to continue operating Go Glades as a MOD Service utilizing contracted services. This emergency contract will allow Palm Tran to implement the Board’s directive of continuing the Go Glades service, with no lapse in service to customers, with a retroactive start date of January 1, 2023. This contract will also provide Palm Tran the necessary time needed to develop a long-term contract for the Go Glades service.

MV Transportation’s actual vehicle hour (AVH) rate for variable costs will increase from \$46.00 to \$47.81. The increase in AVH is primarily the result of starting driver wages increasing from \$16.50 to \$17.20, which is also in the agencies labor agreement between the Amalgamated Transit Union (ATU) Local 1577 and MV Transportation Inc. This slight adjustment in the hourly rate will make MV Transportation Inc. more competitive in attracting and retaining drivers. This contract will not result in an increase in the transfer from the General Fund to Palm Tran. The cost of the Go Glades service is included in Palm Tran’s FY2023 budget. Countywide (MM)

**Background and Policy Issues:** The “Go Glades” pilot program started service on December 21, 2018 with four (4) routes that provided flexible/deviated fixed route service that evolved into a complete Mobility on Demand service in the Glades region. The BCC approved the continuation of this service at the September 30, 2022 BCC Workshop, and the extension of the contract until December 31, 2022. Originally, a new emergency contract was prepared by the County Purchasing Department to present to the BCC under the March 15, 2023 Contracts list, however the contracts were subsequently delayed due to the time needed to negotiate new rates that would be feasible in today’s market. This contract will not result in an increase to the transfer from the General Fund to Palm Tran and will have a retroactive start date of January 1, 2023.

- Attachments:
- 1. Emergency Contract for MOD Service - Go Glades (3)
  - 2. Budget Transfer

Recommended by:  4/3/2023  
Executive Director                      Date

Approved By:  4/14/23  
Assistant County Administrator                      Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

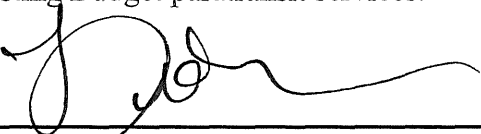
Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures	\$1,183,298	\$394,432			
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$1,183,298	\$394,432			
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

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

Budget Account No:  
Fund Department Unit Object  
1340 540 5050 3423

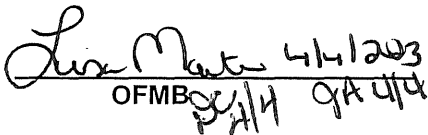
B. Recommended Sources of Funds/Summary of Fiscal Impact:

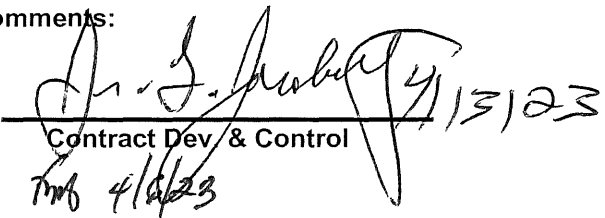
The costs associated are within the existing Budget paratransit services.

C. Departmental Fiscal Review:   
Lyne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

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

  
OFMB 4/14/23  
4/14/23

  
Contract Dev. & Control 4/13/23  
4/13/23

B. Legal Sufficiency

  
Assistant County Attorney 4/13/23

C. Other Department Review

\_\_\_\_\_  
Department Director

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

**EMERGENCY CONTRACT FOR  
DIAL-A-RIDE/MOBILITY ON DEMAND (“MOD”)  
TRANSPORTATION SERVICE  
GLADES REGION - PILOT PROGRAM  
(Contract No. \_\_\_\_\_)**

This Contract No. \_\_\_\_\_ is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, 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 MV Transportation, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, and MV Contract Transportation, Inc., a foreign profit corporation and a subsidiary of MV Transportation, Inc., authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, hereinafter referred to as the “CONTRACTOR”.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR, hereinafter collectively referred to as the parties, agree as follows:

**ARTICLE 1 - SERVICES**

The CONTRACTOR's responsibility under this Contract is to provide MOD TRANSPORTATION SERVICES (a continued pilot program in the Glades region of Palm Beach County) administered by Palm Tran Inc., a not-for-profit corporation that operates the COUNTY's public transit system, hereinafter referred to as “Palm Tran”, in accordance with Exhibit A, Scope of Work/Services, which is attached hereto and incorporated herein.

The COUNTY's representative/liaison during the performance of this Contract shall be Clinton B. Forbes, Executive Director, Palm Tran, Inc., telephone number (561) 841-4205, or designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Randy Frantz, Senior Vice President, MV Transportation, telephone number (502) 494-4191.

**ARTICLE 2 - ORDER OF PRECEDENCE**

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Laws passed by Congress, which are codified in provisions of the United States Code (U.S.C.) applicable to the funding source for this Solicitation; (2) Rules or regulations adopted by a federal agency, which are codified in the Code of Federal Regulations (C.F.R) and applicable to the funding source for this Solicitation; (3) the federal award or funding document for this Solicitation; (4) the Super Circular, inclusive of 2 C.F.R. 200.317 – 200.326; (5) Palm Beach COUNTY Code 2-51 – 2-58; and (6) all other documents, if any, cited herein or incorporated herein by reference.

### ARTICLE 3 - SCHEDULE

The CONTRACTOR shall commence services on January 1, 2023, and complete all services by December 31, 2023. All terms of this Contract shall relate back and take effect as of January 1, 2023.

### ARTICLE 4 - PAYMENTS TO CONTRACTOR

- A. The total amount to be paid by the COUNTY under this Contract for all services and materials will be billed at \$47.81 per revenue hour. The total number of estimated revenue hours is 33,000. The total annual cost of this one-year project shall not exceed a total contract amount of One Million, Five Hundred and Seventy-Seven Thousand, Seven Hundred and Thirty Dollars and no cents (\$1,577,730.00).

The CONTRACTOR shall notify the COUNTY's representative, in writing, when eighty percent (80%) of the "not-to-exceed" amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth above for services rendered toward the completion of the Scope of Work/Services. Where incremental billings for partially completed items is permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.

- B. CONTRACTOR shall send **ALL ORIGINAL** invoices to: PALM TRAN, ADMINISTRATIVE SERVICES - FINANCE, 100 NORTH CONGRESS AVENUE, 2ND FLOOR, DELRAY BEACH, FL 33445-3436, with a copy to the COUNTY's representative. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract. Approved invoices will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following approval by the COUNTY's representative. Invoices submitted on carbon paper shall not be accepted. In order for the COUNTY to make payment, the CONTRACTOR must ensure that their Business Information is the same as it appears on the invoice and in the COUNTY's Vendor Self Service System which can be accessed at:  
<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>.  
Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.

- C. The CONTRACTOR is required to provide an invoice, in addition to the Accounts Payable Report for each month of service, and supporting documentation to the COUNTY by the close of business on the first Friday after the completion of the billing period. CONTRACTOR agrees that this is a reasonable and acceptable billing and payment practice.

- 3) The amount of total fares collected and amount of cash fares retained.
- D. Once the COUNTY receives the CONTRACTOR's invoice, and all required documentation, the COUNTY will verify the information on the CONTRACTOR's invoice.
  - F. The COUNTY will pay the CONTRACTOR based on the CONTRACTOR's unit rate multiplied by the number of billable units for each type of billing unit and adjusted for cash fares retained, liquidated damages deductions, and break discrepancies.
  - G. The COUNTY will provide backup information for any discrepancies or adjustments made to the CONTRACTOR'S invoice. This information should be reviewed by the CONTRACTOR before signing off for final payment. Final approval will signify that all charges and costs for the service period are true and accurate and represents all costs incurred by the CONTRACTOR.
  - H. If there is a discrepancy, the COUNTY will work with the CONTRACTOR to resolve the discrepancy. The COUNTY's representative will have the final say in these matters.
  - I. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the COUNTY's representative, indicating that services have been rendered in conformity with the Contract
  - J. Approved invoices will be considered certified, complete, accurate, and final.
  - K. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR's final/last billing to the COUNTY. This shall constitute CONTRACTOR's certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any further charges, if not included on this final invoice, are waived by the CONTRACTOR.

#### **ARTICLE 5 - PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS**

Pursuant to Palm Beach County Code, Sections 2-421 to 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present, and proposed COUNTY contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the COUNTY, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Sections 2-421 to 2-440, and is punishable pursuant to Section 125.69, F.S., in the same manner as a second-degree misdemeanor.

## **ARTICLE 6 - PERFORMANCE BOND**

The CONTRACTOR shall furnish, to the COUNTY, a Performance Bond or Clean Irrevocable Letter of Credit (Letter of Credit) in the amount of Twenty Thousand Dollars (\$20,000) presented to the Board of COUNTY Commissions for approval. The Performance Bond or Clean Letter of Credit shall take effect on the commencement date of this Contract, and CONTRACTOR shall keep the same in full force and effect during the entire term of this Contract.

The CONTRACTOR shall furnish a Performance Bond in a form and format satisfactory to the COUNTY as security for the faithful performance of the Contract and for the payment of all costs incurred by the COUNTY to obtain a replacement contract, in the event the successful proposer fails to perform as required under said Contract. The term "COST" as used herein shall include all fees, costs, and expenses arising out of the successful proposer's failure to perform the Contract whether direct, indirect, actual, consequential, or incidental and shall include attorney's fees and costs, expert witness fees and expenses, and all time incurred by Palm Beach County, Palm Tran, or the COUNTY's staff. In addition, the Performance Bond shall fully comply with the COUNTY's requirements and format as set forth in Palm Beach County PPM #CW-F-056, the terms of which are incorporated herein by reference.

The Performance Bond is to ensure the faithful performance of all the requirements of the Contract and to save, defend, indemnify, and hold harmless the COUNTY and Palm Tran, Inc., from any and all damages, costs, fees, and expenses, either directly or indirectly arising out of any failure to perform the Contract. The Bond shall be issued by a company authorized to do business in the State of Florida and having a currently valid certificate of authority and bonding capacity as issued by the United States Department of Treasury under 31.U.S.C. 9304-9308. Bond Company shall meet all requirements/regulations set forth under the Florida Insurance Commissioner's Office. The successful proposer shall verify, prior to execution of the Contract, the acceptability of the surety provided thereunder. The attorney-in-fact who signs the Bond must file, with the Bond, a certificate and effective dated copy of power of attorney. The successful proposer must furnish the executed bond prior to the COUNTY's approval of Contract.

A cash deposit, or certified check, or Clean Irrevocable Letter of Credit, from a financial institution with a rating deemed acceptable by the COUNTY, may be provided in lieu of the Performance Bond provided that the form, format, and terms of coverage are acceptable to the COUNTY. The terms of coverage of an Irrevocable Letter of Credit shall be substantially the same as that required of the Performance Bond, and the Letter of Credit shall be issued by an institution that offers security similar to that of a bonding company. In addition, the Letter of Credit shall fully comply with the COUNTY's requirements set forth in Palm Beach County PPM #CW-F-055; and, the face of the Letter of Credit shall be in the format described in PPM #CW-F-055, the terms of which are incorporated herein by reference. In the event of any conflict between the terms of the RFP and PPM #CW-F-055, the latter shall control.

In lieu of a Performance Bond or Clean Irrevocable Letter of Credit whose term is for the duration of the Contract, the CONTRACTOR may provide an initial Performance Bond or Clean Irrevocable Letter of Credit whose term is for one (1) year and which is renewable on an annual

basis. CONTRACTOR shall renew the Performance Bond or Clean Irrevocable Letter of Credit so that it remains in full force and effect during each year of the Contract. The renewed instrument must be received by COUNTY at least sixty (60) days prior to the expiration of the then-current term of the Performance Bond or Clean Irrevocable Letter of Credit provided to the COUNTY. Each renewed instrument shall fully comply with the provisions of this Contract. CONTRACTOR's failure to continue or the COUNTY to receive a renewed Performance Bond or Clean Irrevocable Letter of Credit in accordance with the requirements of this Contract, for any year of the Contract may result in the termination of the Contract.

## **ARTICLE 7 - TRUTH-IN-NEGOTIATION CERTIFICATE / MOST FAVORED CUSTOMER**

Signature of this Contract by the CONTRACTOR shall also constitute 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 CONTRACTOR'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 representation(s) of fees paid to outside contractors. The COUNTY shall exercise its rights under this within three (3) years following final payment.

Furthermore, the CONTRACTOR warrants that the price(s) shall not exceed the CONTRACTOR's price(s) extended to its most favored customer for the same or similar goods or services in similar quantities, or the current market price, whichever is lower. In the event the CONTRACTOR offers more favorable pricing to one of its customer(s), the CONTRACTOR shall immediately extend to the COUNTY the same pricing or the then-current market price, whichever is lower.

## **ARTICLE 8 - TERMINATION**

### **A. Termination for Convenience of the COUNTY:**

1. The COUNTY may terminate this contract, in whole or in part, at any time by providing thirty (30) days written notice to the CONTRACTOR when it is in the COUNTY's best interest. The COUNTY shall terminate by delivering to the CONTRACTOR a Notice of Termination specifying the extent of termination and the effective date. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly, but no later than one (1) year from the date of termination, submit its termination claim to the COUNTY. If the CONTRACTOR has any property in its possession belonging to the COUNTY, the CONTRACTOR will account for the same, return to COUNTY, or dispose of it in the manner the COUNTY directs.
2. After receipt of a Notice of Termination, and except as directed by the COUNTY, the

CONTRACTOR shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

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

paid because of the termination of work, the COUNTY shall pay the CONTRACTOR the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on under paragraph (g) of this clause:

- (1) The contract price for completed supplies or services accepted by the COUNTY not previously paid for, adjusted for any saving of freight and other charges.
- (2) The total of:
  - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (h)(1) of this clause;
  - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (h)(2)(i) of this clause; and
  - (iii) A sum, as profit on subdivision (h)(2)(i) of this clause solely for work performed, determined by the COUNTY under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the CONTRACTOR would have sustained a loss on the entire contract had it been completed, the COUNTY shall allow no profit under this subdivision (h)(2)(iii) and shall reduce the settlement to reflect the indicated rate of loss.
- (3) The reasonable costs of settlement of the work terminated, including:
  - (i) Accounting, clerical, and other direct expenses (excluding legal expenses) reasonably necessary for the preparation of termination settlement proposals and supporting data;
  - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements).
- (i) In arriving at the amount due to the CONTRACTOR under this clause, there shall be deducted:
  1. All unliquidated advance or other payments to the CONTRACTOR under the terminated portion of this contract; and
  2. Any claim which the COUNTY has against the CONTRACTOR under this contract; and

3. The agreed price for, or the proceeds of the sale of materials, supplies, or other things acquired by the CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to the COUNTY.
  - (j) If the termination is partial, the CONTRACTOR may file a proposal with the COUNTY for an equitable adjustment of the price(s) of the continued portion of the contract. The COUNTY may make any equitable adjustment agreed upon. Any proposal by the CONTRACTOR for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the COUNTY.
  - (k)
    - (1) The COUNTY may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the CONTRACTOR for the terminated portion of the contract, including but not limited payments to the CONTRACTOR's subcontractors, if the COUNTY believes the total of these payments will not exceed the amount to which the CONTRACTOR will be entitled. This Contract is not intended to create any third party beneficiaries and confers no rights on anyone other than the CONTRACTOR and the COUNTY and Palm Tran, Inc.
    - (2) If the total payments exceed the amount finally determined to be due, the CONTRACTOR shall repay the excess to the COUNTY upon demand, together with interest computed at the rate established for the payment of judgment liens in the Fifteenth Judicial Circuit of the State of Florida. Interest shall be computed for the period from the date the excess payment is received by the CONTRACTOR to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the CONTRACTOR's termination settlement proposal because of retention or other disposition of termination inventory until ten (10) days after the date of the retention or disposition, or a later date determined by the COUNTY because of the circumstances.
  - (l) Unless otherwise provided in this Contract or by statute, the CONTRACTOR shall maintain all records and documents relating to the terminated portion of this contract for five (5) years after the final settlement. This includes all books and other evidence bearing on the CONTRACTOR's costs and expenses under this contract. The CONTRACTOR shall maintain these records in Palm Beach County, Florida, and make these records and documents available to the COUNTY, its authorized agents, servants, or employees, at the CONTRACTOR's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.
3. The COUNTY's exercise of its rights under Article 31 - MODIFICATION OF WORK and/or Exhibit A, Scope of Work, to shift or transfer up to fifteen percent (15%) of the CONTRACTOR's runs and vehicles to another contractor for the purpose of providing

non-dedicated service or such other purpose deemed appropriate by COUNTY, shall not be deemed to constitute a partial termination for convenience. In addition, the COUNTY's exercise of its rights under Article 31 and/or Exhibit A, Scope of Work, to shift or transfer twenty percent (20%) or less of the CONTRACTOR's runs or vehicles or any portion of the Run Package (by a single or cumulative transfer(s)) shall not be deemed to constitute a partial termination for convenience.

**B. Termination for Default**

1. (a) The COUNTY may, by written notice of default to the CONTRACTOR, terminate this contract, in whole or in part:
  - (1) If the CONTRACTOR fails to perform the services as required or within the time specified in this contract or any extension;
  - (2) If the CONTRACTOR fails to make progress, so as to endanger the performance of this contract; or
  - (3) If the CONTRACTOR fails to perform any provision of this contract or has made an inaccurate or false representation or submitted a false or inaccurate certification. If a transfer (or shift) of 20% or more of CONTRACTOR's Run Package has been made to another contractor (by a single or cumulatively transfer(s)) due to failure(s) to perform. However, this provision shall not be construed to prevent, restrict, impair or modify the COUNTY's right to terminate for any failure to perform, including but not limited to the failures described in this paragraph or any other provision of the Contract.
  - (4) If the CONTRACTOR fails to comply with any provision of the Palm Beach County Living Wage Ordinance, as it may be amended from time to time.
- (b) The COUNTY's right to terminate this Contract may be exercised if the CONTRACTOR does not cure such failure within ten (10) days (or more if authorized in writing by the COUNTY) after receipt of the notice from the COUNTY specifying the failure. This provision does not and shall not be construed to prevent, restrict, impair, or modify the COUNTY's right to shift or transfer runs or vehicles (and any portion of the Run Package), nor shall it establish a different notice requirement than that provided for in any applicable provision of Exhibit A, Scope of Work.
2. If the COUNTY terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the COUNTY considers appropriate, supplies or services similar to those terminated, and the CONTRACTOR will be liable to the

COUNTY for any excess costs for those services. However, the CONTRACTOR shall continue the work not terminated.

3. Except for defaults of subcontractors at any tier, the CONTRACTOR shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the CONTRACTOR. The parties agree that only the following shall be deemed causes beyond the CONTRACTOR's control:
  - (a) acts of God or of the public enemy,
  - (b) fires,
  - (c) floods,
  - (d) epidemics,
  - (e) quarantine restrictions, and/or
  - (f) inclement weather.

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

4. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the CONTRACTOR and subcontractor and without the fault or negligence of either, the CONTRACTOR shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources insufficient time for the CONTRACTOR to meet the required delivery schedule. Upon direction of the COUNTY, the CONTRACTOR shall also protect and preserve property in its possession in which the Government has an interest.
5. The COUNTY shall pay the contract price for completed services delivered and accepted.
6. If, after termination, it is determined that the CONTRACTOR was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the COUNTY.
7. The rights and remedies of the COUNTY in this clause are in addition to any other rights and remedies provided by law, equity, or under this Contract.
8. Notwithstanding anything contained in this Contract, the parties agree that the occurrence of any of the following shall be deemed a material event of default:

- (a) The filing of any judgment lien against the assets of the CONTRACTOR related to the performance of this Contract, which is not discharged, satisfied, or contested in a court of law within thirty (30) days of notice to the CONTRACTOR;
- (b) The making by the CONTRACTOR of any general assignment or general arrangement for the benefit of creditors;
- (c) The filing by or against the CONTRACTOR or its affiliate(s), of a petition to have the CONTRACTOR or its affiliates adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless in the case of a petition for bankruptcy, reorganization or arrangement filed against the CONTRACTOR the same is dismissed within thirty (30) days from date of service upon the CONTRACTOR or its affiliate(s));
- (d) The appointment of a trustee or receiver to take possession of substantially all of the CONTRACTOR's assets or the assets used by the CONTRACTOR in the performance of its work under this Contract;
- (e) The attachment, execution, or other judicial seizure of substantially all of the CONTRACTOR's assets and such attachment, execution, or seizure is not discharged within thirty (30) days;
- (f) Any attempt by the CONTRACTOR to convey, transfer, sublet or assign, in whole or in part, its interest in this Contract, unless it has first obtained the written consent of the COUNTY;
- (g) The failure to comply with any term or condition of this Contract.

## **ARTICLE 9 - PERSONNEL**

The CONTRACTOR 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. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required herein under shall be performed by the CONTRACTOR, or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

CONTRACTOR will exercise full and exclusive control, management, and supervision over its employees, their compensation and discharge, and shall be responsible as to all matters relating to payments made or to be made to such employees including, compliance with social security, withholding, and all other laws and regulations including, but not limited, to those governing labor and employment matters. The CONTRACTOR shall perform all functions and do all things

necessary for the management of its employees including, but not limited to, the authority to fix wages, hours, and other terms and conditions of employment; to bargain with its employees or their representatives and enter into collective bargaining agreements; to establish and enforce rules and regulations concerning the work and conduct of its employees; to establish procedures for and to handle and resolve grievances of its employees; to hire, fire, promote, layoff, supervise, discipline and discharge its employees; and to perform all of the above whether arising by a collective bargaining agreement or otherwise.

CONTRACTOR shall conduct its operations and provide services in compliance with the terms and conditions of employment applicable to employees affected by the existing 13(c) agreements, the U.S. Department of Labor's (DOL) certifications under 49 USC 5333(b), 29 CFR Part 215 and all other applicable laws, executive orders, rules and regulations, which may include but are not limited to the Federal Transit Act, 49 USC 5333(b), National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), Occupational Safety and Health (OSH) Act, Employee Retirement Income Security Act (ERISA) and all applicable regulations.

The CONTRACTOR shall comply with all applicable statutory and regulatory requirements (federal, state, and local) applicable to its employees and workforce, and for timely compliance therewith. Nonexclusive examples include, but are not limited to, the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA), and drug and alcohol testing regulations at 49 CFR Parts 40 and 655, Uniformed Services Employment and Reemployment Rights Act, Employee Polygraph Protection Act (EPPA), Consumer Credit Protection Act (CPCA), Family and Medical Leave Act (FMLA), Worker Adjustment and Retraining Notification Act (WARN), Title VII of the Civil Rights Act of 1964, Pregnancy Discrimination Act, Equal Pay Act of 1964 (EPA), Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disability Act of 1990 (ADA), Civil Rights Act of 1991, Rehabilitation Act of 1973, and the Genetic Information Nondiscrimination Act of 2008 (GINA), as they may be amended from time to time. CONTRACTOR shall be solely responsible for all costs associated with compliance and/or its failure to comply with any law, executive order, rule, regulation, and the 13(c) obligations of the COUNTY. CONTRACTOR's responsibilities shall include but shall not be limited to its sole responsibility for all fines, assessments, penalties, charges, fees, and all determinations of a court of law or administrative agency arising from and/or related, in any manner whatsoever, to its compliance with or failure to comply with 13(c) requirements, any state, federal or local law, rule or regulation, the obligations owed to its paratransit workers, and performance of the contract.

CONTRACTOR shall determine and inform the COUNTY of its organizational structure and the manner in which it will perform the services. Any changes or substitutions in the CONTRACTOR's key personnel, must be made known to the COUNTY's representative and written approval must be granted by the COUNTY's representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the CONTRACTOR's personnel (and all subcontractors) will comply with all COUNTY requirements governing conduct, safety, and security while on COUNTY premises.

COUNTY and Palm Tran Connection may require the CONTRACTOR to remove any individual or employee from service in the performance of this Contract whose performance violates the requirements of the CONTRACTOR, or whose performance reflects negatively upon COUNTY and Palm Tran Connection, as determined by the COUNTY, in its sole discretion. COUNTY may not direct the CONTRACTOR to reprimand, reward, suspend, discipline, or discharge its employees.

#### **ARTICLE 10 - CRIMINAL HISTORY RECORDS CHECK**

The CONTRACTOR, CONTRACTOR's employees, subcontractors of CONTRACTOR and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371–2-377, 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 R-2015-0572, as amended. The CONTRACTOR is solely responsible for understanding the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONTRACTOR 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 "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONTRACTOR(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONTRACTOR shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the contract and return them to the COUNTY. If the CONTRACTOR or its subcontractor(s) terminates an employee who has been issued a badge, the CONTRACTOR must notify the COUNTY within two (2) hours. At the time of termination, the CONTRACTOR shall retrieve the badge and shall return it to the COUNTY in a timely manner.

The COUNTY reserves the right to suspend the CONTRACTOR if the CONTRACTOR: 1) does not comply with the requirements of COUNTY Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONTRACTOR 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.

All management, supervisory staff and road supervisors must comply with this section.

This section excludes the required Level 2 Background Screening to be performed by CONTRACTOR as described in Exhibit B.

## **ARTICLE 11 - SMALL BUSINESS ENTERPRISES SUBCONTRACTING**

Palm Beach County encourages the Prime CONTRACTOR to make every attempt to secure a level of Small Business participation.

No DBE Goal was established for this contract: Palm Beach County encourages the contractor to make every attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE) certified by a cognizant agency in the completion of this contract.

The CONTRACTOR agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (certified by a cognizant agency) are used when possible. The CONTRACTOR also agrees that each subcontractor will facilitate participation by small businesses owned and controlled by socially and economically disadvantaged individuals, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. While we encourage the use of Small Businesses in the general market area: Broward, Miami Dade, Palm Beach, and neighboring counties, there is no geographic restriction associated with this Contract.

## **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 CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR 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 - AVAILABILITY OF FUNDS**

The COUNTY's performance and obligation to pay under this Contract is contingent upon COUNTY's receipt of funds, as a grantee or funding recipient of FDOT, FTA, or other state or federal agency, which funds are to be used for the purposes of this Contract and an annual appropriation for the purposes of this Contract by the Board of COUNTY Commissioners, as it may determine appropriate in its sole discretion. CONTRACTOR shall not perform or fail to perform any act that would contribute to or cause the COUNTY to be in violation of the terms or conditions of any grant or funding agreement or to lose, return or forfeit any funds or grant.

## **ARTICLE 14 - INSURANCE REQUIREMENTS**

Prior to execution of this Contract, the CONTRACTOR shall provide evidence of the following minimum required insurance coverage and limits (such as through a Certificate of Insurance) to until otherwise notified by the COUNTY:

Palm Beach County  
c/o Purchasing Department  
50 South Military Trail  
Suite 110  
West Palm Beach, FL 33415

The CONTRACTOR 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 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 CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under the Contract. CONTRACTOR 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.

- i. **Commercial General Liability:** CONTRACTOR shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.
- ii. **Additional Insured Clause:** The Commercial General Liability policy shall be endorsed to include, "State of Florida, Department of Transportation (FDOT)", "Palm Beach County Board of COUNTY Commissioners" and "Palm Tran, Inc." as Additional Insureds. A copy of the endorsement shall be provided to COUNTY upon request.
- iii. **Sexual Assault and Molestation:** CONTRACTOR shall maintain sexual assault and molestation coverage at a limit of not less than **\$250,000** Each Claim. Coverage may be provided by endorsement to the Commercial General Liability policy.
- iv. **Business Auto Liability:** CONTRACTOR shall maintain Business Auto Liability at a limit of liability not less than **\$3,000,000** Each Occurrence.
- v. **Workers' Compensation Insurance & Employer's Liability:** CONTRACTOR shall maintain Workers' Compensation & Employer's Liability in accordance with Florida Statute Chapter 440. Coverage shall be provided on a primary basis.
- vi. **Waiver of Subrogation:** CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its 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, then CONTRACTOR shall 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 that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

- vii. **Certificates of Insurance**: Prior to each subsequent renewal of this Contract, within forty-eight (48) hours of a request by COUNTY, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the CONTRACTOR shall deliver to the COUNTY a signed 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. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days' for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County  
Board of COUNTY Commissioners Insurance Compliance  
PO Box 100085 – DX  
Duluth, GA 30096

- viii. **Umbrella or Excess Liability**: If necessary, CONTRACTOR may satisfy the minimum liability limits required above for Commercial General Liability and Business Auto Liability under Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability policy; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. CONTRACTOR agrees to endorse COUNTY and Palm Tran, Inc., as an "Additional Insureds" on the Umbrella or Excess Liability policy, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a pure/true "Follow-Form" basis.

**Right to Revise or Reject**: COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, 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. 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.

## **ARTICLE 15 - INDEMNIFICATION**

CONTRACTOR agrees to protect, save, defend, reimburse, indemnify and hold harmless the COUNTY, Palm Tran, Inc., and their respective officers, elected officials, servants, agents, and employees from and against any and all claims, suits, liability, expenses, losses, costs, fines, damages, attorney fees, (including the costs of all appeals), costs and expenses, and causes of action of every kind and character against COUNTY, Palm Tran, Inc., or their respective officers, elected officials, servants, agents, and employees by reason of any cost, loss, harm, damage to

person(s), including bodily injury and death, and property, incurred or sustained by any person whomsoever or any governmental entity, including the COUNTY, which arises out of, are incidental to or relate, in any manner, to the CONTRACTOR's performance of this Contract, its acts or omissions, its negligent performance, or its failure to perform any term or condition of this Contract. CONTRACTOR's obligations hereunder shall encompass all negligent, intentional, and wrongful acts of its employees, officers, servants, agents, and subcontractors, and shall include, but are not limited to, all injuries or damages suffered by any person or entity, including the COUNTY, as a result of any negligent, intentional, deliberate or malicious act or omission of the CONTRACTOR or its employees, servants, agents, and subcontractors.

CONTRACTOR agrees that the foregoing provision includes within its scope any and all harm, cost, loss, or damage of any kind or nature, fees, costs, expenses, attorney fees, including those incurred during any type of federal or state administrative or legal proceeding or inquiry, appellate costs, and all Palm Tran, Inc. and COUNTY employee costs that arise out of or are related, in any manner whatsoever, to CONTRACTOR's obligation to comply with the applicable transit employee protective requirements of the Contract (also referred to or known as "13(c), employee transit protective arrangements or Section 5333(b) obligations") and all other state, federal and local laws, rules and regulations.

Notwithstanding the foregoing, CONTRACTOR shall not be responsible to COUNTY for damages that 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, servants, agents, and employees.

#### **ARTICLE 16 - SUCCESSORS AND ASSIGNS**

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract 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 CONTRACTOR shall assign, sublet, convey, or transfer its interest in this Contract, without the prior written consent of the other. Consent to the assignment may be withheld for any reason or for no reason at all. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

#### **ARTICLE 17 - 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, Florida. 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.

Except as to Palm Tran, Inc., no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY, Palm Tran, Inc., and/or CONTRACTOR.

#### **ARTICLE 18 - CONFLICT OF INTEREST**

- A. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONTRACTOR further represents that no person having any such conflict of interest shall be employed for said performance of services.
- B. The CONTRACTOR shall promptly notify the COUNTY's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgement 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 CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR 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 CONTRACTOR under the terms of this Contract.
- C. CONFLICT OF INTEREST: Notwithstanding any provision of Section 2-443 of the Ethics Code, no employee, officer or agent of the COUNTY may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or may receive a tangible personal benefit from a vendor considered for a COUNTY contract.

In addition, all federal criminal law violations involving fraud, bribery or gratuity that potentially affect a federal award are required to be disclosed in writing. Failure to make the required disclosures can result in withheld payments, award termination, suspension or debarment of the vendor.

- D. ORGANIZATIONAL CONFLICT OF INTEREST: If the vendor has a parent, affiliate, or subsidiary organization that is not a state government, local government, or Indian tribe, the non-federal entity must also maintain written standards of conduct covering organizational

conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization.

E. GIFT POLICY: Notwithstanding any provision of the Ethics Code, no vendor or contractor shall offer and no officer, employee, or agent of the COUNTY shall solicit or accept gratuities, favors, or anything of monetary value from contractors or subcontractors.

**ARTICLE 19 - LIQUIDATED DAMAGES**

CONTRACTOR acknowledges and agrees that the damages that will be sustained by the COUNTY as a result of the CONTRACTOR's breach and failure to meet the performance standards of this Contract are not readily ascertainable or capable of being determined, and that the amounts and standards set forth in this section as liquidated damages for such breach are reasonable and appropriate given the uncertain nature of the damages that may be sustained by the COUNTY, and that such Liquidated Damages are not a penalty. Liquidated Damages will be assessed starting April 1, 2023.

CONTRACTOR shall be charged with a valid complaint when COUNTY determines that the CONTRACTOR has failed to provide service in accordance with the requirements of this Contract including instances where the CONTRACTOR's response to a complaint is inadequate or incomplete. In all cases, COUNTY is the final arbitrator as to whether or not complaints have been adequately resolved by CONTRACTOR.

If CONTRACTOR fails to perform the services within the time specified or at the level of performance specified in this Contract, CONTRACTOR shall, in place of actual damages, pay to COUNTY liquidated damages as follows:

Failure to maintain a vehicle per the terms of the Contract	\$60 per individual incident per day
Failure to adhere to driver qualifications and training requirements	\$60 per individual incident
Failure to maintain employee files as required or supply a request report (incident report, within twenty-four (24) hours of the occurrence of any incident and/or accident)	\$60 per individual incident per day
Failure of the driver to provide service per the terms of the Contract (Curve to Curve level of service)	\$60 per individual incident
CONTRACTOR is unable to cover a route due to a lack of drivers or vehicles, turns back a route with less than 24 hours' notice or failure to make pull out on any route(5 minutes after scheduled time)	\$60 per incident
Failure of the CONTRACTOR's driver that passes up customer, which was reasonably within the driver's control	\$60 per individual incident

COUNTY will deduct the payment for assessed liquidated damages from monies due or to become due thirty (30) calendar days after notification of the assessment.

CONTRACTOR agrees that the assessment and/or payment of Liquidated Damages cannot and will not adequately or reasonably compensate the COUNTY and its citizens for the damage and harm sustained from a pattern of substandard performance.

#### **ARTICLE 20 - PERFORMANCE DURING EMERGENCIES / EXCUSABLE DELAYS**

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

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

Notwithstanding anything in the foregoing to the contrary, the CONTRACTOR agrees and promises that, immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, the COUNTY shall be given "first priority" for all goods and services under this Contract. CONTRACTOR agrees to provide all goods and services to the COUNTY immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, at the terms, conditions, and prices as provided in this Contract on a "first priority" basis. CONTRACTOR shall furnish a 24-hour phone number to the COUNTY. Failure to provide the goods or services to the COUNTY on a first priority basis immediately preceding, during and after a public emergency, disaster, hurricane, flood, or act of God, shall constitute breach of Contract and subject the CONTRACTOR to sanctions from doing further business with the COUNTY.

#### **ARTICLE 21 - ARREARS**

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

#### **ARTICLE 22 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

The CONTRACTOR 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.

The CONTRACTOR agrees that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Contract which have been created as a part of the CONTRACTOR's services or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONTRACTOR, or by or in conjunction or consultation with any other party whether or not a party to the Contract, whether or not in privity of contract with the COUNTY or the CONTRACTOR, and wherever located shall be the property of the COUNTY.

To the extent allowed by Chapter 119, F.S., 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 CONTRACTOR 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, databases, reports and other data developed or purchased under this Contract for the COUNTY, 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.

#### **ARTICLE 23 - INDEPENDENT CONTRACTOR RELATIONSHIP**

1. The CONTRACTOR 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 and/or Palm Tran, Inc. 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 CONTRACTOR's sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'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.
2. The CONTRACTOR does not have the power or authority to bind the COUNTY and/or Palm Tran, Inc., in any promise, agreement, or representation other than specifically provided for in this Contract.
3. CONTRACTOR acknowledges and affirmatively represents, warrants, and asserts that it is familiar with the terms and conditions of this Contract and its duties and obligations hereunder and that in the performance of this Contract and/or in any other act, relationship, or role that it has or may have with the COUNTY or Palm Tran, Inc. related to or arising out of this Contract, that it is and shall at all times be an independent contractor and not an agent or servant of the COUNTY or Palm Tran, Inc. CONTRACTOR acknowledges that it has no authority, either express or implied, to hold itself out as a

servant or agent or to represent that it is an agent or servant of the COUNTY or Palm Tran, Inc. CONTRACTOR agrees that it shall not convey or suggest, in any manner whatsoever, to any person or entity (i.e., third party), that it has any authority, either real or apparent, to act for or on behalf of or as an agent of the COUNTY or Palm Tran, Inc. Accordingly, CONTRACTOR shall at no time claim, assert, infer, or suggest, in any way whatsoever, in any public or private statement whether made in any public meeting, deposition, interrogatory, hearing, trial, or appeal, that it is an agent or servant of the COUNTY or Palm Tran, Inc., that the COUNTY or Palm Tran, Inc. has control over CONTRACTOR's operations, its employees or subcontractor's employees, the conduct of its business, employees, officers, servants or agents, that the COUNTY is an employer or joint employer of any employee of CONTRACTOR or any subcontractor, or that COUNTY is responsible for any fine, assessment, penalty, charge, fee or determination of a court of law or an administrative agency arising out of or related, in any manner, to CONTRACTOR's compliance with or failure to comply with any requirement of this Contract, any state, federal or local law, rule, regulation or executive order or any determination of a court of law or administrative agency.

4. CONTRACTOR affirmatively acknowledges and represents that it, in the performance of this Contract and consistent with its terms and conditions, will select, hire, train, place, supervise, discipline, terminate, compensate and reward its employees; that it has determined the manner and materials by which it will perform the work, including the site from which the work will be performed; and that the facility and materials that it will utilize to perform the work will be owned and controlled by it and under its care and control.
5. CONTRACTOR further agrees to protect, save, defend, reimburse, indemnify and hold harmless the COUNTY, Palm Tran, Inc., and their respective officers, elected officials, servants, agents, and employees from and against any and all claims, liability, expense, loss, costs, fines, damages, attorney fees (including all appellate cost and expenses, including attorney fees) against COUNTY or Palm Tran, Inc., that are related to or result from, in whole or in part, any claim, assertion, inference, suggestion, or the like by CONTRACTOR or any employee or subcontractor of CONTRACTOR, that it, in the performance of this Contract or otherwise, is a servant or agent of COUNTY or Palm Tran, Inc. CONTRACTOR's duties and obligations under this Article shall encompass acts of its subcontractors and independent contractors, which are inconsistent with or conflict with the CONTRACTOR's obligations hereunder.

#### **ARTICLE 24 - CONTINGENT FEE**

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR 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 CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## **ARTICLE 25 - PUBLIC RECORDS, ACCESS, AND AUDITS**

The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (5) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR's place of business.

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

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this Contract.
- B. Upon request from 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, or as otherwise provided by law. The CONTRACTOR further agrees that all fees, charges, and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract, if the CONTRACTOR does not transfer the records to the public agency. Nothing contained herein shall prevent the disclosure of or the provision of records to the COUNTY.
- D. Upon completion of the Contract, the CONTRACTOR shall transfer, at no cost to the COUNTY, all public records in possession of the CONTRACTOR unless notified by COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, to keep and maintain public records required by the COUNTY to perform the service. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Contract, the CONTRACTOR shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Contract, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically by the CONTRACTOR must be provided to COUNTY, upon request of the COUNTY's Custodian or the COUNTY's representative/liaison, on behalf of the COUNTY's Custodian, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

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

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

**ARTICLE 26 - NONDISCRIMINATION**

- A. The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2017-1770, as may be amended, the CONTRACTOR warrants and represents that throughout the term of the Contract, including any renewals thereof, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.
- B. Equal Employment Opportunity. During the performance of this Contract, the CONTRACTOR agrees as follows:

CONTRACTOR and its subcontractors will comply with all applicable federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 - 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to

nondiscrimination in the sale, rental or financing of housing; Rehabilitation Act of 1973 any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application. CONTRACTOR shall comply with the Drug Free Workforce Act of 1988.

#### **ARTICLE 27 - AUTHORITY TO PRACTICE**

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

#### **ARTICLE 28 - 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 29 - PUBLIC ENTITY CRIMES**

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

#### **ARTICLE 30 - SCRUTINIZED COMPANIES**

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and CONTRACTORS who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

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

If the COUNTY determines, using credible information available to the public, that a false

certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

### **ARTICLE 31 - MODIFICATIONS OF WORK**

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

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

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

Notwithstanding the assessment and payment, by the CONTRACTOR, of liquidated damages, the COUNTY reserves the right to:

- a. Shift up to ten percent (10%) of the CONTRACTOR's runs to another CONTRACTOR (for any reason). The CONTRACTOR acknowledges that it has taken into account the possibility that up to ten percent (10%) of its runs and vehicles may be removed and transferred or shifted to another contractor for the provision of non-dedicated services or for such other purposes deemed appropriate by COUNTY and that no increase in cost(s) will be due CONTRACTOR for any such changes.
- b. Shift any number of runs to another CONTRACTOR and/or default the CONTRACTOR for cause if the CONTRACTOR demonstrates a pattern of substandard performance. Patterns of substandard performance may include but are not limited to: four (4) or more consecutive months of assessment of liquidated damages for the same issue or assessment of liquidated damages exceeding Five Hundred Thousand Dollars (\$500,000) in any twelve (12) month period. CONTRACTOR acknowledges that CONTRACTOR may be subject to a cost decrease and that no cost increase, of any kind, will be permitted for the removal and transfers or shifting of runs made for the purposes described herein in this paragraph b.

## **ARTICLE 32 - NOTICE**

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

Melody Thelwell, Director of Purchasing  
Palm Beach County Purchasing Department  
50 South Military Trail, Suite 110  
West Palm Beach, FL 33415

With a copy to:

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

If sent to the CONTRACTOR, notices shall be addressed to:

MV Contract Transportation  
2711 N. Haskell Avenue, Ste. 1500 LB-2  
Dallas, TX 75204  
Attn: Legal Department

## **ARTICLE 33 - ENTIRETY OF CONTRACTUAL AGREEMENT**

The COUNTY and the CONTRACTOR 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 in accordance with Article 31 - Modifications of Work.

## **ARTICLE 34 - REGULATIONS: LICENSING REQUIREMENTS**

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

## **ARTICLE 35-NO INTENDED THIRD-PARTY BENEFICIARIES**

## **ARTICLE 35- NO INTENDED THIRD-PARTY BENEFICIARIES**

This Contract is made solely and specifically among and for the benefit of the parties hereto and Palm Tran, Inc. It is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto and Palm Tran, Inc. No other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Contract as a third-party beneficiary

## **Article 36 - DISPUTE RESOLUTION**

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

## **Article 37 - LIVING WAGE ORDINANCE**

1. The Palm Beach County Living Wage Ordinance (Sections 2-147 through 2-150.1 of the Palm Beach County Code) requires the COUNTY and its paratransit contractors and subcontractors to pay a living wage. CONTRACTOR acknowledges and agrees that this Contract is subject to the ordinance, as it may be amended from time to time, and that it must act in conformity with its provisions.
2. Before entering into any contract, the CONTRACTOR shall provide a certificate to Palm Tran Connection, stating that if awarded the contract, they will pay each employee no less than the living wage. Subcontractors must provide the certificate to the CONTRACTOR, who shall forward to COUNTY.
3. CONTRACTOR shall post a copy of the following statement at the worksite in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$13.67 per hour as of October 1, 2022. If you are not paid this hourly rate, contact your supervisor or lawyer." The preceding statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using Times New Roman 14-point font, Courier new 14-point font, or Arial 14-point font. Posting requirements will not be required if the employer attaches a copy of the preceding statement to the employee's first paycheck and

to subsequent paychecks at least every six (6) months thereafter. CONTRACTOR shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract.

Every six (6) months, the CONTRACTOR shall certify and file with COUNTY, a certification that all employees who worked for the CONTRACTOR during the preceding six (6) month period were paid the living wage in compliance with the ordinance. Palm Tran Connection has the right to request records of living wage pay. CONTRACTOR shall maintain records for five (5) years.

#### **ARTICLE 38 - E-VERIFY- EMPLOYMENT ELIGIBILITY**

CONTRACTOR 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 uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONTRACTOR's subcontractor's performing the duties and obligations of this Contract are registered with the E-Verify System and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does 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. CONTRACTOR 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.

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

**THE REST OF THIS PAGE IS 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 CONTRACTOR has hereunto set its hand the day and year above written.

ATTEST:  
JOSEPH ABRUZZO  
CLERK AND COMPTROLLER

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Mayor

WITNESSES:  
Esmeralda Valderas  
Signature  
Esmeralda Valderas  
Name (type or print)  
Sherri Henderson  
Signature  
Sherri Henderson  
Name (type or print)

CONTRACTOR:  
MV Transportation, Inc.  
Company Name  
Jamie Pierson  
Signature  
Jamie Pierson  
Typed Name  
EVP & Chief Financial Officer  
Title

WITNESSES:  
Esmeralda Valderas  
Signature  
Esmeralda Valderas  
Name (type or print)  
Sherri Henderson  
Signature  
Sherri Henderson  
Name (type or print)

CONTRACTOR:  
MV Contract Transportation, Inc.  
Company Name  
Jamie Pierson  
Signature  
Jamie Pierson  
Typed Name  
EVP & Chief Financial Officer  
Title

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND  
CONDITIONS

By Rubén Masia Mota  
County Attorney

By [Signature]  
Executive Director, Palm Tran

# **Exhibits**

EXHIBIT A - SCOPE OF WORK/SERVICES

EXHIBIT B - LEVEL TWO BACKGROUND SCREENING

EXHIBIT C - VEHICLE ASSIGNMENT ACCEPTANCE

EXHIBIT D - SPECIAL CONTRACT PROVISIONS

EXHIBIT E - 13 (c) Provisions

**EXHIBIT A**  
**SCOPE OF WORK/SERVICES**

**SECTION A**

**INTRODUCTION AND BACKGROUND**

CONTRACTOR shall provide Mobility on Demand (MOD) TRANSPORTATION service for the Glades Region of Palm Beach County, Florida. The CONTRACTOR shall be responsible for vehicle maintenance and related reporting support. The scope of work (SOW) is a general guide and is not intended to be a complete list of all work and materials necessary to satisfy the requirements of this Contract.

**Authority, Vision, and Core Values**

Palm Tran, Inc. is the public transit operating entity for the Palm Beach County Board of County Commissioners (BCC) and is the public agency charged with providing transportation services to the citizens of Palm Beach County. Palm Tran Connection provides public transportation services, including - route bus and paratransit “door-to-door” service (Palm Tran Connection). Palm Tran Connection operates under authority of the Palm Beach County BCC. Palm Tran Connection is guided by its vision and mission;

*Palm Trans mission is to provide access to opportunity for everyone; safely, efficiently and courteously.*

Palm Trans vision is to be the premier transportation choice in Palm Beach County.

**Palm Tran Connection Service Description**

Palm Tran Connection administers and coordinates paratransit “door-to-door” service for residents of Palm Beach County through the Palm Tran Connection program. Palm Tran Connection (PTC) operates the call center, trip-booking, scheduling, dispatching, contract compliance and customer eligibility determination. The CONTRACTOR will operate the new MOD TRANSPORTATION SERVICE for Palm Tran Connection.

**Palm Tran Connection MOD TRANSPORTATION SERVICE**

MOD TRANSPORTATION SERVICE will permit negotiated deviation pick-ups and drop-offs for customers who elect to use the service. The MOD TRANSPORTATION SERVICE is intended to serve the general public and persons for whom ADA eligibility has been established through on demand service delivery strategy for pick-ups and drop-offs.

CONTRACTOR will honor all Palm Tran Connection policies regarding fares. The FARE for the use of the MOD has been established by the Palm Beach County Board of County Commissioners at \$2.00 per boarding.

**Reimbursement**—Reimbursement will be on a per-hour basis, paid from the time the vehicle leaves the operating base until the time it returns to the operating base, less any down time (gate to gate).

**Vehicles**—At least Nine (9) vehicles will be used for MOD TRANSPORTATION SERVICE. CONTRACTOR will leverage existing contract operations team and facility resources for managing and servicing vehicles.

CONTRACTOR shall be responsible for all vehicle maintenance as specified in this section. CONTRACTOR is responsible to provide and have available all hours of service non-revenue/support vehicles.

**Fuel**—fuel will not be provided; it will be treated as a pass through to the County.

## **Definitions**

**Americans with Disabilities Act (ADA) Complementary Paratransit Service**—The ADA requires public transit agencies that provide fixed route service to provide “complementary paratransit” service to individuals with disabilities determined “ADA Paratransit Eligible” by Palm Tran Connection who cannot use the route bus service. Information about customer eligibility is maintained by Palm Tran Connection in a master customer file. Palm Tran Connection paratransit service is provided on a “next-day” basis during all days and hours that route service is operated. All types of trip purposes are served without prioritization under this program, and the service shall be operated without “capacity constraints”.

**Contract**—The definitive agreement entered into between COUNTY and the CONTRACTOR pursuant to which the CONTRACTOR will provide the services as described in this SOW.

**CONTRACTOR**—An experienced organization able to operate a MOD TRANSPORTATION SERVICE to the Glades Region of Palm Beach County, FL.

**Early Pick-Up at Time Point**—A trip made more than five (5) minutes before the negotiated pick-up time. Operator shall not depart the pickup location prior to the negotiated pick-up time.

**Gate to Gate**—Gate to Gate will include the time that the vehicle leaves the base of operation until the time it returns to the base of operations. Less any downtime for lunches, breaks, accidents, incidents and/or breakdowns. Revenue service cannot begin until the driver leaves the operating base.

**Late Arrival at Time Point**—A trip scheduled on MOD TRANSPORTATION SERVICE where the departure time from a designated Time Point is five (5) minutes or longer than the scheduled departure time. CONTRACTOR is expected to complete work as scheduled and displayed on the operator MDT, which will recognize dynamic changes during day of service.

**Late Arrival at Deviation Pick-Up**—Riders will be provided with an estimated pickup time for pickups based on scheduling by Scheduling Software. CONTRACTOR is expected to complete work as scheduled and displayed on the operator MDT, which will recognize dynamic changes during day of service.

Mobile Data Terminal (MDT)—Vehicles used on the MOD TRANSPORTATION SERVICE will be equipped with communications and MDT equipment. The MDT will allow direct communication between the Scheduling Software and the drivers, providing live information on stops. It will also be used to display mapping and information relevant to the tasks and actions performed by the vehicle.

MOD SYSTEM—A shared-ride MOD SYSTEM service is designed to provide on-demand mobility for residents living in areas with lower population density. A MOD SYSTEM will provide localized mobility for the general public and is 100% ADA accessible.

No-Show—A customer that does not appear for a scheduled trip at the scheduled time and location. Customers are instructed to be at the pick-up location five (5) minutes prior to the scheduled pick-up time. Customers who are contacted by Palm Tran Connection and who indicate they are not ready or shall not be traveling as scheduled. Customers who have excess no-shows shall be subject to penalty as per existing Palm Tran Connection policy. All penalties imposed are subject to an appeal process.

On-Time Trip—A trip scheduled with Scheduling Software on the MOD TRANSPORTATION SERVICE where the customer is picked up for a scheduled pick-up within a 15/15 minute window minute.

One-Way Customer Trip (or Trip)—Travel from a pick-up point to a destination point by one customer.

Palm Tran Connection (PTC)—Shared ride paratransit, door-to-door transportation service for eligible persons.

Personal Care Attendant—A pre-registered, non-fare paying individual who travels with an ADA-eligible rider to assist that person.

Road Call—A mechanical failure of a vehicle that occurs in revenue service or deadhead operation, in which the vehicle is not able to complete its scheduled revenue trip or start its next one which negatively impacts our CUSTOMER.

Service Vehicle—MOD TRANSPORTATION SERVICE vehicles will be ADA accessible and operated by the CONTRACTOR. The minimum vehicle capacity will accommodate six (6) seats and two (2) wheelchairs and the maximum vehicle will accommodate twelve (12) seats and two (2) wheelchairs.

## **MOD TRANSPORTATION SERVICE; Operation Service Area and Service Description**

The MOD TRANSPORTATION SERVICE is to provide shared ride on-demand mobility for residents living in a lower population density Glades Region of Palm Beach County, Florida. MOD TRANSPORTATION SERVICE will provide localized mobility for the general public and is 100% ADA accessible.

MOD TRANSPORTATION SERVICE will use Scheduling Software to respond to customer calls via the MOD TRANSPORTATION SERVICE Call Center and to address customer needs,

manage service delivery strategy based on customer and trip needs, book trips, schedule trips, and manage day of service operations through Dispatch functions.

**Note:** Customers who require door-to-door paratransit service, based on eligibility and trip purpose, will continue to be served by PTC.

The focus of trip booking decision-making will be to assign the best-fit service to the customer and trip needs with consideration to achieving increased vehicle utilization, cost-effectiveness, and service quality. MOD TRANSPORTATION SERVICE productivity targets have been set at a minimum of four (4) boarding’s per revenue vehicle service hour. Operational performance will be monitored daily.

**MOD TRANSPORTATION SERVICE AREA**

The MOD TRANSPORTATION SERVICE area consists of the cities of Belle Glade Pahokee and and South Bay and the surrounding region.

**Service Performance Metrics**

It is the goal of the MOD TRANSPORTATION SERVICE to strive to achieve the following metrics:

- 85% on-time performance.
- Productivity of 4.0 trips per service hour.
- Complaint ratio (total received) lower than 6.0 valid complaints per 10,000 completed trips.
- No more than one (1) preventable or at fault accident per 100,000 vehicle miles.
- 0% uncovered runs and 0% late pullouts.
- No more than one (1) road-call per 12,000 vehicle miles.

**Service Hours and Service Span**

MOD TRANSPORTATION SERVICE will operate from:

Days	Times
Monday thru Friday	5:00 AM to 9:00 PM
Saturday	7:00 AM to 9:00 PM
Sunday	8:00 AM to 8:00 PM

**Roles and Responsibilities**

The functional roles and responsibilities of the CONTRACTOR and Palm Tran Connection are enumerated below:

Palm Tran Connection will book, schedule, and dispatch all PTC and MOD TRANSPORTATION SERVICES.

Palm Tran Connection will book MOD TRANSPORTATION SERVICE trips in Scheduling Software (or other software) in a “live” mode in advance of and during the day of service.

CONTRACTOR shall operate MOD TRANSPORTATION SERVICES as scheduled by Palm Tran Connection staff.

CONTRACTOR will maintain all County owned vehicles according to conditions and standards prescribed by the Manufacturer, Palm Beach County and their own approved Corporate Maintenance Plan

CONTRACTOR will provide an operating base for MOD TRANSPORTATION SERVICE operations. This location must have ample space for parking of all vehicles. The Operations location and facility will be approved by Palm Tran Connection. The Operations facility must be located in the Glades Region.

## **SECTION B**

### **Service Standards and Policies**

This section outlines selected service standards and policies for the MOD TRANSPORTATION SERVICES. The CONTRACTOR will comply with all policies and standards prescribed by Palm Tran Connection.

#### **Level of Service**

MOD TRANSPORTATION SERVICE customers are to be assisted when needed and as appropriate and reasonable. Operators shall assist customers onto and off of the vehicles, to and from seats or securement areas, and with the securement of wheelchairs and customer restraint systems. The MOD TRANSPORTATION SERVICE is not intended to be a door-to-door service. Customers who require door-to-door support shall be booked on Palm Tran Connection.

Unless otherwise noted MOD will adhere to the policies outlined in the Palm Tran Connection Riders Guide.

#### **Accidents and Incidents**

CONTRACTOR shall work in conjunction with Palm Tran Connection staff to ensure the safety of customers. In addition to training and planning efforts, the proper response to each incident/accident is of critical importance to customer safety. Accidents or incidents which require the above responses include:

All road calls, accidents and incidents which disrupt service or involve a MOD TRANSPORTATION SERVICE vehicle.

Any accident or incident that involves an injury to a customer, pedestrian or driver.

In such instances and at a minimum, the CONTRACTOR shall immediately inform MOD TRANSPORTATION SERVICE dispatch, of any and all incidents and/or accidents in which they are involved. The CONTRACTOR is required to provide MOD TRANSPORTATION SERVICE with a detailed written incident report, within twenty-four (24) hours of the occurrence, of any incident and/or accident.

Safety-sensitive employees shall be required to undergo a drug and alcohol test according to the CONTRACTOR's approved FTA drug and alcohol policy.

At the request of Palm Tran Connection staff, CONTRACTOR shall make any employee involved in an accident or incident available for questioning. Additionally, a CONTRACTOR's employee may be required to act as a witness for MOD TRANSPORTATION SERVICE in any litigation that may result from or rise out of any act or omission of the CONTRACTOR.

Depending on the severity of the accident or incident, MOD TRANSPORTATION SERVICE may, at its sole discretion, require the CONTRACTOR to remove the driver from service while the investigation is being conducted.

Palm Tran Connection reserves the right to modify these procedures.

### **Medical Emergencies**

In the event of a medical emergency, the driver shall immediately pull the vehicle out of traffic and notify dispatch of the emergency. The driver shall provide any assistance reasonably required and as required by the CONTRACTORS approved training. The driver shall stay with the customer until emergency assistance arrives.

### **Unsafe Conditions, Inclement Weather and State of Emergency**

CONTRACTOR shall advise MOD TRANSPORTATION SERVICE as to the unsafe condition of local roads within the Service Area. In such events, CONTRACTOR is responsible for contacting dispatch.

In the event that weather conditions or natural disasters make fulfillment of the terms and conditions of this Contract unsafe or impossible and hazardous conditions prevail, Mr. Clinton B. Forbes or his designee shall be empowered to temporarily suspend services by telephone authorization to the CONTRACTOR.

In this event or the declaration of a State of Emergency for any reason, Palm Tran Connection will advise CONTRACTOR of the suspension of services, and endeavor to contact customers by public service announcements on local radio stations.

CONTRACTOR shall also make all reasonable attempts to ensure the safety and security of the customer, if travel is deemed to be unsafe.

If such hazardous conditions (which significantly impact the safe operation of vehicles at normal operating speeds) are present, service standards below may be relaxed.

### **Service Interruptions, Suspensions and Emergency Stand-By Service**

CONTRACTOR shall suspend, with the written approval of Palm Tran Connection, all or a portion of services, when said performance is made impossible by inclement weather, hurricane, tropical storm, earthquake, fire, flood, cloudburst, cyclone, or other natural phenomenon of a severe and unusual nature; act of a public enemy; epidemic; quarantine

restriction; embargo, or any other foreseeable cause beyond the control and without the fault of the CONTRACTOR.

CONTRACTOR shall immediately inform Palm Tran Connection, in writing and by telephone, of such suspension and the same shall be subject to the written approval of Palm Tran Connection, which approval shall not be unreasonably withheld. The CONTRACTOR shall not be compensated for time that is suspended.

In the event of a declared public emergency or disaster situation, the CONTRACTOR shall be called upon to provide evacuation services to the residents and visitors of Palm Beach County. In the event of the provision of services during a declared emergency, the CONTRACTOR shall be compensated at their current rate.

### **Emergency Preparation, Response, and Evacuation**

CONTRACTOR shall develop a System Safety Program Plan (SSPP) consistent with the Palm Beach County Comprehensive Emergency Management Plan (CEMP) and procedures and provide FEMA compliant training programs to address all types of emergency situations, including accidents, crime/security incidents, and inclement weather.

SSPP plan shall be submitted to Palm Tran Connection for review and approval.

CONTRACTOR shall provide to Palm Tran Connection the proposed safe storage location of the vehicles in the event of a weather emergency if the facility is deemed inappropriate or unsafe for the MOD TRANSPORTATION SERVICE vehicles.

### **Complaint/Commendation Policies**

Customers can submit complaints or commendations by phone or in writing. The customer will be directed to register complaints directly with Palm Tran Connections Customer Concerns Department. The CONTRACTOR is not to directly accept customer complaints. The CONTRACTOR will inform the customer to contact Palm Tran Connections Customer Concerns Department directly. The CONTRACTOR will treat all customer concerns related to its performance as complaints.

All customer complaints/compliments received by MOD TRANSPORTATION SERVICE staff will be documented in the COMPLAINT module of Trapeze (COM).

Complaints shall be documented by type, investigated by the CONTRACTOR to include phone interviews if applicable. Appropriate corrective action taken must be taken promptly by the CONTRACTOR. The CONTRACTOR will only receive complaints related to their performance under this Contract.

CONTRACTOR shall utilize Trapeze COM to properly respond to the complaints associated with the MOD TRANSPORTATION SERVICE program. The CONTRACTOR shall respond to all complaints within two (2) business days of receipt of said complaint.

The written response should detail the follow-up actions that took place to investigate the complaint, the findings and any additional actions that will take place.

## **Computer, Hardware and Software**

CONTRACTOR shall supply an adequate number of personal computers and printers for use at their base of operations in order to meet the obligations of the Contract.

CONTRACTOR shall supply a high-speed internet connection for access to the COUNTY's Enterprise Network.

CONTRACTOR shall supply all business software and antivirus protection for their computer equipment.

Palm Tran Connection will be responsible for providing the software necessary for the CONTRACTOR to remotely access the Paratransit Scheduling Software.

Palm Tran Connection will provide technical assistance in accessing the Paratransit Scheduling Software.

## **Required Reporting**

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

Ridership Report: Each driver shall maintain a daily manual count of ridership.

National Transit Database (NTD) report: A template will be provided and the completed report will be due by the 15th of each month for the prior month's data.

Mileage Report: Monthly revenue miles and revenue hours and total revenue miles and hours.

A report of all Small Business Enterprise (SBE) payments will be submitted with all invoices for payment. This report shall include: the date/week of service, date payment was made to the CONTRACTOR, invoice number, amount paid to the CONTRACTOR, CONTRACTOR's cumulative revenue, and for each SBE: date of payment and amount of payment. Report must also show the cumulative payments to SBE contractors and the weekly and cumulative percentages of participation. This information will be required in order to process invoices.

Monthly maintenance and fuel/oil consumption report (to include all accidents, incidents and road calls).

A driver roster or Safety Sensitive List of all current drivers shall be reported to Palm Tran Connection on Friday for each and every week. Each roster shall indicate driver's name, address, date of birth, driver's license number, and expiration date, date of hire, training dates, last drug & alcohol test date, and Motor Vehicle Record (MVR) review date. New employees shall be highlighted.

Insurance certificates must be on file no less than ten (10) business days prior to expiration of the current policy with the approved endorsements.

The assistance may include, but not be limited to: providing records, receipts, reports, etc., answering questions from Palm Tran Connection staff, completing report forms, etc.

All monthly reports are due by the 20th day of the month, unless otherwise noted.

All records, documents, reports, etc. created or received by the CONTRACTOR during the performance of this Contract shall be maintained at the CONTRACTOR's Palm Beach County facility, where possible, during the term of the Contract and within Palm Beach County, where possible, for five (5) years thereafter, unless otherwise provided herein.

### **Required Meetings and Other Responsibilities**

At the direction of Palm Tran Connection, CONTRACTOR may be given additional responsibilities, which shall include but not be limited to the following:

Attend regularly scheduled meetings between Palm Tran Connection and CONTRACTOR, as required by Palm Tran Connection. It is expected Senior Managers and/or Ownership will be asked to attend meetings with Palm Tran Connection staff and others.

Distribute notices, flyers, brochures, surveys and other authorized documents to customers on board the MOD TRANSPORTATION SERVICE vehicles.

Operate additional evening/night or Sunday service as may be requested by Palm Tran Connection with a minimum of forty-eight (48) hours' notice which includes any unforeseen spikes in ridership or special events.

Maintain certification and training for FEMA IS-00100.b (Introduction to the Incident Command System).

### **Publicity, Public Communication and Community Outreach**

CONTRACTOR shall not engage in any publicity regarding Palm Tran Connection and MOD TRANSPORTATION SERVICE without prior written approval of Palm Tran Connection, and shall not communicate with the print, television, radio or electronic media without the prior, express written approval of Palm Tran Connection. All inquiries from the press, local, state and federal agencies, or by public interest or private for profit or non-profit interest groups directed to the CONTRACTOR shall be redirected to Palm Tran Connection.

CONTRACTOR agrees to participate with Palm Tran Connection in all efforts related to publicizing the services. Said efforts may consist of, but not be limited to, press events, advertisement in neighborhood or regional papers and distribution of informational brochures or notices and attendance at meetings, functions etc., and may occur during normal business hours, on weekdays after normal business hours, or on weekends.

## **SECTION C**

## **Personnel**

CONTRACTOR shall provide an organization and personnel plan identifying staffing levels for each function. The plan shall detail job descriptions, full time and part time designation shifts, days of assignment, and projected annual hours. As conditions change during the life of the Contract, the CONTRACTOR shall be required to develop revisions to this plan to ensure the delivery of quality transit service. Required positions include Operations Manager, Mechanic, Road Supervisor, Window Dispatcher and Driver.

## **Screening and Selection**

CONTRACTOR agrees that personnel assigned to provide services pursuant to the Contract shall be considered employees of the CONTRACTOR only, and not employees or agents of Palm Tran Connection and/or Palm Beach County. The CONTRACTOR shall serve as the sole contact with Palm Tran Connection and shall be fully responsible for all of the employees' performance.

**The following shall be addressed in the screening and selection program:**

- Review of driving ability for all employees operating transit vehicles
- References of past employment
- Requirement of operators to pass a physical and maintain certification as per FAC Chapter 14-90
- Requirement of drug and alcohol testing for all employees
- National Background Checks

Any former Palm Tran Connection employee whose employment was terminated for cause shall not be considered for a position.

CONTRACTOR shall be solely responsible for the provision and satisfactory work performance of all employees as described by this Scope of Work. The CONTRACTOR shall be solely responsible for payment of all employee and/or Subcontractor wages and benefits. The CONTRACTOR shall comply with the requirements of employee liability, worker's compensation, employment insurance, social security, drug and alcohol testing and all other applicable local, state and federal laws. Palm Tran Connection shall have the right to demand removal from the Contract, for reasonable cause, any personnel furnished by the CONTRACTOR.

The phone number of the CONTRACTOR's Operations Manager shall be made available to Palm Tran Connection so that, in the event of an after-hours emergency, the Operations Manager can be contacted on a twenty-four (24)-hour basis.

## **Professionalism**

CONTRACTOR staff and operators shall maintain a pleasant, courteous, professional demeanor. Rudeness or unprofessional behavior shall be considered unacceptable. If a CONTRACTOR or Subcontractor employee is not serving customers appropriately, the CONTRACTOR is expected to correct the situation, and provide remedial solutions to Palm Tran Connection per the CONTRACTOR's approved personnel plan. If unprofessional conduct continues, Palm Tran Connection may require that the employee be removed from direct

service to customers. All CONTRACTOR employees shall undergo National Criminal background checks. The CONTRACTOR shall maintain currency of all personnel certifications for compliance.

Uniforms will be proposed by the CONTRACTOR and approved by Palm Tran Connection.

### **Management and Staffing Requirements**

CONTRACTOR shall provide the necessary management and administrative personnel whose expertise shall ensure efficient operation of the MOD TRANSPORTATION SERVICE. The CONTRACTOR shall ensure that staffing levels meet or exceed the demand for service. This includes administrative staff as well as vehicle operators and maintenance teams and include:

- One dedicated Operations Manager,
- One dedicated window dispatcher,
- One dedicated road supervisor,
- One dedicated utility worker,
- One dedicated mechanic at 3301 Electronics Way (working Saturdays and Sundays).

### **Minimum Qualifications and Responsibilities**

All key personnel, with the exception of the Mobilization Manager, must be: full-time employees of the CONTRACTOR; able to speak, write, and understand English fluently; and 100% dedicated to this program. It is strongly recommended that key personnel be stationed within Palm Beach County in order to feasibly and efficiently respond to needs arising under this Contract.

All key personnel must be available via cell phone during all hours of service. CONTRACTOR may not remove or substitute key personnel for the project without prior approval from the MOD TRANSPORTATION SYSTEM management. Prior approval will not be given until (1) a replacement with the minimum qualifications is found; and (2) the replacement interviews with Palm Tran Connection staff and is found satisfactory.

A description of the minimum qualifications and responsibilities of each key personnel is presented below.

#### **Operations Manager**

Operations Manager must have a minimum of three (3) years or equivalent experience within the past five (5) calendar years as an Operations Manager of an ADA Paratransit and/or MOD TRANSPORTATION SERVICE operation serving a comparable sized paratransit operation.

Operations Manager will provide the oversight of the daily tasks associated with implementing safe, timely, and courteous service. This position is responsible for the supervision of transportation operations. Duties of the Operations Manager shall include the following:

Ensure that MOD TRANSPORTATION SERVICES are provided in a safe, reliable and timely manner.

Schedule and assign drivers and back-ups to ensure that all runs are covered and service operates according to established schedules and manifests.

Provide oversight of the window dispatch and road supervision functions.

Review daily driver reports to ensure accuracy and resolution of any problems occurring during each day's operations.

Checks and approves all driver time sheets and coordinates with administrative/financial clerk to ensure payroll accuracy.

Maintain operating data to document and support operations.

Initiate an incident report when policy, procedure, or service standard violations occur.

### **Road Supervisors**

CONTRACTOR will have one (1) Road Supervisor on duty at all operating times of the service in the Glades area. Supervisors shall respond to emergencies and break-downs and to periodically observe the drivers in the performance of their duties. Road supervisor vehicles will be supplied by the CONTRACTOR.

Vehicle should be clearly identified as a "Safety Supervisor" with the appropriate warning lighting and necessary supplies and equipment to respond to emergency situations as needed.

Road supervisors shall meet the same minimum qualifications as drivers but also have at least one (1) year experience providing road supervisor functions or three (3) years in the field of paratransit

Road Supervisor primary function is to be in the field working with the drivers and customers.

Road Supervisor shall be deployed in a manner consistent with the system demand and the CONTRACTOR's operating plan, and shall be equipped with the appropriate communications and safety equipment, and assigned to a designated Support Vehicle suitable for response to emergencies, in-service problems, accidents and other events.

Road Supervisor must have the ability to interact with our customers and possess excellent written and oral communication skills, superior problem solving skills, in addition to thorough knowledge of CONTRACTOR's contractual obligations as well as knowledge of the paratransit industry.

### **Window Dispatchers**

Window dispatcher supervises all pull-out and pull-in activities.

Window dispatcher shall meet the same minimum qualifications as road supervisors, but also have at least one (1) year experience providing road supervisor functions.

The responsibilities of this position focus on, but are not limited to, ensuring that there is a sufficient number of vehicles to match runs at their respective pull-out times; that there are a sufficient number of drivers for each route at pull-out; driver assignment to runs and vehicles, and making re-assignments as needed; communicating with the radio dispatchers and the maintenance staff as needed; responding to driver questions about daily assignments; ensuring that pre-route and post-route inspections have been completed; and checking-in drivers after their daily assignments. Window dispatchers will, daily, also coordinate accidents, incidents and breakdowns with Palm Tran Connection dispatch and provide support on behalf of the CONTRACTOR. They will also provide directions to drivers as needed.

### **Provision of Maintenance Staff**

CONTRACTOR will recruit, train, manage and maintain the MOD TRANSPORTATION SERVICE vehicles. The CONTRACTOR is to ensure that all related repairs and periodic maintenance is performed in a timely fashion and that the required minimum number of vehicles by type are available for each service day.

### **Minimum Requirements for Mechanics**

Lead mechanic applicants hired must have a minimum of five (5) years of experience maintaining the types of vehicles used in MOD TRANSPORTATION SERVICE. Supporting mechanics must have a minimum of one (1) year experience. All mechanics shall have a valid Automotive Service Excellence (ASE) certificate for the specialty they are performing. In the event work is performed by a non-ASE certified technician, all such work shall be performed under the direct supervision and control of an ASE Certified supervisor, who shall approve the work and document such approval before the vehicle is placed into service. Evidence of required ASE certifications and approvals by ASE Certified supervisors shall be made available immediately upon request.

Maintenance personnel shall maintain all revenue vehicles in accordance with the requirements of the Scope of Work. Maintenance personnel shall maintain all wheelchair lifts, ramps, and securement systems in accordance with the recommendations of the respective manufacturer. Vehicles without properly functioning wheelchair lifts or ramps, when the vehicle is equipped with same, shall immediately be removed from service until repaired. Maintenance personnel shall maintain all service vehicles in good overall operating condition. Maintenance personnel will perform both regular and preventive maintenance on vehicles and shall maintain adequate records to enable Palm Tran Connection to verify that a preventive maintenance (PM) schedule is being adhered to by the CONTRACTOR. All vehicles must be maintained according to standards set below. The CONTRACTOR shall be required to clean vehicles in accordance with the requirements of the Scope of Work.

## **SECTION D**

### **Driver and Route Scheduling**

CONTRACTOR is expected to have an extra board of drivers adequate to assure all routes are covered; including routes effected by breakdowns, accidents or drivers who cannot complete the shift as scheduled, for any reason.

## **Driver Qualifications**

Prior to performing under this Contract, CONTRACTOR must ensure that all drivers utilized on this project/contract meet all of the following requirements:

**Note: Mirror files of each employee providing service under this Contract must be forwarded to Palm Tran Connection for review prior to being approved for testing.**

The driver must have held a valid Driver's License from any U.S. State or U.S. Territory for the last three (3) years.

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. Understanding and compliance will be the responsibility of the CONTRACTOR.

The driver must not have been convicted of a serious traffic violation such as driving under the influence of alcohol or drugs, leaving the scene of an accident, using a vehicle in the commission of a felony, reckless driving and/or reckless endangerment within the last five (5) years.

Each driver must undergo a commercial and personal driving record check with the Florida Department of Highway Safety and Motor Vehicles (MVR) and/or from a previous State if in Florida less than five (5) years. MVR are to be rechecked every six (6) months.

The driver must not have accumulated more than five (5) points within the previous twelve (12) months or during any twelve (12) month period in this Contract.

The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.

All drivers must be able to speak and understand English, and drivers must be proficient in writing English to successfully complete all paperwork required for this Contract, including, but not limited to, vehicle manifests and incident and accident reports.

Drivers of vehicles must pass a Florida Department of Transportation physical in accordance with Section 14-90.0041, FAC.

Drivers and all other employees performing safety-sensitive function(s) shall satisfy the requirements of the CONTRACTOR's Drug and Alcohol Testing Program, which shall be administered in accordance with the requirements of 49 C.F.R., Parts 40 and 655, as they may be amended or superseded from time to time.

Drivers must be physically able to perform all duties and tasks required or as necessary to achieve full performance of the CONTRACTOR's obligations:

- Assisting customers in getting on and off the vehicles.
- Securing mobility devices within the paratransit vehicle.
- Assisting customers with the carrying of small packages.

## **Driver Duties**

Driver duties and responsibilities include the following:

Drivers must complete a pre-trip inspection on the vehicle prior to pull-out and noting any defects and signing the pre-trip inspection form. Equipment malfunctions include, but are not limited to, the following inoperable wheelchair lifts, inoperable MDT units, inoperable heating or cooling equipment, cracked mirrors or windshields. The CONTRACTOR shall provide drivers with a checklist for the drivers to use in the daily, pre- trip inspection. The checklist shall be provided to the window dispatch prior to pullout. Determination to "pull" a vehicle off the road is the responsibility of the CONTRACTOR's window dispatch staff.

Drivers shall activate and log-on to their MDT Unit upon pullout. Drivers are required to process customer and trip information, including time and mileage of all vehicle pullouts and pull-ins and all customer pickups and drop-offs, using the MDT.

Drivers shall be required to fulfill the daily vehicle manifest (MDT), carrying out each pick-up, drop-off and other stops in the sequence given, unless otherwise directed by dispatch. Under no circumstances is the driver permitted to change, modify, or fail to complete the manifest/schedule without authorization of dispatch. Drivers providing service under this Contract may suggest dispatching an alternative to the pickup and drop- off order of trips in order to improve customer comfort or service efficiency. However, prior approval from Dispatch is required prior to making any such adjustments. Unauthorized deviation from the schedule sequence or falsification of information (written or oral) by the driver is sufficient grounds to remove the driver from service. Unauthorized deviation from the schedule includes, but is not limited to, running errands and/or side trips for the customer that have not been scheduled.

All drivers, including trainees, must wear a uniform consisting of a color coordinated shirt and slacks (no jeans allowed) which designates them as an employee of the CONTRACTOR. Jackets and caps, as dictated by climate, must comply with uniform standards. NOTE: Palm Tran Connection reserves the right of approval on all proposed uniforms. Shoes shall be black and serviceable having flat, non-skid soles. No high heels, tennis shoes or open sandals are allowed. Tee shirts, tank tops, and jeans and shorts are prohibited. No driver shall wear or display any insignia, patch or emblem other than those supplied by the CONTRACTOR and approved by Palm Tran Connection. The CONTRACTOR shall ensure that its drivers adhere to the dress code and take appropriate corrective action if the driver(s) fail to comply with the dress code. Each driver shall wear a Photo ID badge, supplied by Palm Tran Connection, to be worn on the shirt, blouse or jacket in a manner visible to customers. The badge will state the CONTRACTOR's name and the driver's name and the word " Go Glades." All drivers are provided with such a badge after successful completion of the driver test. The badge is to be worn on the upper left side of their uniform hanging from their collar. Drivers shall adhere to speed limits and parking restrictions. Complaints of reckless driving, excessive speeds, and/or illegal parking shall be reported to Palm Tran Connection. The CONTRACTOR shall provide a written response to the complaints. The response will detail the findings and corrective action(s) taken to preclude future occurrences. If a pattern persists, then corrective action such as suspension of the driver or removal of the driver from the program shall be considered.

Drivers shall use interior lighting of the vehicle at night (or when conditions dictate) to provide for a safe customer egress from the vehicle. Drivers shall not drop off customers into the path of traffic.

Drivers shall not leave a customer at any location that would compromise the safety of the customer or others.

Drivers shall operate heating and air conditioning systems to provide for the comfort of customers. At a minimum, air conditioning units should be operational at all times. Drivers shall immediately report all such failures at the end of the shift, or immediately to dispatch if it is safety related.

Drivers shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other device. Drivers shall assist customers using adaptive devices in entering and exiting the lift platform and the vehicle. Drivers shall also assist ambulatory customers who request to use the lift to enter and exit the vehicle.

Prior to departing a pick-up location, drivers are required to ensure that all customers are wearing seatbelts and shoulder harnesses and that all mobility devices are properly secured. If requested by the customer, drivers will assist with securing seatbelts. Drivers are required to wear their seatbelts and follow all traffic laws. Drivers are required to properly secure (lock-down or tie-down) all wheelchairs, mobility devices in addition to properly using the seatbelts specifically designed for the passengers utilizing a mobility device.

Drivers will help secure infant seats, strollers, and any other equipment brought onboard by customers that many need to be secured during transportation. Drivers are required to request, but they are not permitted to insist, that customers who use scooters and who are able, transfer to a seat rather than ride on the scooter. If the customer does not transfer, the driver must make every effort to properly secure the scooter.

Drivers shall not smoke in the vehicle at any time or operate any type of audio device (e.g., handheld game device, iPod or MP3 player, radio, tablet or iPad, or any television set, etc.) while transporting customers to their destinations. Use of cell phones while the vehicles are in operation is strictly prohibited unless for an emergency. Drivers are prohibited from eating or drinking while a customer is on board the vehicle.

Drivers shall observe and require customers to observe rules of carriage to include: no smoking, no drinking of alcoholic beverages, no standing while the vehicle is in motion, no customer will be put a wheelchair in motion, occupied or unoccupied, while the vehicle is moving, no customers other than the driver will be allowed to operate the vehicle or the vehicle's push-to-talk communication system, lift or ramp device, and no customer will be allowed to operate an audio device (e.g., handheld game device, iPod or MP3 player, radio, tablet or iPad, or any television set, etc.) that can be heard by other customers. The driver shall, at the earliest safest moment, report any incidents to dispatch.

If the customer requires assistance of a Personal Care Assistant (PCA), it is the customer's responsibility to either have a PCA travel with him/her or arrange to have someone other than the driver assist him/her at the origin/destination. Palm Tran Connection cannot and will not assume custodial responsibility for customers. Drivers are not required to provide personal

care services to any customer who cannot travel unattended. In the event that a customer needs but does not have a PCA with him/her, the driver shall immediately notify dispatch for instruction.

Drivers are to provide customers appropriate assistance in boarding and disembarking vehicles, including using the wheelchair lifts and ramps. Drivers should also assist with mobility aid securement and with customer restraint systems as appropriate.

When drivers encounter non-serviceable locations, they are required to inform the customer and use the nearest serviceable location. If the customer refuses to exit the vehicle at the disputed location, the driver shall contact dispatch for further instructions.

Drivers are expected to reasonably assist customers with small packages when the customer boards and disembarks the vehicle. While on board the vehicle, packages must be stored in a location that does not interfere with safety features, clear path of travel within the vehicle, or securement of other customers.

Drivers shall keep confidential any information that the drivers may have about the medical or other condition of the customer except as needed to perform the work related to his/her position. The drivers can report medical information to authorized medical assistance personnel at the scene of an accident or medical emergency.

Drivers are prohibited from soliciting, encouraging, or accepting payment of a tip, gratuity, additional payment or any gifts or service from any customer at any time. Engaging in such conduct is grounds for immediate removal from service.

Drivers shall be professional and courteous at all times. In the event of an abusive customer, drivers shall at all times comport themselves as they have been trained to do in the sensitivity training provided. Drivers, who yell, swear or insult customers shall be removed from the performance of services under this Contract.

Drivers are to inform dispatch if they are going to be late as defined in the Definitions section of this agreement.

Drivers are required to notify their dispatcher of any incident involving the safety of a customer, the misconduct of a customer, the injury of a customer, damage to a vehicle or any other unusual incident immediately. Verbal notification, via the two-way communication system must take place immediately, followed by a written report, whose format will be determined by Palm Tran Connection, within twenty-four (24) hours. In the event that any customer engages in any illegal act or in a manner that is unsafe to the customer to any other customer and/or strikes or otherwise abuses the driver or any other customer, the driver shall, at the earliest safe moment, report the incident to dispatch for instruction. In the event of a medical emergency, the driver shall immediately pull the vehicle out of traffic and notify dispatch of the emergency. The driver shall provide any assistance reasonably required and as required by approved training. The driver shall stay with the customer until emergency assistance arrives.

Drivers must report any mechanical defects that impact the safety of the operation or health/welfare of the customer, including non-working air conditioning immediately.

Drivers are prohibited from taking customers to any address other than that specified on the manifest schedule. If the customer insists on a different address, the driver must contact dispatch and obtain authorization before deviating from the address listed on the manifest/MDT.

Drivers are restricted from having social contact with any customer during the performance of services under this Contract and are strongly discouraged from having contact with customers at any other time.

Drivers are prohibited from distributing any materials to customers, which has not been pre-approved, in writing, by Palm Tran Connection.

When drivers leave the CONTRACTOR's employment, the CONTRACTOR is required to collect and return the Photo I.D. badges in the driver's personnel file, for the duration of the Contract.

CONTRACTOR must ensure that each driver's work hours do not exceed legal standards.

### **Driver Training**

Prior to transporting customers, drivers shall successfully complete all training requirements specified herein, as they may be amended from time to time, and undergo a test given by Palm Tran Connection under which they shall be required to demonstrate their competency, at a level deemed acceptable by Palm Tran Connection, of all the training they have received. No employee will be permitted to take the Palm Tran Connection administered test more than twice annually. Upon successful completion of Palm Tran Connection administered test, the driver will be issued a MOD TRANSPORTATION SERVICE ID Badge. The CONTRACTOR shall train and certify all drivers before being tested by Palm Tran Connection. Only after successful completion of the written and vocational test will issue a driver a photo ID badge from Palm Tran Connection. All drivers shall be retested annually.

The competency test is administered as needed. It is administered at the CONTRACTOR'S administrative offices. The time needed for the test, per individual, is determined by the abilities/knowledge of the individual and the number of individuals concurrently testing. It is recommended CONTRACTOR allow for two (2) hours for testing. Testing times and locations will be coordinated through the COUNTY's representative/liaison. The COUNTY reserves the right to review, monitor and approve the CONTRACTOR's Training Programs.

All new drivers must be trained by the CONTRACTOR, for a minimum of one hundred twenty (120) hours. A driver may not receive less than one hundred twenty (120) hours of training without a written waiver from Palm Tran Connection.

Drivers shall be trained to be proficient in the following areas:

- Know, understand, follow and implement MOD TRANSPORTATION SERVICE policies and procedures that are provided to them.
- Know, understand, and follow operating procedures for the MOD TRANSPORTATION SERVICE according to MOD TRANSPORTATION SERVICE operating plan as described in Scope of Work and other materials as may be provided by Palm Tran Connection.

- Know, understand, follow and implement disability recognition and sensitivity.
- Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training - to include customer assistance techniques for customers with: wheelchairs (including 4-point wheelchair tie down procedures), walkers, canes, crutches, speech impairments, vision impairments (including sighted guide techniques), hearing impairments, mental/cognitive impairments, Alzheimer's Disease, seizure disorders, and a basic explanation of dialysis treatment and its effect on the customer's stamina during transport.
- Know and understand proper procedures for blood borne pathogens.
- Ensure sensitivity to and safe transport of customers with disabilities, including the securement and storage of mobility devices.
- Basic professional courtesy, customer service and the elimination of attitudinal barriers.
- Basic professional courtesy, customer service and the elimination of attitudinal barriers including conflict resolution and stress management.
- Transporting Service Animals.

## **Emergency Evacuation Procedures**

CONTRACTOR shall know the following:

Defensive Driving Skills, per National Safety Council standards, or an equivalent program.

Know and understand local geography - local geography training must include locations of public and private agencies, points of interest, and other locations to which Palm Tran Connection customers are likely to travel.

Driver's must know how to read a map. The standard map which will be used is the Palm Beach County Road Atlas (updated annually). This is also the map which will be used during driver testing. It is the CONTRACTOR's responsibility to supply these map books.

The proper handling of assigned vehicles.

The use of the push-to-talk communication system and MDT communication system. Any replacement units needed due to CONTRACTOR negligence are the responsibility of the CONTRACTOR.

- The understanding of and use of the manifest.
- The use of child safety seats.
- The use of all safety equipment onboard the vehicle.
- Steps to take in the event of an accident, incident, breakdown, or emergency conditions.
- Explanation of inappropriate customer interaction and restrictions on contact with customers.

## **DRUG and ALCOHOL TESTING REQUIREMENTS**

CONTRACTOR shall be subject to and shall comply with the requirements of Title 49 CFR Parts 40 and 655. This program shall include all personnel providing safety sensitive functions.

CONTRACTOR must maintain, at all times, an FTA-compliant Drug and Alcohol policy.

Palm Tran Connection will handle random drug and alcohol tests, completing the end of the year MIS report for the FTA, insuring collections sites and that Substance Abuse Professionals are qualified.

Drug and alcohol testing of safety sensitive personnel shall include, but not be limited to: pre-employment (Drug Only); random; reasonable suspicion; post-accident; and follow-up testing.

Safety sensitive personnel will be subject to random selection by Palm Tran Connection's Drug and Alcohol Coordinator to take drug and alcohol tests in accordance with the requirements set forth in the CONTRACTOR's, or sub-CONTRACTORs', drug and alcohol testing program (These programs must, at minimum, meet the Federal Standard.)

All drug and alcohol testing costs shall be borne by the CONTRACTOR. CONTRACTOR is required to use Palm Tran Connection's Drug and Alcohol CONTRACTOR.

### **Personnel Records**

CONTRACTOR must maintain during the term of the Contract and for no less than five (5) years thereafter, a file for all personnel in the program, which must include the following:

- Copy of the signed, dated and completed employment application for employees, enrollment forms for independent drivers, with the completed drug and alcohol questionnaire.
- Copy of the employee's valid Florida driver's license, with the driver's permanent address.
- Copy of the compliant MVR and Level 2 background screening run prior to the employee's hiring.
- E-verify documentation.
- Copies of all certificates for all training which the employee has successfully completed. This includes drug and alcohol training.
- Copy of the drivers' I-9 form or INS card, as applicable, indicating his/her right to work in the U.S.
- Verification statement that the driver's Social Security Card has been checked.
- Copy of the employee's physical examination form.
- All required drug and alcohol screening results, up to and including a negative driver FTA drug test before being placed into service.
- File should also include all verifiable complaints and compliments and any written reprimands and/or commendations from the CONTRACTOR regarding the driver's performance on the MOD TRANSPORTATION SYSTEM's project.
- Files must be maintained for current and former employees and independent CONTRACTORs for a period of five (5) years.

## **SECTION E**

## **VEHICLES AND VEHICLE MAINTENANCE**

### **General Requirements**

CONTRACTOR shall be responsible for the vehicle maintenance of all revenue vehicles. All maintenance must comply with Section 14-90.004 of the Florida Administrative Code.

CONTRACTOR shall maintain all revenue vehicles in accordance with the requirements and shall maintain all accessibility and onboard equipment including wheelchair lifts, ramps, securement systems, MDT and video equipment in accordance with the recommendations of the respective manufacturer. Vehicles without properly functioning wheelchair lifts or ramps, when the vehicle is equipped with same, shall immediately be removed from service until repaired and re-inspected prior to being returned to service.

CONTRACTOR shall perform both regular and preventive maintenance on revenue vehicles and maintain all revenue vehicles in excellent overall operating condition. All vehicles must be maintained according to standards set below. Recapped tires are not permissible under this Contract.

CONTRACTOR shall maintain adequate records to enable Palm Tran Connection to verify that a preventive maintenance (PM) schedule is being adhered to by the CONTRACTOR.

CONTRACTOR shall recruit, train, manage, and maintain a vehicle maintenance staff sufficient in size to ensure that all related duties are performed in a timely fashion and that a sufficient number of vehicles are ready and in safe working order to cover all scheduled runs assigned to the CONTRACTOR.

### **Maintenance Facility**

CONTRACTOR shall be responsible for safeguarding all property and equipment located at the operations facility. The facility will be equipped with a back-up generator capable of running adequate lights, computer room, climate control system, telephone system, and computer systems.

CONTRACTOR will provide vehicle lifts and all other required maintenance equipment.

CONTRACTOR shall be responsible for disposal of any hazardous waste and regulated waste generated by its operation in compliance with all US Department of Environmental Protection (EPA), State of Florida, and other applicable regulations.

CONTRACTOR shall comply with all applicable storm water runoff regulations and requirements.

CONTRACTOR shall ensure that all parts of the facility are maintained and cleaned on a regular basis to ensure a safe, professional, hygienic, and attractive working environment which is in compliance with all federal, state, and local regulations. Janitorial service shall be the responsibility of the CONTRACTOR for all office, administrative, restroom and public areas.

Fuel and On-Site Fueling Capability - CONTRACTOR will arrange for on-site fueling or fueling at a nearby fueling station.

- CONTRACTOR must utilize a facility or facilities, which meet(s) the following conditions:
- CONTRACTOR's facility must be located within the Glades Region service area in Palm Beach County.
- Facility shall include security cameras fenced.
- CONTRACTOR's facilities must be suitable for conducting all functions to be performed in conjunction with the Contract.
- CONTRACTOR's facilities must be fully accessible to persons with disabilities.
- CONTRACTOR's facilities must have lighted, secured parking for all vehicles and employees.

## **SECTION F**

### **FLEET AND VEHICLE MAINTENANCE REQUIREMENTS**

#### **Vehicle Fleet**

All vehicles will be cutaway vehicles with the following equipment reinstalled:

- Q'Straint QRTMAX Securement system
- ADA compliant lift with a eight hundred (800) pound capacity or greater
- Backing up monitor/alert system
- "Mentor Ranger" in vehicle MDT unit
- Two (2)-Posey Belts
- Two (2)-Seat belt extensions

CONTRACTOR is responsible for first aid kits, spill kits, fire extinguishers, and other vehicle based supplies. Palm Tran Connection will evaluate vehicle makes and models when replacing older vehicles.

County owned vehicles: CONTRACTOR shall be responsible for the switching out malfunctioning units with spare units and shipping malfunctioning units to the manufacturer for repair. The CONTRACTOR shall be responsible for any loss or damage to the MDT equipment, and communications systems equipment beyond what is covered in the manufacturer's warranty. CONTRACTOR shall be responsible for returning the equipment to Palm Tran Connection in good operating condition, less normal wear and tear, at the termination of the Contract.

Standeers are only allowed if the vehicle is equipped to handle.

#### **Driver Communications**

COUNTY will utilize a Push-to-Talk (PTT) communication system through AT&T for all dispatch-to-driver communication functions. The COUNTY will provide and pay for the service plans for all communications devices for drivers, window dispatchers and Road Supervisors. These plans will be limited to PTT functionality only. CONTRACTOR shall be required to purchase any ancillary equipment which may include, but is not limited to, chargers, ear buds and holster/belt clip.

#### **Vehicle Files**

The CONTRACTOR shall maintain an updated copy of its approved and compliant System Safety Program Plan (SSPP) for the term of the Contract. The CONTRACTOR shall also maintain a file for each vehicle in revenue service. This file must include the following information:

- A copy of the vehicle's valid registration.
- A copy of any maintenance report including all scheduled and ad-hoc repairs (pre-trip, preventative or annual inspections must also be in the vehicle file) performed on the vehicle. Maintenance reports must be kept in the CONTRACTOR provided MIS system.

The MIS system provided must meet or exceed the standards of the Preventative Maintenance Standards Manual.

- Any accident or injury reports involving the vehicle. The CONTRACTOR shall keep copies of all accident/incident reports as well as any correspondence or documentation which results from them.
- CONTRACTOR shall keep all insurance certificates current and on file at all times. Additionally, the CONTRACTOR shall provide current copies of all insurance certificates to Palm Tran Connection as they are received from their insurance provider, but no less than ten (10) days prior to the policy expiration.

### **Pre-Trip Inspections**

Pre-Trip inspections are required to be performed according to Section 14-90.006 Florida Administrative Code. This pre-trip inspection shall include a visual inspection of the vehicle's interior and exterior. This will ensure that all the requirements outlined in the Florida Statute and the CONTRACTOR's Policy are checked. This check must include, at minimum: cycling of the wheelchair lift, and checking of all fluids, including fuel, oil, brake fluid, etc.

CONTRACTOR shall ensure that drivers complete a pre-trip inspection before each run/shift and submit their findings to CONTRACTOR's maintenance staff. CONTRACTOR must allow a minimum of ten (10) minutes for all wheelchair equipped vehicles and five (5) minutes for all non-wheelchair vehicles for drivers to perform a pre-trip inspection.

The results of the pre-trip inspection are to be documented on a "Pre-Trip Inspection Form," a copy of which is to be kept by the driver while in service and a copy maintained by the CONTRACTOR. Records of such inspections shall be retained by the CONTRACTOR for at least one (1) year from the date of inspection.

Any vehicle which fails the pre-trip inspection shall not be placed into service. Any vehicle placed into service which does not meet the pre-trip requirements shall be treated as a non-compliant vehicle. Failure to correctly complete a pre-trip inspection shall result in the vehicle being treated as a non-compliant vehicle.

Dashboard odometer readings from the driver's daily circle check inspection form shall be entered into the CONTRACTOR's Fleet Maintenance MIS.

The Standard Pre-Trip inspection.

Other Vehicle Equipment Maintenance Procedures.

### **Body Damage**

CONTRACTOR shall be required to maintain vehicles free of broken mirrors, broken or cracked windows, grime, rust, chipped paint or dents, and body damage. Vehicles with major body damage must be removed from service until the damage is completely repaired. Minor body damage shall be repaired within ten (10) days of the accident. Major body damage is defined as any damage which caused the most exterior part of the vehicle to be pierced or any damage which prohibits the safe operation of the vehicle.

Unless their use is specifically approved by Palm Tran Connection, Palm Tran Connection shall order that a vehicle be removed from service immediately if it fails to meet any of these standards.

### **Inside Compartment**

The CONTRACTOR shall maintain all customer compartments free from torn upholstery or torn or excessively worn floor covering. Seats shall not be broken, damaged, or have protruding sharp edges. Broken or damaged seats shall be considered a safety hazard. Failure to repair or replace broken or damaged seats, or otherwise remedy similar safety hazards, shall constitute a Liquidated Damage as set forth in ARTICLE 19 - LIQUIDATED DAMAGES.

### **Heating and Air-Conditioning**

Heating and air-conditioning (A/C) systems must be maintained as required to ensure the customer compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions. Vehicles shall not be operated without a fully functioning A/C system. Failure to maintain the A/C systems, shall constitute assessment of Liquidated Damage as set forth in ARTICLE 19 – LIQUIDATED DAMAGES.

### **Wheelchair Lift Maintenance**

An essential element of vehicle maintenance is ensuring that the wheelchair lift is in good operating condition at all times. As part of the regular daily vehicle inspection and PM process, CONTRACTOR is required to cycle the lift and perform a preventive inspection on it. Repairs and servicing of wheelchair lifts shall be recorded on the PM forms and retained for future reference. This includes, but not limited to, the replacement of worn components, gear cleaning and adjustments in alignment as necessary. Where a lift fails in service, that vehicle shall be immediately pulled from service by the CONTRACTOR and replaced with a vehicle with a functioning wheelchair lift. Failure to repair or replace the wheelchair lift, or otherwise remedy similar safety hazards, shall constitute a Liquidated Damage as set forth in ARTICLE 19 - LIQUIDATED DAMAGES.

### **Vehicle Cleaning**

CONTRACTOR shall be responsible for vehicle cleaning and appearance.

CONTRACTOR shall maintain vehicles in a clean and neat condition at all times. Customer compartments shall be free from torn upholstery and torn or excessively worn floor covering. Seats shall not be broken, damaged, or have protruding sharp edges. Any vehicle with these deficiencies shall immediately be removed from service. Vehicles shall be kept free of vermin and insects at all times. CONTRACTOR shall exterminate all vermin and insects from all vehicles immediately upon their discovery, utilizing safe, non-hazardous, and EPA approved insecticides/materials.

If vehicles are inspected by Palm Tran Connection staff and found not in compliance with vehicle cleanliness/aesthetic requirements, written notice shall be served. Vehicles not brought

up to standard following receipt of written notice in five (5) business days shall be subject to liquidated damages as determined by Palm Tran Connection.

Cleaning - Cleaning of the Vehicle(s) shall be performed no less than every other day. CONTRACTOR shall perform each cleaning as follows: exterior wash; interior windows cleaned; mopping of non-carpeted floors with clean water and appropriate cleaning solution; wiping down of non-upholstered seats with clean water and appropriate cleaning solution; vacuuming of upholstered seats; pest control; and wiping down of all hand rails with clean water and appropriate cleaning solution.

Seasonal/Periodic Cleaning - CONTRACTOR shall be required to inspect all service vehicles for insects and vermin. All vehicles shall be treated as necessary to be kept free of insects and vermin. CONTRACTOR shall use fragrance free cleaning agents that are not offensive or injurious to individuals with heightened sensitivity to environmental toxins or fragrances. No air fresheners shall be used in the vehicles. CONTRACTOR shall immediately remove all graffiti from service vehicle exteriors and interiors the same day it occurs or replace the vehicle until such time as the graffiti is removed.

Documentation - Each time the vehicle is cleaned or washed shall be documented in the vehicle file. This record must state what was cleaned or washed, who cleaned or washed it, and when it was cleaned or washed.

A record of the items cleaned or washed and who performed the work shall be documented and saved in the vehicle folder for three (3) months.

UNDER NO CIRCUMSTANCES ARE THE VEHICLES' INTERIORS OR EXTERIORS TO BE PRESSURE WASHED. A VEHICLE'S INTERIORS SHOULD NEVER BE "HOSED OUT."

SHOULD THE NEED ARISE THAT A VEHICLE REQUIRES DAILY CLEANING IN ORDER TO PROVIDE A CLEAN ENVIRONMENT FOR THE CUSTOMERS AND BUS OPERATOR, THE CONTRACTOR IS REQUIRED TO PERFORM THE REQUIRED CLEANING.

### **Parts Inventory**

CONTRACTOR shall purchase and maintain a parts inventory sufficient to allow for the expeditious maintenance and repair of all vehicles. All Parts must be Original Equipment Manufacturer (OEM) parts.

### **Fueling**

CONTRACTOR may fuel vehicles from a tank on the CONTRACTOR's premises and/or using a fuel card system. Fueling must be available on or near the facility. Vehicles are not to be fueled while providing revenue service. CONTRACTOR must ensure that they have access to fuel in the event of a declared emergency.

### **Maintenance Reporting**

CONTRACTOR is required to document all maintenance performed on a fleet maintenance MIS system. The documentation must include: the date of the service, current mileage,

VIN/plate/vehicle numbers, and the type and extent of the service being performed. Such documentation shall be retained by the CONTRACTOR for a minimum of five (5) years after termination of the Contract.

## **MOD TRANSPORTATION SERVICE Vehicle/Maintenance Oversight and Monitoring**

Palm Tran Connection Vehicle/Maintenance Oversight Program shall consist of the following:

- Weekly review of vehicle files, fuel/oil consumption reports, and PM compliance for a randomly-selected set of vehicles.
- Monthly review of monthly maintenance and fuel/oil consumption reports.
- Unannounced visits to the CONTRACTOR's operations facility to review electronic records or hard copies of vehicle maintenance records, compliance with insurance regulations, and to check for cleanliness and overall vehicle condition. The COUNTY will use the Preventative Maintenance Standards Manual as a guide for program oversight.
- Announced and unannounced vehicle safety inspection will be conducted by Palm Tran Connection.

### **Vehicles**

If the CONTRACTOR's available inventory of Palm Tran Connection vehicles fall below the required number of vehicles to provide services, the CONTRACTOR shall immediately inform Palm Tran Connection before the next day of business.

### **Unauthorized Use of Vehicles**

No vehicle under the Contract shall be used for any purpose other than that described in this Scope of Work, or as directly authorized by Palm Tran Connection.

### **Vehicle Maintenance Standards**

All maintenance, repairs and inspections shall be in compliance with manufacturers' requirements, Chapter 14-90, FAC and the contractors approved maintenance plan. All vehicle maintenance shall be provided by the CONTRACTOR. Vehicle cleaning, daily and monthly inspections, preventive maintenance and light repair shall be provided at the facility by either CONTRACTOR staff or subcontractors. Body work, tire work, and heavy repairs shall be performed off-site by subcontractors unless the CONTRACTOR has in-house capabilities to perform the work. All subcontractors involved in vehicle maintenance shall be approved by Palm Tran Connection.

CONTRACTOR shall maintain vehicles in such a way as to, at all times, protect the safety of customers and ensure the most reliable service possible. Vehicle maintenance and shop areas shall be cleaned on a daily basis and shall be thoroughly cleaned once each month, at a minimum. Fluid spills shall be cleaned upon occurrence. Vehicle storage and yard areas shall be cleaned once a month, at a minimum, to eliminate any builds up of oil, grease or dirt.

CONTRACTOR shall comply with all OSHA regulations. CONTRACTOR shall dispose of any hazardous waste and regulated waste generated by its operation in compliance with all EPA and State of Florida regulations. The CONTRACTOR shall comply with the all-state Storm Water Runoff Act requirements under the Federal Clean Water Runoff Act. CONTRACTOR shall provide above ground transmission fluid and oil tanks.

Maintenance and repairs of vehicles shall be in accordance with manufacturers' standards whether performed by the CONTRACTOR or authorized subcontractors.

CONTRACTOR shall be responsible for performing the following maintenance on a vehicle-by-vehicle basis:

- Complete one hundred percent (100%) of all preventative maintenance inspections. Ninety percent (90%) of all preventive maintenance inspections shall be conducted within ten percent (10%) of the scheduled maintenance interval.
- Heating, ventilation and air conditioning (HVAC) systems shall be fully operational at all times.
- Repairing major vehicle body damage (interior or exterior) within twenty-one (21) days of occurrence. CONTRACTOR shall submit documentation to Palm Tran Connection which provides proof of sufficient efforts to secure parts in order to receive a waiver to the twenty-one (21) day repair requirement.
- Repairing minor vehicle body damage (interior or exterior) such as scratches or damaged decals within sixty (60) days of occurrence.
- Replacing or repairing seat damage within forty-eight (48) hours of occurrence.
- Repairing equipment required by the ADA within seventy-two (72) hours of occurrence. This equipment includes:
  - Destination sign (if equipped)
  - Wheelchair lift equipment\*
  - Wheelchair tie-down and securement equipment\*
  - Required ADA signage and decals
  - Ensuring all buses placed in revenue service meet or exceed the safety standards set forth below and elsewhere in this Scope of Work.
  - Brakes
  - Steering components
  - HVAC systems at all times
  - Emergency exits/doors/windows
  - Two-way radios (if equipped)
  - Other conditions required by federal or state regulations

**\*Note: A vehicle with an inoperative lift and malfunctioning safety equipment shall be removed from revenue service immediately and cannot be put back into service prior to repair being made.**

Maintenance shall be scheduled at times to ensure maximum availability of vehicles for service. It is not the intent of this requirement to preclude necessary maintenance during normal hours; it is only to ensure that the maximum number of vehicles shall be available for service during the service day. Palm Tran Connection (or its designee) shall inspect vehicles at any time. If a vehicle does not meet safety standards, it shall be "red tagged." A vehicle that has been "red tagged" shall not go into service and/or shall be immediately removed from service. A "red tagged" vehicle shall not be released for service until such time as the problems associated with it have been rectified by the CONTRACTOR and verified by Palm Tran Connection.

The following are examples (not all inclusive) of reasons why a vehicle shall be "red tagged:"

- Safety equipment missing
- Wheelchair lift inoperative
- Wheelchair lift brake interlock inoperative
- Wheelchair lift restraints missing/inoperative
- Inadequate A/C cooling output
- Tires: flat, worn, embedded objects/bald
- Customer door interlock inoperative
- Headlights out
- Taillights out
- Turn signals out or inoperative
- Horn not working
- Windshield wipers not working
- Engine smoking excessively
- Brake lining too thin
- Fluid leaks
- Coolant leaks
- Exhaust system leaking or damaged
- Steering with excessive play
- Loose or missing lug nuts; and
- Malfunctioning MDT
- Any noncompliance with federal or state safety standards and other governing agency safety or vehicle operation regulations
- Daily Servicing

CONTRACTOR shall perform daily vehicle servicing on all vehicles and equipment. For the purpose of the Contract, daily servicing shall include, but not be limited to:

- Fueling
- Engine oil, coolant, water and transmission fluid check/add
- Tire inspection (air pressure, tread depth, and wear)
- Brake check
- Lights and flashers check
- Interior sweeping and dusting
- Checking functionality of MDT and communication systems (as applicable)
- Exterior and interior visual inspection

CONTRACTOR shall develop, implement, and maintain a written checklist of items included in the daily servicing of each vehicle. The checklist shall be utilized and kept on file for Palm Tran Connection review for a period of not less than three (3) years after the termination or expiration of the Contract.

### **Preventative Maintenance**

Preventive maintenance shall be performed in accordance with manufacturer recommendations for all vehicles and after-factory systems and subsystems. A comprehensive preventive maintenance program, including routine Preventative Maintenance Inspections (PMIs) shall be established to ensure compliance with all manufacturer's recommendations. If a vehicle has not met preventive maintenance standards, it shall be removed from service.

CONTRACTOR is required to perform all preventive and regular maintenance in accordance with the manufacturers' recommendations and the CONTRACTOR's approved System Safety Program Plan, which shall include all onboard equipment.

During a PM inspection, the technician shall document all defects found and shall have all defects listed on a repair order and corrected prior to returning the vehicle to service. No vehicle with a past-due PM will be allowed to operate until the PM is completed.

Preventive maintenance reports shall be kept in the individual vehicle file as a reference for future PMIs.

### **Maintenance Repair Procedures**

CONTRACTOR shall perform all the necessary and required maintenance and repair work to vehicles, either with CONTRACTOR staff or subcontractors. All repairs shall be recorded and documentation shall be kept in the individual vehicle file.

CONTRACTOR shall ensure that all mechanical parts and material meets or exceeds OEM specifications.

Fluids, additives, oil, lubricants, refrigerants, and software (nuts, bolts, springs, bulbs, etc.), as well as replacement of fire extinguisher, first aid kits, bio-hazard kit, wheelchair securement straps, lap belts, hydraulic pump handles, seatbelt extensions, and lift covers are part of the vehicle's operating costs and shall be supplied/replaced by the CONTRACTOR as needed.

### **Vehicle Tires**

Tires rated for the vehicles with this type of operation shall be used. Tires shall also be suitable for the weather and time of year. No retreads shall be used at any time. Tires must meet minimum requirements outlined in FAC Chapter 14-90.

### **Transportation/Towing for Repairs**

CONTRACTOR shall be responsible for the movement of vehicles required for repairs, including towing. If repairs, maintenance, or warranty are to be performed at locations other than the facility, CONTRACTOR shall provide transportation/towing to and from the repair location.

### **Maintenance Reporting Requirements**

CONTRACTOR is required to document all maintenance performed on each vehicle. The documentation shall include: the date of the service, current mileage, VIN/plate/vehicle numbers and the type and extent of the service being performed.

Such documentation shall be retained by the CONTRACTOR for a period of not less than three (3) years after the termination or expiration of the Contract.

### **Tools, Equipment, and Parts Inventory**

CONTRACTOR shall establish and maintain an ongoing spare parts inventory sufficient to minimize vehicle downtime and ensure that peak vehicle requirements are met.

- Vehicle Cleanliness Standards
- Periodic Cleaning
- Service brakes
- Parking brake
- Tires and wheels
- Steering
- Horn
- Lighting devices
- Windshield wipers
- Rear vision mirror
- Customer doors
- Exhaust system
- Equipment for loading and transporting wheelchairs
- Safety, security, and emergency equipment (to include Fire Extinguisher, Emergency Triangles, First Aid Kit and Bio-Hazard Kit)
- Communications equipment and technology, including two-way communication devices, MDTs and AVL as applicable.

If there are any defects, the operator shall enter the defects on the Daily pre-operational vehicle condition reports, or DVRs. If there are no defects, the operator shall sign and date the DVR prior to leaving the yard. DVRs shall remain with the vehicle for the duration of the day and shall be replaced on a daily basis. Any identified defects shall be brought to the attention of the appropriate supervisor and/or maintenance staff on duty. Defects shall be inspected and appropriate action taken and documented. Any required work shall be transferred to maintenance for processing. DVRs showing defects shall be dated at the upper right front corner and filed in chronological order for inspection and verification purposes. Once this is completed, defect cards become a permanent record and shall be available for review/inspection at all times.

### **Road Calls**

In the event of a road call, CONTRACTOR shall deploy a vehicle immediately upon notification to replace the failed vehicle to ensure as little disruption to service as possible and as little inconvenience to the customer as possible. Documentation of the road call must in compliance with the CONTRACTOR's approved maintenance plan.

## **Vehicle Inspections**

All vehicles shall be inspected at least annually in accordance with Chapter 14-90, FAC. Palm Tran Connection staff shall inspect all vehicles annually or as needed ensure continuing controls of equipment.

Palm Tran Connection personnel shall enter the CONTRACTOR's maintenance facility in order to inspect vehicles, equipment, and maintenance records without prior notice. Such inspections shall occur during the CONTRACTOR's normal business hours. These inspections shall also be conducted as "on the spot" inspections while the vehicle is in revenue service. On the spot inspections shall not interfere with the normal running of the route. The CONTRACTOR shall allow access to facilities and records to monitor the CONTRACTOR's maintenance performance, as Palm Tran Connection deems necessary. Palm Tran Connection shall be permitted to view and copy any vehicle maintenance records, inspect vehicles and equipment, and request the CONTRACTOR's personnel to drive vehicles as necessary to evaluate the condition of vehicles and equipment used under Contract.

## **Vehicle and Service Operations**

CONTRACTOR shall provide an adequate pool of operators and scheduled extra board operators to ensure that all scheduled routes are covered and pull-out on-time.

CONTRACTOR shall provide supervisory staff to manage the operator check-in and check-out process and the assignment of vehicles and routes.

Any fines, penalties, or citations and associated expenses incurred during the operation of any this service, including parking violations, shall be the sole responsibility of the CONTRACTOR.

CONTRACTOR shall not allow an employee to operate any vehicle that is in such unsafe condition as to endanger any person or property, or which does not contain functioning safety equipment. This does not apply to personnel required to temporarily drive, move, or road test a vehicle in order to perform repairs or maintenance, if it has been determined that such temporary operation does not create an unsafe operating condition or create a hazard to employee and/or public safety.

## **Other Assistance**

In addition to the specific duties and responsibilities noted above and other responsibilities detailed within this Scope of Work, the CONTRACTOR shall, in good faith, assist Palm Tran Connection in meeting its obligations to provide services in accordance with federal and state regulations and requirements and the requirements of grantee and funding Contracts. Changes shall be required from time to time to meet these requirements or to refine the method of operation. CONTRACTOR shall assist and advise Palm Tran Connection with services in areas such as, but not limited to, procurement of capital items, safety adherence, accident investigation, general administration, reporting, and cost allocation.

## **SECTION G**

### **INSPECTION, AUDITING, REPORTING AND RECORD REQUIREMENTS**

## **Inspections and Auditing**

All records, vehicles, and operations shall be inspected and evaluated through street observations, spot checks, monthly through reporting, and/or quarterly through full audits. Inspections shall be made without notice and all records shall be current and readily available at all times. CONTRACTOR shall maintain a self-monitoring program to assure compliance between audits.

## **Record Keeping and Reporting Program Plan**

CONTRACTOR shall maintain detailed records in all areas of operation. This information is vital to ensure compliance with local, federal, and state requirements and to enable a thorough monitoring and evaluation of the system, including ridership, revenue, maintenance, service efficiency, and customer service.

CONTRACTOR shall develop and implement a plan to ensure the development of a comprehensive and accurate record keeping and reporting program that encompasses all aspects of service operations.

The following are to be incorporated in the CONTRACTOR's record keeping/reporting plan:

- CONTRACTOR shall utilize automated processing to facilitate the efficient compilation and comprehensive analysis of the required data and reports.
- All data and records collected pertinent to the Contract shall be accessible in the form of a hard copy and an electronic medium accessible to Palm Tran Connection.
- CONTRACTOR agrees to maintain all books, records, accounts and reports required under the Contract for a period of not less than three (3) years after the termination or expiration of the Contract.
- CONTRACTOR shall allow access and inspection of records and reports at any such time an inspection is requested.
- CONTRACTOR shall be responsible for compiling information services as required to assist Palm Tran Connection in the preparation of the National Transit Database (NTD) report. This report is critical to receipt of federal funding and the CONTRACTOR shall ensure that all deadlines established by FTA for receipt of report and any follow up responses are adhered to.

## **Vehicle/Operations Reports**

CONTRACTOR shall provide reports as detailed in this section or as otherwise requested by Palm Tran Connection, based on the CONTRACTOR's reporting capabilities and level of effort required of the CONTRACTOR's staff.

## **Daily Vehicle Availability Records**

CONTRACTOR shall maintain daily vehicle availability records that show the number of vehicles available for service, the number out of service, the number of vehicles needed to meet peak-hour route requirements, and the number of peak-hour spares. The reports shall identify all vehicles out of service and the specific reasons why they are out of service (e.g., body damage/repair, mechanical repair, scheduled maintenance, etc.).

### **Run Pull-Out Log**

CONTRACTOR shall maintain a "Run Pull-Out Log" that indicates all runs scheduled for the day and the operators originally assigned to cover those runs. The "Run Pull-Out Log" shall also list all scheduled extra board and back-up operators for that day and the hours that each are available. Changes to original operator assignments shall be tracked on the log, use of extra board operators shall be clearly indicated and final assignments and route coverage, as well as remaining extra board capacity throughout the day shall be detailed. This information, including all changes, shall be communicated to Palm Tran Connection Dispatch at least daily, and more often when changes are made.

### **Vehicle Maintenance/Repair History**

CONTRACTOR shall maintain a file for each vehicle that includes a complete inspection, maintenance and repair history, and licensing information.

Maintenance records shall be kept on all vehicles indicating warranty work, preventive maintenance, and repairs performed on each vehicle. CONTRACTOR shall prepare and maintain records in a form approved by Palm Tran Connection so as to fulfill any applicable state and federal requirements. Such records shall include, but not be limited to the following:

- Daily pre-operational vehicle condition reports, or DVRs, with verified defects;
- Work orders for all preventive maintenance inspections, warranty repairs, and other vehicle repairs including materials, parts and labor consumed;
- Major and minor failure reports, which are numbered, identify date, time, vehicle number, route number if in service, problem, and mileage on the vehicle; and

Maintenance records for each vehicle shall provide the following information at a minimum:

- Make
- Model
- VIN/fleet number
- License number
- Date received
- Date placed into service
- Life miles
- Rebuilds and major component replacements, including date and life miles at time of replacement/rebuild
- Vehicle repairs
- Preventive maintenance inspection reports
- Daily vehicle condition reports
- Work orders

- Tire data
- Communication system, including MDT and MDT system functionality

### **Revenue Collection, Reconciliation, and Deposit**

CONTRACTOR shall develop a plan to assure that revenue collection, reconciliation, reporting, and deposit procedures meet industry standards and conform to any local, state, and federal requirements. Fare collected shall be consistent with Palm Tran Connection's adopted fare policy.

Currently, all fares are paid in cash. No smart cards or electronic payment systems are used. Palm Tran Connection reserves the right to change the method of fare collection during this contract.

Under the current fare structure, the following is to be incorporated into the plan: Operators shall collect the customer's fare before boarding. If the customer is at their residence, and does not have fare, the customer shall not be transported and shall be considered a no-show. If the customer is away from their residence, and does not have their fare, the customer is to be transported home and a zero fare collection reported.

CONTRACTOR is expected to attempt to collect all fares, however, shall not be held responsible for customer fares that are not collected when directed by Palm Tran Connection Dispatch. All fare disputes are to be called into Palm Tran Connection Dispatch. Amounts over the standard fare cannot be collected.

CONTRACTOR is responsible for reporting the fares that were to be collected and the fares actually collected during the invoicing month. Palm Tran Connection shall monitor uncollected fares closely to ensure maximum revenues to the program.

In the absence of a functional fare box, operators shall collect cash or tickets from customers.

All revenue collected shall be deducted from the CONTRACTOR's monthly invoice.

Customers are expected to have exact change and operators are not allowed to make change.

Operators shall be required to ensure that each customer pays the appropriate fare prior to being provided transportation service.

Operators are not allowed to accept or solicit tips. As part of its internal service monitoring function, the CONTRACTOR shall be required to monitor its operators to ensure there is no soliciting or accepting of tips from customers.

CONTRACTOR shall reconcile any revenue missing or stolen from vehicles or facilities. Palm Beach County Board of County Commissioners has established the fare structure for the system. Any change in the fare structure must be authorized by the Palm Beach County Board of County Commissioners.

Operators shall record ridership counts by customer fare category as per Palm Tran Connection guidance.

Operators shall complete and sign the operators manifest sheet(s) at the conclusion of the operator's shift. The log sheet shall include the revenue and tickets/passes collected from each customer.

### **Accounting**

CONTRACTOR shall maintain complete and accurate books of account that accurately and thoroughly reflect all fare and other revenues collected, and all expenditures made by the CONTRACTOR in connection with providing services under the Contract. Such records shall include the degree of detail and notations that are required to comply with local, state, and federal reporting requirements. All service costs incurred in the performance of the Contract shall be recorded in an account separate from those used for other business activities of the CONTRACTOR.

The successful CONTRACTOR shall be required to instruct its employees assigned to this Contract to maintain a daily log identifying the names of personnel working on the project, the tasks they are working on, and timesheets that meet federal, state, and local requirements showing working hours charged to the project. The log and timesheets shall be made available to the Contract Manager (*to be identified by Palm Tran Connection*) during all normal work hours.

CONTRACTOR shall maintain a record of each operator's work period, which shall include total days worked, on-duty hours, driving hours, and time of reporting on and off duty each day. Operator work hours shall follow the requirements of Chapter 14-90, FAC.

### **Record Retention and Inspection**

CONTRACTOR shall maintain all operational and financial records, including required reports, for a period of not less than three (3) years after the termination or expiration of the Contract. Such records shall include dispatch records, billing records, timesheets, accident and incident reports, and any other paper, magnetic, or digital records relating to the operation of the service. These records shall be surrendered, on demand and at no additional cost, to Palm Tran Connection.

Office Equipment and Services - CONTRACTOR shall provide all copiers, fax machines, and other equipment necessary to facilitate the full operation of this SOW and shall be responsible for maintenance services for this equipment.

### **Reporting of Actual Service Performance/Completion of Manifest**

Actual performance of service and the disposition of trips not served will be documented on the MDT and/or the operator manifest.

Additional information about the disposition of trips not completed (e.g., no-show) shall be indicated on both the MDT and the route manifest.

### **Reports**

On a monthly basis, the CONTRACTOR shall support Palm Tran Connection in the preparation of required reports. CONTRACTOR support shall include performing all required operational scheduled-to-actual service recordkeeping through the MDT systems on the vehicles and fare payment recording. The CONTRACTOR shall provide data to support confirmation of operational exceptions and information that are not readily be captured via the MDT. The CONTRACTOR shall support Palm Tran Connection with the reporting data and information listed below, which shall be submitted with the monthly invoice.

### **Manifests**

The electronic operator manifests displayed on the MDT unit shall include the route number and date. Separate lines shall then be included for each pick-up and drop-off. The pick-ups and drop-offs shall be displayed in the order in which the operator is to perform each event. Each pick-up and drop-off line shall include the scheduled pick-up or drop-off time, the location (bus stop or address), the customer's name for deviation service, any special customer or directional notes, time of the pick-up, the number of PCAs and companions, mobility aids used by the customer, and the fare to be collected. The MDTs shall electronically stamp the trip record in the Scheduling Software database with the actual arrival time and boarding time or the actual drop-off time, and the mileage at each pick-up or drop-off. Operators shall also record no-shows and other pertinent service information.

### **Maintenance Report**

All components of this report are the responsibility of the CONTRACTOR:

- Provide Palm Tran Connection with a weekly summary of all Preventive Maintenance Inspection (PMI) Summarized by Vehicle Number
- Provide Palm Tran Connection a daily vehicle availability report via email.

### **Management Report**

Monthly management reports shall be prepared by the CONTRACTOR and shall detail accomplishments and goals related to the operation, administration and maintenance of services. These reports shall also include required Small Business Enterprise (SBE) reports and shall outline SBE participation relative to planned participation and goals. Existing and anticipated problems, with recommendations for resolution, shall be described. A complete accounting of all accidents, incidents, and unusual events shall be included.

### **Revenue Report**

CONTRACTOR shall maintain a daily record of total cash and/or ticket fares actually collected and fares that have been collected. This information shall be compiled into a monthly revenue report and include the following:

- Cash per route
- Ticket sales per route
- Total cash/ticket revenue
- Total cash/ticket deposit

## **National Transit Database (NTD) Reporting**

FTA requires public transit operators to monthly and annually report specified operating, performance, and vehicle data as a condition of federal funding. Additionally, operators of purchased transportation (PT) services that provide public transportation services under Contract to recipients or beneficiaries of Urbanized Area Funds (UAF) shall report data to the public transit agency for inclusion in the public transit agency's NTD report.

CONTRACTOR shall therefore provide all requested data necessary to complete required NTD reports. All information from the CONTRACTOR shall be complete and accurate, as a low error ratio is also part of the reporting requirement. CONTRACTOR shall comply with all NTD Program requirements and any future changes in reporting requirements, including reports inspection and retention.

## **Confidentiality of Customer Information**

CONTRACTOR agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5 U.S.C. § 552a and the Health Insurance Portability and Accountability Act of 1996 (HIPAA). CONTRACTOR shall ensure that all employees and Subcontractors understand that the requirements of the Privacy Act and HIPAA, including the civil and criminal penalties for violation of that Act, and that failure to comply with the terms of the Privacy Act and HIPAA shall result in termination of the underlying Contract. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records related to this Scope of Work and awarded Contract.

Note: No healthcare records are transmitted.

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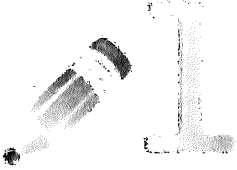
# EXHIBIT B

## LEVEL TWO BACKGROUND SCREENING

### Background Screening

#### How to Complete the Background Screening Process in Five Easy Steps

Go to the background screen home page with downloadable forms and find the appropriate forms that apply to your situation.



**Applicants:** You will receive the forms from your potential employer or the agency requesting the screening. You must complete the requested applicant information contained in the Appointment Form, including your date of birth and the last 4 digits of your Social Security Number. You must also sign the Affidavit of Good Moral Character after reviewing the list of disqualifying offenses.

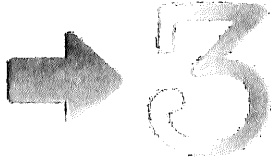
**Employers:** The potential employer or agency requesting the screening must complete the requested employer information contained in the Appointment Form, including a phone number and email address where the employer can be contacted regarding the background screening."

Take the form to a LiveScan fingerprinting vendor and complete the fingerprinting process. Click [here](#) for a list of LiveScan vendors serving Florida.

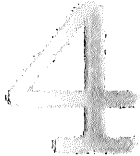


**Vendor:** The LiveScan vendor must complete the "Screener" section of the form, including providing its TCN number.

**As soon as** you have finished getting your fingerprints taken, return the completed Appointment Form to the potential employer or agency that requested the screening.

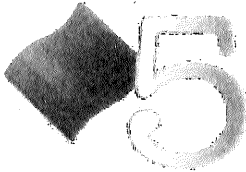


The potential employer or agency that requested the screening must scan/email, fax, or mail the completed Appointment Form and the Affidavit of Good Moral Character to the Department of Elder Affairs. A copy of the Affidavit of Good Moral Character must be retained by the potential employer.



The department's contact information is provided in the Appointment Form. The potential employer will be notified if forms are incomplete and cannot be processed.

The Department of Elder Affairs will notify both the applicant and the employer or agency that requested the screening upon review of the screening results from the FBI/Florida Department of Law Enforcement.



Please wait at least 10 business days after completing Step 4 before contacting the Department of Elder Affairs regarding the status of a background screening.

<http://elderaffairs.state.fl.us/english/backgroundscreening.php> HOME PAGE

<http://www.pbso.org/index.cfm?fa=technicalservices&id=439>  
SUBSTATION

FINGERPRINTING

<https://www3.fdle.state.fl.us/CAPS/> FOR PAYMENT TO FDLE

BACKGROUND SCREENING



Affidavit of Good Moral Character

**AUTHORITY:** This form is required of all employees, volunteers, and direct service providers to comply with the attestation requirements set forth in section 435.02(2), Florida Statutes.

- The term “employee” as used herein refers collectively to **all persons** required by law to undergo background screening. This includes, but is not limited to, a direct service provider which means a person at least 18 years of age who, pursuant to a program to provide services to the elderly, has direct face-to- face contact with a client while providing services, or has access to the client’s living area, funds, or personal property. A direct service provider also includes coordinators, managers, and supervisors of residential facilities; and volunteers.
- The term “employer” means any person or entity required by law to conduct background screening, including but not limited to, the Department of Elder Affairs, Area Agencies on Aging, Aging Resource Centers, Aging and Disability Resource Centers, Lead Agencies, Long-Term Care Ombudsman Program, Service Providers, Diversion Providers, and any other person or entity which hires employees, direct service providers, or has volunteers in service.
- Each employee must attest, subject to penalty of perjury, to meeting the requirements for qualifying for employment pursuant to background screening standards set forth in Chapter 435 and section 430.0402, Florida Statutes, and must agree to inform the employer immediately if arrested for any of the disqualifying offenses listed in those statutes while employed by the employer.

**EMPLOYER: THIS COMPLETED FORM MUST BE FORWARDED TO THE DEPARTMENT OF ELDER AFFAIRS WITH THE COMPLETED APPOINTMENT FORM IN ORDER FOR BACKGROUND SCREENING TO PROCEED.**  
**copy of this form should be maintained in the employee’s personnel file.**

EP ONE: Complete employee and employer contact information.

<u>Employee Name</u>	<u>Employee Date of Birth</u>
<u>Employer Name</u>	<u>Employer Contact Person</u>
<hr/>	
Employer	Zi
<u>( )</u>	
<u>Employer Telephone Number</u>	<u>Employer Email</u>

**EP TWO: The employee must review the following list of disqualifying offenses set forth in Chapters 430 and 435, Florida Statutes.**

**background screen must ensure that no employee has been arrested for and is awaiting final disposition of, has been found guilty of, regardless of adjudication, or entered a plea of nolo contendere (no contest) or guilty to, or has been adjudicated delinquent and the record has not been sealed or expunged for, any offense prohibited under any of the following provisions of state law or similar**

**Criminal offenses listed in section 435.04, F.S.**

- (a) Section 393.135, relating to sexual misconduct with certain developmentally disabled clients and reporting of such sexual misconduct.
- (b) Section 394.4593, relating to sexual misconduct with certain mental health patients and reporting of such sexual misconduct.
- (c) Section 415.111, relating to adult abuse, neglect, or exploitation of aged persons or disabled adults.
- (d) Section 782.04, relating to murder.
- (e) Section 782.07, relating to manslaughter, aggravated manslaughter of an elderly person or disabled adult, or aggravated manslaughter of a child.
- (f) Section 782.071, relating to vehicular homicide.
- (g) Section 782.09, relating to killing of an unborn quick child by injury to the mother.
- (h) Chapter 784, relating to assault, battery, and culpable negligence, if the offense was a felony.
- (i) Section 784.011, relating to assault, if the victim of the offense was a minor.
- (j) Section 784.03, relating to battery, if the victim of the offense was a minor.
- (k) Section 787.01, relating to kidnapping.
- (l) Section 787.02, relating to false imprisonment.
- (m) Section 787.025, relating to luring or enticing a child.
- (n) Section 787.04(2), relating to taking, enticing, or removing a child beyond the state limits with criminal intent pending custody proceedings.
- (o) Section 787.04(3), relating to carrying a child beyond the state lines with criminal intent to avoid producing a child at a custody hearing or delivering the child to the designated person.
- (p) Section 790.115(1), relating to exhibiting firearms or weapons within 1,000 feet of a school.
- (q) Section 790.115(2)(b), relating to possessing an electric weapon or device, destructive device, or other weapon on school property.
- (r) Section 794.011, relating to sexual battery.
- (s) Former s. 794.041, relating to prohibited acts of persons in familial or custodial authority.
- (t) Section 794.05, relating to unlawful sexual activity with certain minors.
- (u) Chapter 796, relating to prostitution.
- (v) Section 798.02, relating to lewd and lascivious behavior.
- (w) Chapter 800, relating to lewdness and indecent exposure.
- (x) Section 806.01, relating to arson.
- (y) Section 810.02, relating to burglary.
- (z) Section 810.14, relating to voyeurism, if the offense is a felony.
- (aa) Section 810.145, relating to video voyeurism, if the offense is a felony.
- (bb) Chapter 812, relating to theft, robbery, and related crimes, if the offense is a felony.
- (cc) Section 817.563, relating to fraudulent sale of controlled substances, only if the offense was a felony.

- (dd) Section 825.102, relating to abuse, aggravated abuse, or neglect of an elderly person or disabled adult.
- (ee) Section 825.1025, relating to lewd or lascivious offenses committed upon or in the presence of an elderly person or disabled adult.
- (ff) Section 825.103, relating to exploitation of an elderly person or disabled adult, if the offense was a felony.
- (gg) Section 826.04, relating to incest.
- (hh) Section 827.03, relating to child abuse, aggravated child abuse, or neglect of a child.
  - (i) Section 827.04, relating to contributing to the delinquency or dependency of a child.
- (jj) Former s. 827.05, relating to negligent treatment of children.
- (kk) Section 827.071, relating to sexual performance by a child.
- (ll) Section 843.01, relating to resisting arrest with violence.
- (mm) Section 843.025, relating to depriving a law enforcement, correctional, or correctional probation officer means of protection or communication.
- (nn) Section 843.12, relating to aiding in an escape.
- (oo) Section 843.13, relating to aiding in the escape of juvenile inmates in correctional institutions.
- (pp) Chapter 847, relating to obscene literature.
- (qq) Section 874.05(1), relating to encouraging or recruiting another to join a criminal gang.
- (rr) Chapter 893, relating to drug abuse prevention and control to include the use, possession, sale, or manufacturing of illegal drugs, only if the offense was a felony or if any other person involved in the offense was a minor.
- (ss) Section 916.1075, relating to sexual misconduct with certain forensic clients and reporting of such sexual misconduct.
- (tt) Section 944.35(3), relating to inflicting cruel or inhuman treatment on an inmate resulting in great bodily harm.
- (uu) Section 944.40, relating to escape.

- (vv) Section 944.46, relating to harboring, concealing, or aiding an escaped prisoner.
- (ww) Section 944.47, relating to introduction of contraband into a correctional facility.
- (xx) Section 985.701, relating to sexual misconduct in juvenile justice programs.
- (yy) Section 985.711, relating to contraband introduced into detention facilities.
- (ZZ) Section 741.28 relating to domestic violence.

**Criminal offenses found in section 430.0402, F.S.**

- (a) Section 409.920, relating to Medicaid provider fraud.
- (b) Section 409.9201, relating to Medicaid fraud.
- (c) Section 741.28, relating to domestic violence.
- (d) Section 817.034, relating to fraudulent acts through mail, wire, radio, electromagnetic, photoelectronic, or photooptical systems.
- (e) Section 817.234, relating to false and fraudulent insurance claims.
- (f) Section 817.505, relating to patient brokering.
- (g) Section 817.568, relating to criminal use of personal identification information.
- (h) Section 817.60, relating to obtaining a credit card through fraudulent means.
- (i) Section 817.61, relating to fraudulent use of credit cards, if the offense was a felony.
- (j) Section 831.01, relating to forgery.
- (k) Section 831.02, relating to uttering forged instruments.
- (l) Section 831.07, relating to forging bank bills, checks, drafts, or promissory notes.
- (m) Section 831.09, relating to uttering forged bank bills, checks, drafts, or promissory notes.

**Criminal offenses found in other sections.**

- (n) Section 775.21, sexual predator.
- (o) Section 775.261, Career offender.
- (p) Section 943.0435, Sexual offender; unless the requirement to register as a sexual offender has been removed pursuant to 943.04354.

EP THREE: The employee must complete and sign EITHER (A) OR (B) below.

The Department of Elder Affairs will review the information revealed by the fingerprint screening and will compare it to the information provided below. It is important to be honest in revealing any prior criminal history regarding disqualifying offenses listed in this Affidavit. If you have disqualifying offenses and are otherwise determined eligible to apply for an exemption, the failure to disclose the offenses in this section may prevent you from being granted an exemption.

(A) Under penalty of perjury, I \_\_\_\_\_, hereby swear or affirm that I **have no record of disqualifying offenses** as listed herein, and I meet the requirements for qualifying for employment in regards to the background screening standards set forth in Chapter 435 and section 430.0402, F.S. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by my employer.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

OR

(B) Under penalty of perjury, I \_\_\_\_\_, hereby swear or affirm that I **have the following record of disqualifying offenses** as listed herein, and I understand that I may be eligible to file for an exemption from disqualification pursuant to section 435.07, Florida Statutes. If I am granted an exemption from disqualification, I swear or affirm that I otherwise meet the requirements for qualifying for employment in regards to the background screening standards set forth in Chapter 435 and section 430.0402, F.S. In addition, I agree to immediately inform my employer if arrested or convicted of any of the disqualifying offenses while employed by my employer.

List Disqualifying Offenses:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

Background Screening Appointment Form for Direct Service Providers

**Applicant:** Please bring this form with you to your background screening appointment and give it to the person who conducts the screening and ask the person to complete the form and give it back to you. Please return this form to the Agency Contact listed below as soon as possible after screening is complete!

**Screener :** This Department of Elder Affairs (DOEA) Origination Code (ORI) number FL924310Z is specific to Direct Service Provider Agency/Employer, including Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, Service Providers, and Diversion Providers that contract directly or indirectly with DOEA. Agencies must use this form to request background screening for employees, volunteers (not SHINE and Ombudsman), and caregivers and employees (if applicable) in the HCE program. If you need to confirm the ORI, please call (850) 414-2368. Please write the Transaction Control Number (TCN) below. **Give this form back to the person you screened along with any printed evidence of the screening.**

Date of screening: \_\_\_\_\_ TCN#: \_\_\_\_\_ Screener's name: \_\_\_\_\_  
Background Screening Service Provider: \_\_\_\_\_ Phone number: \_\_\_\_\_

APPLICANT	(Please Print) Last Name: _____ Legal First Name: _____
	Middle Name: _____ Date of Birth: _____
	Previous Last Names (ie: maiden name): _____
	Address: _____ Phone: _____
	City/State/Zip: _____ Email Address: _____
	Last four digits of your Social Security number and your initials. This will become your unique screening ID #: _____
	Job Title: _____
	Please check all that apply: HCE Caregiver _____ Current Employee _____ New Hire _____ Volunteer _____

<b>Agency/Employer Requesting Screening:</b> Scan and email to <u>doeanetwork@elderaffairs.org</u> or fax to (850) 414-2006. Please include the TCN# and applicant's name in the subject line. If you do not have access to a scanner or a fax machine, please mail to: <b>Florida Department of Elder Affairs, Background Screening Unit 4040 Esplanade Way, Suite 315</b> <b>Tallahassee, Florida 32399-7000</b>  <i>Updated 3/10/2011</i>	<b>Agency/Employer Requesting Screening:</b> Agency Contact: _____ to: _____ Agency Address: _____  Agency Phone Number and _____ Email: Federal Tax ID #: _____
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## **EXHIBIT C**

### **VEHICLE ASSIGNMENT ACCEPTANCE**

1. **VEHICLE ASSIGNMENT ACCEPTANCE.** This ACCEPTANCE is signed by the CONTRACTOR in furtherance of the CONTRACT with Palm Beach County (hereinafter referred to as "the CONTRACTOR"). CONTRACTOR acknowledges that consideration was provided in said EMERGENCY CONTRACT FOR DIAL-A-RIDE/MOBILITY ON DEMAND ("MOD") TRANSPORTATION SERVICE GLADES REGION - PILOT PROGRAM.
2. **TERM.** The term for vehicle assignment begins on January 1, 2023, and ends on December 31, 2023.
3. **USEAGE.** vehicles are assigned by the COUNTY to the CONTRACTOR solely for the provision of transportation services in accordance with the EMERGENCY CONTRACT FOR DIAL-A-RIDE/MOBILITY ON DEMAND ("MOD") TRANSPORTATION SERVICE GLADES REGION - PILOT PROGRAM , between the COUNTY and the CONTRACTOR (hereinafter referred to as "the CONTRACT").
4. **VEHICLES.** The COUNTY hereby assigns to the CONTRACTOR the vehicles fully described in Exhibit "A", attached hereto and by reference incorporated herein.
5. **REGISTRATION AND TAXES.** The COUNTY is responsible for all costs to register, title and license each vehicle described in Exhibit A. All taxes associated with the vehicle are the COUNTY's responsibility.
6. **ASSIGNMENT.** The CONTRACTOR may not assign or transfer any of its rights or obligations under this Assignment, or sublet the vehicles to another party, without prior written consent of the COUNTY. If the COUNTY consents to such an assignment, the CONTRACTOR will continue to remain liable for all liabilities and responsibilities under this Assignment.
7. **SUBCONTRACTORS.** The CONTRACTOR has full responsibility for any and all Subcontractors utilized under this Assignment. Any Subcontractor Contracts which will utilize any vehicles shown in Exhibit C must include this Assignment in its entirety.
8. **ACCEPTANCE.** Upon delivery of the vehicles as described in Exhibit C, the parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit C) detailing the condition of each vehicle. Upon acceptance, the CONTRACTOR shall assume responsibility for the vehicles until such time that the vehicles are returned to the COUNTY. The vehicles shall be returned to the COUNTY in the same condition as originally delivered, ordinary wear and tear excepted.
9. **INSURANCE.** Insurance will be provided by the CONTRACTOR in accordance with the Article 14 of the CONTRACT.

10. **WARRANTIES.** The CONTRACTOR acknowledges that the COUNTY is not the manufacturer, the agent of the manufacturer, or the distributor of the vehicles hereunder. COUNTY makes no warranty or representation, express or implied, as to the fitness, safeness, design, merchantability, condition, quality, capacity or workmanship of the vehicles nor any warranty that the vehicles will satisfy the requirements of any law or contract specification, and as between the COUNTY and the CONTRACTOR, the CONTRACTOR agrees to bear all such risks at its sole risk and expense. The CONTRACTOR specifically waives its rights to make claim against the COUNTY for any vehicle for breach or any warranty of any kind whatsoever and as to the COUNTY, the CONTRACTOR accepts the vehicles "as is." In no event shall COUNTY be liable for special, incidental, or consequential damages whatsoever or howsoever caused.

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

11. **RIGHT OF INSPECTION.** The COUNTY reserves the right to inspect and observe the use of the vehicles at any time. Upon inspection, if the vehicles are found in an unsatisfactory condition, the COUNTY may require the CONTRACTOR to make immediate repairs. In lieu of such repairs, the COUNTY may elect to perform or have performed the necessary repairs at the CONTRACTOR's expense.

12. **THEFT OR DESTRUCTION OF VEHICLES.** The CONTRACTOR shall be solely responsible for any and all losses associated with the theft or destruction of the vehicles or the rendering of the vehicles unsuitable for their intended use, including, but not limited to, damage due to burglary, vandalism, fire, riot, insurrection, act of God, accident, or any other casualty. The CONTRACTOR shall promptly report to the COUNTY any damage to the vehicles within twenty-four (24) hours.

13. **NO PROPERTY INTEREST IN VEHICLES.** The vehicles shall be titled and remain in the name of the COUNTY. The CONTRACTOR shall acquire no property interest in the vehicles by virtue of, or operation of, this Assignment, and the vehicles shall remain the property of the COUNTY throughout the term of this Assignment. The CONTRACTOR shall not disturb, remove or obstruct any COUNTY property tags, labels or other signage affixed to the vehicles.

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

- a. The CONTRACTOR shall inspect as needed and frequently as determined by the COUNTY.
- b. The CONTRACTOR shall operate vehicles in a careful and proper manner and shall comply with all federal, state, local, or other governmental laws, regulations, requirements and rules with respect to the use, maintenance and operation of the vehicles. The CONTRACTOR agrees to pay any and all fines, penalties, citations, parking tickets or court process (all referred to as "Fines") issued in connection with the use of the vehicles. The COUNTY has no responsibility for any fines relating to the use of the vehicles. If the COUNTY receives any court process, the COUNTY will tell the court that the CONTRACTOR must pay any legitimate fines. If the CONTRACTOR fails to pay or settle any such fine, the COUNTY may pay it for the CONTRACTOR and the CONTRACTOR will reimburse the COUNTY on demand any sum paid.
- c. The CONTRACTOR shall ensure that each vehicle is operated only by a fully qualified, competent, licensed driver per the terms of the CONTRACT.
- d. The CONTRACTOR shall retain a spare key for each vehicle. All cost for spare keys will be the responsibility of the CONTRACTOR.
- e. The CONTRACTOR will perform all vehicle maintenance in accordance with the CONTRACT. The CONTRACTOR shall be solely responsible for the quality and workmanship of all repairs and maintenance to the vehicles and nothing herein shall relieve the CONTRACTOR of its obligation to properly maintain the vehicles. All parts and materials, including lubricants and fuel, used in maintaining or operating the vehicle(s) shall be in accordance with the vehicle's manufacturer's specifications for said parts and materials. vehicle parts must be Original Equipment Manufacturer (OEM) parts, as available.
- f. The CONTRACTOR will not modify nor make no structural or other significant alterations to the vehicles without the prior written consent of the COUNTY. Any accessories, equipment or parts permanently installed in or on the vehicles with or without the COUNTY's permission become the property of the COUNTY and part of the vehicles.
- g. The CONTRACTOR agrees not to use or permit the use of the vehicles:  
(a) for any unlawful or wrongful purpose or in violation of any law; (b) to transport passengers in excess of the rated capacity of the vehicles; (c) transport any unauthorized passengers; or (d) provide any services or function not authorized by the COUNTY.

- h. The CONTRACTOR shall be required to prepare and keep vehicle files by vehicle number, documenting each vehicle's maintenance history including, but not limited to, pre-trip inspections, preventative maintenance, scheduled maintenance, inspections, parts, usage, unscheduled maintenance, and accident repairs. Said files shall be kept current throughout the duration of the Assignment and a copy shall be provided to the COUNTY upon request and upon the termination or expiration of the Assignment. The COUNTY shall have unrestricted access to all vehicle maintenance records during the term of this Assignment.
- i. The CONTRACTOR will not place any vehicle into service which does not meet the requirements of the Contract. Any vehicle out of service vehicle must be returned into service within five (5) calendar days. In the event that a vehicle will not be back in service within five (5) business days due to the unavailability of parts or the nature of the repair, the CONTRACTOR shall notify the COUNTY in writing, and include the reason for the delay. The CONTRACTOR must have written approval from the Contract Administrator for any repair that will keep vehicle out of service for more than five (5) calendar days.
- j. The CONTRACTOR shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations. Additionally, the CONTRACTOR shall be solely responsible for the operation of each vehicle in accordance with all federal, state, and local regulations with regard to the discharge of pollutants while operating, cleaning, fueling and maintaining the vehicles. The CONTRACTOR shall utilize every practicable safeguard so as to minimize the discharge of pollutants. The CONTRACTOR shall be responsible for and pay any fines, penalties, or damages for any fuel or oil spillage or other contaminates resulting from the Services provided hereunder.
- k. In the event a vehicle sustains damage, it shall be the responsibility of the CONTRACTOR to make any and all repairs at its sole expense using only OEM parts, as available, in accordance with manufacturer's specifications. The COUNTY reserves the right, but not the obligation, to inspect all repairs.

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

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

- a. Inspections will occur as needed and frequently as determined by the COUNTY. The COUNTY will complete a visual and mechanical inspection of each vehicle, a comprehensive review of each vehicle's maintenance file, a crosscheck of the reported repairs compared to the actual on vehicle parts and signs of excessive wear.
- b. The Notice to Proceed issued by the COUNTY's Contract Representative will establish the date on which the COUNTY will transfer possession of the vehicles shown with Exhibit "A" to the CONTRACTOR. The parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "C") detailing the condition of each vehicle.

16. VEHICLE TRANSFER PROCESS - "FROM". During the term of this Assignment, vehicles may transfer FROM the CONTRACTOR due to changes in demand, partial termination or the expiration of the Assignment, as specified in the Contract;

- a. The CONTRACT will determine the number of vehicles to be transferred from the CONTRACTOR.
- b. The COUNTY will notify the CONTRACTOR in writing of the intent to transfer vehicles from the CONTRACTOR at least seven days prior to the transfer and include the reason for the transfer.
- c. The CONTRACTOR will return the vehicles to the COUNTY in the same condition they were in when delivered to the CONTRACTOR, subject to reasonable wear and tear. The CONTRACTOR shall not be responsible for the depreciation resulting from the authorized use thereof.
- d. The COUNTY will select which vehicles to be transferred. Vehicles will be selected from those middle third of the "from" CONTRACTOR's fleet, as determined by vehicle mileage.
- e. The CONTRACTOR shall make selected vehicles available to the COUNTY and the "TO" CONTRACTOR for inspection prior to the specified date of the transfer.

17. VEHICLE TRANSFER PROCESS - "TO". During the term of this Assignment, vehicles may transfer TO the CONTRACTOR; due to changes in demand, partial termination of another CONTRACTOR, as specified in the Contract.

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

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

- a. The manufacturer's maintenance schedule has not been met;
- b. The vehicles will not pass any inspection to which it is or will be subject;

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

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

VEHICLE: \_\_\_\_\_

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

PALM TRAN

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# Vehicle Acceptance Form

Vehicle #: \_\_\_\_\_  
VIN # (last 5 digits): \_\_\_\_\_

Mileage: \_\_\_\_\_

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

## **Vehicle Acceptance Document**

Vehicle #: \_\_\_\_\_ Mileage: \_\_\_\_\_

VIN # (last 5 digits): \_\_\_\_\_

Vehicle \_\_\_\_\_ has been assigned to \_\_\_\_\_.

\_\_\_\_ has taken responsibility of this vehicle and hereby agrees that the vehicle meets all Contract requirements and accepts this vehicle "as is." Inspection performed:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

Carrier Representative:

Print: \_\_\_\_\_ Sign: \_\_\_\_\_ Date: \_\_\_\_\_

VEHICLE: \_\_\_\_\_

Vehicle Safety Inspection



Date: \_\_\_/\_\_\_/\_\_\_ Carrier: \_\_\_\_\_ Time: \_\_\_:\_\_\_ AM  
PM Location: \_\_\_\_\_

Vehicle #: \_\_\_\_\_ Vehicle Make/ Model: \_\_\_\_\_ Year: \_\_\_\_\_ Mileage: \_\_\_\_\_

VIN # (last 5 digits): \_\_\_\_\_ License #: \_\_\_\_\_ Vehicle Capacity: Ambulatory \_\_\_\_\_ W/C \_\_\_\_\_

Inspection Type: (circle one) New Vehicle Pre/Post-Trip Annual Accident Incident Random Re-Inspection

Configuration: Lift \_\_\_\_\_ Ramp \_\_\_\_\_ Sedan \_\_\_\_\_

✓ = Pass X = Repair Needed

**Vehicle Exterior**

- \_\_\_ Cleanliness
- \_\_\_ CONNECTION Logo
- \_\_\_ Windshield (No Cracks or Chips)
- \_\_\_ Window Operation/Condition
- \_\_\_ Windshield Wipers/Washer
- \_\_\_ Mirrors
- \_\_\_ Horn
- \_\_\_ Hazards (Flashers)
- \_\_\_ Headlights (High/Low Beam)
- \_\_\_ Turn Signals
- \_\_\_ Parking/Running Lights
- \_\_\_ Brake Lights
- \_\_\_ Back Up Lights/Alarm/Camera
- \_\_\_ Exhaust System, Muffler Strap
- \_\_\_ Fluid Leaks
- \_\_\_ Vehicle Number
- \_\_\_ Lug Nuts (If Missing, Specify Wheel \_\_\_\_\_)
- \_\_\_ Tire Tread Condition & Depth

**Vehicle Interior**

___ Cleanliness	___ Rear View Mirror	___ Fire Suppression System
___ Valid FL Registration	___ First Aid Kit	___ Seat Belts
___ Current Insurance Card	___ Interior Lights	___ Seatbelt Extensions
___ Spill Kit	___ Air Conditioning Temperature (Front A/C)	___ W/C Securement Container/Pouch
___ Speedometer	___ Air Conditioning Temperature (Rear A/C)	___ AVL/MDT (Proper Operation)
___ Communication Device / Radio	___ Engine Warning Lights/Gauges	___ Condition of Floor
___ Seat Condition	___ Emergency Triangles/Flares (3 Secured)	___ Surveillance Cameras
___ Accident & Emergency Procedure Checklist	___ Fire Extinguisher	___ Video Red Light Blinking
___ Steering	___ (Min 5 lb Charged & Mounted w/Gauge)	
___ Service/ Emergency Brakes		
___ Interior Signage: No Smoking	___ Emergency Exit	___ Complaint Information
		___ No Eating or Drinking on Vehicle
		___ Video/Audio Surveillance

**ADA**

___ Brake Interlock System	___ Lift Operation	___ Condition of 3 Point Restraints	___ Lift Manual Pump Handle
___ Lift Roll Stop	___ Condition of W/C 4 Point Tie Downs	___ # of 3 Point Restraints	___ Slip Resistant Steps/Ramp
___ Lift Ramp	___ # of 4 Point W/C Tie Downs	___ # of Blue Loops	___ Web Cutter

\_\_\_ Vehicle **ACCEPTABLE** for Palm Tran Connection service.

\_\_\_ Vehicle **NEEDS TO BE RE-INSPECTED**. Please correct problems within \_\_\_ hours. Contact Palm Tran Connection to schedule re-inspection.  
(may still be used for service)

\_\_\_ Vehicle **NOT IN COMPLIANCE** with Palm Tran Connection. Vehicle cannot be used for Connection service. Once serviced, contact Palm Tran Connection for re-inspection prior to putting vehicle back in service.

COMMENTS/ CONCERNS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Inspection performed by: \_\_\_\_\_ Carrier Representative: \_\_\_\_\_

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Assigned Vehicles

Vehicle Number	Year	Make	Model	VIN Number	Propane / Gasoline	Capacity	Tag #	Vehicle Asset Tag #	Mileage
9701	2019	FORD	TURTLE TOP	1FDFE4FS8KDC26323	Gasoline	10&2	TH1081	10211618	152489
9702	2019	FORD	TURTLE TOP	1FDFE4FSXKDC26324	Gasoline	10&2	TH1082	10211619	175939
9703	2019	FORD	TURTLE TOP	1FDFE4FS1KDC26325	Gasoline	10&2	TH1083	10211620	158157
9704	2019	FORD	TURTLE TOP	1FDFE4FSXKDC27926	Gasoline	10&2	TH1087	10211621	166679
9705	2019	FORD	TURTLE TOP	1FDFE4FS1KDC27927	Gasoline	10&2	TH1085	10211622	171548
9706	2019	FORD	TURTLE TOP	1FDFE4FS3KDC27928	Gasoline	10&2	TH1088	10211623	162517
9707	2019	FORD	TURTLE TOP	1FDFE4FS4KDC29980	Gasoline	10&2	TH1086	10211624	141954
9708	2019	FORD	TURTLE TOP	1FDFE4FS3KDC26326	Gasoline	10&2	TH1084	10211625	141218
9709	2019	FORD	TURTLE TOP	1FDFE4FS7KDC29987	Gasoline	10&2	TH1089	10211626	127242

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**SPECIAL CONTRACT PROVISIONS**

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**EXHIBIT D**  
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This contract or purchase order is funded with Federal assistance awarded by the U.S. Department of Transportation, Federal Transit Administration (FTA) through a Grant Agreement with Palm Beach County and governed by the provisions listed under the Master Grant Agreement, as amended. Therefore, all activities related to this project are subject to the following conditions, which are outlined in greater detail in the Office of Management and Budget Guidance Regulations at 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (FTA) Circular 4220.1F, "Third Party Contracting Guidelines," as amended, and other laws and regulations governing procurement activities for Palm Beach County's programs and projects.

Master Grant Agreement FTA MA (30) dated November 2, 2022:

<https://www.transit.dot.gov/funding/grants/grantee-resources/sample-fta-agreements/fta-master-agreement-version-30-november-2>

Circular 4220.1F Third Party Contracting Guidance:

<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/Third%20Party%20Contracting%20Guidance%20%28Circular%204220.1F%29.pdf>

The Code of Federal Regulations (CFR) website is available at: <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>

If you are unable or unwilling to comply with these conditions or need clarification as to the applicability of an individual requirement, contact the Palm Beach County Purchasing Department.

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**PART A**

**GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION**

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

1. **Prohibited Interest.** No employee, officer, or agent of the County shall participate in the selection, award, or administration of a contract if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent of the County, or any member of his or her immediate family, his or her partner, or an organization which employs, or is about to employ any of the above, has a financial or other interest in the firm selected for award (CONTRACTOR). No the County employee, officer, or agent shall solicit or accept gratuities, favors, or anything of monetary value from any CONTRACTOR, potential CONTRACTOR, or parties to subagreements.

2. **Interest of Members of Congress.** No member of, or delegate to, the Congress of the United States shall be admitted to a share or part of this solicitation or to any benefit arising therefrom.

3. **No Government Obligation to Third Parties.** The CONTRACTOR agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Recipient, CONTRACTOR or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

4. **Program Fraud and False or Fraudulent Statements.**

The CONTRACTOR acknowledges and agrees that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the CONTRACTOR certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the CONTRACTOR further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONTRACTOR to the extent the Federal Government deems appropriate.

The CONTRACTOR also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the CONTRACTOR, to the extent the Federal Government deems appropriate. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

5. **Federal Changes.** The CONTRACTOR shall at all times comply with all applicable FTA regulations, policies, procedures and directives, included without limitation those listed directly or by reference in the Master Agreement, as they may be amended or

**EXHIBIT D**  
**SPECIAL CONTRACT PROVISIONS**

promulgated from time to time during the term of the resulting contract. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

6. Incorporation of Federal Transit Administration (FTA) Terms. The provisions contained in the Special Contract Provisions include, in part, standard terms and conditions required by the U.S. Department of Transportation (USDOT), whether or not expressly set forth in the contract provisions. All contractual provisions required by USDOT, as set forth in FTA Circular 4220.1F, as amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this solicitation. The CONTRACTOR shall not perform any act, fail to perform any act, or refuse to comply with any the County request which would cause the County to be in violation of the FTA terms and conditions. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

7. Access to Records and Site of Performance.

The CONTRACTOR agrees to provide the County, the U.S. Secretary of Transportation or the Secretary's duly authorized representatives, to the Comptroller General of the United States, and the Comptroller General's duly authorized representatives, sufficient access to inspect and audit records and information which are directly pertinent to this solicitation and resulting contract.

- a. Record Retention. The CONTRACTOR will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.
- b. Retention Period. The CONTRACTOR agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The CONTRACTOR shall maintain all books, records, accounts and reports required under this Contract for a period of at not less than five (5) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.
- c. Access to Records. The CONTRACTOR agrees to provide sufficient access to the parties listed above and its CONTRACTORS to inspect and audit records and information related to performance of this contract as reasonably may be required.
- d. Access to the Sites of Performance. The CONTRACTOR agrees to permit the parties listed above and its CONTRACTORS access to the sites of performance under this contract as reasonably may be required.
- e. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

8. Federal Civil Rights Laws and Regulations. The following Federal Civil Rights laws and regulations apply to this solicitation and resulting contract:

- a) Nondiscrimination in Federal Public Transportation Programs. The CONTRACTOR agrees to follow the Nondiscrimination in Federal Public Transportation Programs requirements as they apply to this solicitation, and will:
  - 1) Prohibit discrimination on the basis of race, color, religion, national origin, sex (including gender identity), disability, or age.
  - 2) Prohibit the exclusion from participation in employment or a business opportunity for reasons identified in 49 U.S.C. § 5332,
  - 3) Prohibit the denial of program benefits in employment or a business opportunity identified in 49 U.S.C. § 5332, or
  - 4) Prohibit the discrimination identified in 49 U.S.C. § 5332, including discrimination in employment or a business opportunity identified in U.S.C. § 5332.
  - 5) Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients" to the extent consistent with applicable federal laws, regulations, requirements and guidance, and other applicable federal guidance; but
  - 6) FTA does not require an Indian Tribe to comply with FTA program-specific guidelines for Title VI when administering its Underlying Agreement supported with federal assistance under the Tribal Transit Program.
- b) Nondiscrimination as per Title VI of the Civil Rights Act. The CONTRACTOR agrees to comply with the following Title VI Civil Rights Act requirements as they apply to this solicitation, and will:
  - 1) Prohibit discrimination on the basis of race, color, or national origin,
  - 2) Comply with:
    - i. The Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C § 2000d *et seq.*,
    - ii. U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-

**EXHIBIT D**  
**SPECIAL CONTRACT PROVISIONS**

Effectuation of Title VI of the Civil Rights Act of 1964," 49 C.F.R. part 21, and  
iii. Federal Transit law, specifically 49 U.S.C. § 5332

- 3) Follow the most recent edition of FTA Circular 4702.1, "Title VI Requirements and Guidelines for Federal Transit Administration Recipients," to the extent consistent with applicable federal laws, regulations, requirements, and guidance and,
  - 4) Follow U.S. DOJ, "Guidelines for the enforcement of Title VI, Civil Rights Act of 1964," 28 C.F.R. § 50.3, and
  - 5) Follow all and other applicable federal guidance that may be issued
- c) Equal Employment Opportunity. The CONTRACTOR agrees to, and assures that it will prohibit discrimination based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and will:
- 1) Comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.,
  - 2) Facilitate compliance with Executive Order No. 11246, "Equal Employment Opportunity" September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it in part and is applicable to federal assistance programs,
  - 3) Comply with federal transit law, specifically 49 U.S.C. § 5332, as provided in section 12 of the Master Agreement, MA (26).
  - 4) Comply with FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients," and
  - 5) Follow other federal guidance pertaining to EEO laws, regulations, and requirements, and prohibitions against discrimination on the basis of disability.
  - 6) Specifics. The CONTRACTOR agrees to, and assures that it will:
    - i. Affirmative Action. If required to do so by U.S. DOT regulations (49 C.F.R. part 21) or U.S. Department of Labor regulations (41 C.F.R. chapter 60), take affirmative action that includes, but is not limited to:
      - (A) Recruitment advertising, recruitment, and employment;
      - (B) Rates of pay and other forms of compensation;
      - (C) Selection for training, including apprenticeship, and upgrading; and
      - (D) Transfers, demotions, layoffs, and terminations; but
    - ii. Indian Tribe. Recognize that Title VII of the Civil Rights Act of 1964, as amended, exempts Indian Tribes under the definition of "Employer," and
  - 7) DOL EEO Requirements for Construction Activities. The CONTRACTOR agrees to, and assures that it will comply, when undertaking "construction" as recognized by the U.S. Department of Labor (U.S. DOL), with:
    - i. U.S. DOL regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60; and
    - ii. Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note (30 Fed. Reg. 12319, 12935), as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note.

The CONTRACTOR agrees to include the above clause (Civil Rights) in each subcontract related in whole or in part with this contract.

9. Disadvantaged Business Enterprise (DBE). Palm Tran, as the operator and manager of the County's public transit system, has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26.

The Code of Federal Regulation 49 CFR Part 26 defines a DBE as a for-profit small business concern that is subject to the following requirements:

- a) At least 51% owned by one or more individuals who are both socially and economically disadvantaged or, in the case of a corporation, in which 51% of the stock is owned by one or more such individuals **AND**
- b) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

In order to overcome the effects of discrimination and its past influence on DBEs, in compliance with DOT mandates, PALM TRAN establishes an annual overall goal for DBE participation. Attainment of this goal may be achieved through Race Neutral or Race Conscious means. *Race Neutral* means are aimed at achieving the participation of small businesses in the County's contracts without respect to the gender or race of the owner. A Race Neutral program is one that, while benefiting DBEs, is not solely focused on DBE firms. When the use of Race Neutral means do not substantially contribute towards the overall agency goal for

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DBE participation, PALM TRAN also utilizes Race Conscious means as a method of achieving a "level playing field" for DBEs seeking to participate in federal-aid transportation contracting. *Race Conscious* means are aimed at achieving the desired level of participation among certified DBE firms.

9.1 This contract is being funded, in whole or in part with the Department of Transportation (DOT) financial assistance. Accordingly, it is the policy of the County, to

- a) To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
- b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- c) To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- d) To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- e) To help remove barriers to the participation of DBEs in DOT assisted contracts;
- f) To assist the development of firms that can compete successfully in the market place outside the DBE Program.

9.2 This solicitation is subject to the requirements of 49 CFR Part 26, Participation by Disadvantaged Business Enterprises in Department of Transportation (DOT) Financial Assistance Programs and Palm Beach County Resolution No. R-2014-0869 setting forth the County's Disadvantaged Business Enterprise Program.

9.3 The CONTRACTOR and its subcontractors for this project shall take all necessary and reasonable steps under 49 C.F.R. part 26 to ensure nondiscrimination on the basis of race, color, national origin, or sex in the performance of this contract. The CONTRACTOR shall carry out applicable requirements of 49 CFR part 26 in the award and administration of the work associated with this DOT assisted contract, to ensure nondiscrimination.

Failure by the CONTRACTOR to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding monthly progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the CONTRACTOR from future bidding as non-responsible.

**9.4 Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Participation Goals:**

- a) Palm Beach County encourages the Prime CONTRACTOR to make every attempt to secure a level of SBE/DBE participation that contributes toward the achievement of the overall SBE/DBE goal.

( ) **SBE/DBE Goal Established for this Solicitation:** The bidder shall make a Good Faith Effort to subcontract at least 10% of the dollar value of the total amount of this contract to certified SBE/DBE Subcontractors.

Although all bidders must meet the required bid procedures specified by Palm Beach County, contracts will only be awarded to the bidder who meets either of the following criteria:

- (1) Achieves the SBE/DBE participation goal as specified above

OR

- (2) Submits documentation detailing the Good Faith Efforts made in researching potential SBE/DBE subcontractors **(EXHIBIT 5-E)**.

- (b) **(XX) No DBE Goal Established for this Solicitation:** Palm Tran encourages the bidder to make every attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE) certified by a cognizant agency in the completion of this contract (Race Neutral). The SBE and/or DBE non-mandatory goal for this project is 15%.

The CONTRACTOR agrees to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms (certified by a cognizant agency) are used when possible. The CONTRACTOR also agrees that each subcontractor will facilitate participation by small business owned and controlled by socially and economically disadvantaged individuals, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. We encourage the use of Small Businesses in the general market area Broward, Miami Dade, Palm Beach and neighboring counties, there is no geographic restriction.

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- (c) CONTRACTOR agrees that throughout the term of this Agreement, the services as provided by the firms listed on **Exhibit 5B Schedule of SBE/DBE Participation** shall remain at least at the percentage levels set forth therein.
- (d) CONTRACTOR shall pay its subcontractors and suppliers within thirty (30) days following receipt of payment from the COUNTY, for such subcontracted work or supplies. CONTRACTOR agrees that if it withholds an amount as retainage from its subcontractors or suppliers, that it will release such retainage and pay same within thirty (30) days following receipt of payment of retained amounts from COUNTY, or within thirty (30)) days after the subcontractor has satisfactorily completed its work, whichever shall first occur.
- (e) CONTRACTOR agrees that nonpayment of a subcontractor or supplier shall be a material breach of this Agreement and that COUNTY may, at its option, increase allowable retainage or withhold progress payments unless and until CONTRACTOR demonstrates timely payments of sums due to such subcontractors or suppliers. CONTRACTOR agrees that the presence of a "pay when paid" provision in a subcontract shall not preclude COUNTY's inquiry into allegations of nonpayment. The foregoing remedies shall not be employed when CONTRACTOR demonstrates that failure to pay results from a bona fide dispute with its subcontractor or supplier.
- (f) CONTRACTOR agrees to submit with each pay application a report to County's contract representative (with a copy to Palm Tran's DBE Liaison), on SBE/DBE participation, which should contain a record of payments made to its SBE/DBE subcontractors during the current billing period. CONTRACTOR shall utilize the form attached as **Exhibit 5-C SBE/DBE Utilization Report**. Reports should be submitted with each pay application.
- (g) CONTRACTOR agrees to submit a Final SBE/DBE Participation Report containing the total amount paid to its SBE/DBE subcontractors to County. This report must be submitted with the CONTRACTOR's request for final payment and release of retainage, if applicable. CONTRACTOR shall utilize the form attached as **Exhibit 5-D - Final SBE/DBE Utilization Report**.
- (h) CONTRACTOR shall certify to COUNTY, the amounts paid to each SBE/DBE involved in the project as either a joint venture partner or pursuant to a subcontract with the small businesses. All such certifications shall be signed by both CONTRACTOR and SBEs/DBEs. One of the main purposes of these provisions is to make sure that SBEs/DBEs actually perform work committed to them at contract award.
- (i) CONTRACTOR agrees that failure to provide appropriate certification as to the payment of SBEs/DBEs and participants in the agreement and provide certification in a form acceptable to COUNTY that disadvantaged business participation requirements of the agreement have been met, notwithstanding any other provisions of the Agreement, shall be cause for COUNTY to withhold further payments under the agreement until such time as such certification is received and accepted by COUNTY, and shall not entitle CONTRACTOR to terminate the agreement, to cease work to be performed, or to be entitled to any damages or extensions of time, whatsoever, due to such withholding of payment or delay in work associated thereto.
- (j) CONTRACTOR agrees that it cannot terminate a SBE/DBE subcontractor for convenience and then perform the work with its own forces or its affiliate. If a situation arises that a SBE/DBE subcontractor needs to be replaced or removed from the team, CONTRACTOR must submit a written request to County's contract representative, with a copy to Palm Tran's DBE Liaison with detailed explanation or justification for the submission of such request. Before transmitting to the County's contract representative its request to terminate, the prime CONTRACTOR must give notice in writing to the SBE/DBE of its intent to do so. A copy of this notice must be provided to County's contract representative and Palm Tran's DBE Liaison prior to consideration of the request to terminate. The SBE/DBE will then have five (5) days to respond and advise the County and Palm Tran of why it objects to the proposed termination. If the request is due to a voluntary cessation of the SBE/DBE firm from the team, documentation supporting the voluntary cessation must accompany the request. Requests for substitution or termination of SBE/DBE subcontractors will only be approved on a case-by-case basis provided that reasons cited are properly justified. When an SBE/DBE subcontractor is terminated or fails to complete its work, CONTRACTOR must make good faith efforts to find another SBE/DBE subcontractor to substitute for the original SBE/DBE, and submit such documentation and the name of the new subcontractor to County for approval. Good faith efforts are detailed here in.

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

Sanctions for Noncompliance with SBE/DBE Program Provisions. Failure of the CONTRACTOR to carry out SBE/DBE program provisions shall constitute a breach of the contract for default or such remedy as the County may deem appropriate. The willful making of false statements or providing incorrect information will be referred for appropriate legal action.

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**9.5 SBE/DBE - Contract Compliance Monitoring**

- (a) Compliance monitoring is conducted to determine if CONTRACTOR and/or subcontractors are complying with the requirements of the SBE/DBE Program. Failure of the CONTRACTOR to comply with this provision may result in the COUNTY imposing penalties or sanctions pursuant to the provisions of the DBE regulations at 49 CFR Part 26.
- (b) Contract compliance will encompass monitoring for contract dollar achievement and SBE/DBE CONTRACTOR utilization. Palm Beach County and Palm Tran staff each shall have the authority to audit and monitor all contracts and contract related documents pertaining to activities under this contract. The requirements of the SBE/DBE Program are applicable to the CONTRACTOR, its general CONTRACTORS, third party CONTRACTORS, and subcontractors and suppliers.
- (c) CONTRACTOR shall be responsible for ensuring that proper documentation with regard to its utilization and payment of SBE/DBE subcontractors is maintained at all times and provided to COUNTY as required in section 9.1.

The CONTRACTOR agrees to include the above clause and sub-clauses of Section 9 in each subcontract related in whole or in part with this contract.

**10. Energy Conservation.** The CONTRACTOR agrees to comply with mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

**11. Full and Open Competition.** FTA Circular 4220.1F imposes a prohibition against procurement actions and situations considered restrictive of full and open competition, examples of which include: (a) unreasonable requirements placed on firms in order for them to qualify to do business; (b) unnecessary experience and excessive bonding requirements; (c) noncompetitive pricing practices between firms or between affiliated companies; (d) noncompetitive awards to any person or firms on retainer contracts; (e) organizational conflicts of interest; (f) specification of brand name product requirements, without listing its salient characteristics or allowing "an equal" product to be provided; (g) any arbitrary action in the procurement process; (h) giving or assigning preference to companies providing domestic partnership or similar benefits; and (i) the use of statutorily or administratively imposed in-state or local geographical preferences in the evaluation of bids or proposals, except in those cases where federal statutes expressly mandate or encourage geographic preference (geographic location may be a selection criterion in procurements for architectural and engineering services provided its application leave an appropriate number of qualified firms, given the nature and size of the project, to complete the project).

**12. Termination for Convenience or Default.** If this solicitation is valued at \$10,000 or greater (with the exception of contracts with nonprofit organizations and institutions of higher education, for which the applicable threshold is \$100,000), the County may terminate the contract, in whole or in part, at any time by written notice to the CONTRACTOR when it is in the Government's best interest. The CONTRACTOR shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The CONTRACTOR shall promptly submit its termination claim to the County. If the CONTRACTOR has any property in its possession belonging to the County, the CONTRACTOR will account for the same, and dispose of it in the manner the County directs.

If the CONTRACTOR fails to deliver supplies or to perform the services within the time specified in the contract or any extension, or if the CONTRACTOR fails to comply with any other provisions of the contract, the County may terminate the contract for default. The County shall terminate the contract by default by delivering to the CONTRACTOR a Notice of Termination specifying the nature of the default. The CONTRACTOR will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If the contract is terminated while the CONTRACTOR has possession of County-owned goods, the CONTRACTOR shall, upon direction of the County's contract administrator, protect and preserve the goods until surrendered to the County or its agent. The CONTRACTOR and the County shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause. If, after termination for failure to fulfill contract obligations, it is determined that the CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County.

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

**13. Opportunity To Cure** The COUNTY, in its sole discretion may, in the case of a termination for breach or default, allow CONTRACTOR 10 days in which to cure the defect. In such case, the Notice of Termination will state the time period in which cure is permitted and other appropriate conditions. If CONTRACTOR fails to remedy to the COUNTY'S satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within 10 days after receipt by CONTRACTOR of written

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notice from The COUNTY setting forth the nature of said breach or default, The COUNTY shall have the right to terminate the Contract without any further obligation to CONTRACTOR. Any such termination for default shall not in any way operate to preclude The COUNTY from also pursuing all available remedies against CONTRACTOR and its sureties for said breach or default. Waiver of Remedies for any Breach In the event that The COUNTY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Contract, such waiver by The COUNTY shall not limit The COUNTY'S remedies for any succeeding breach of that or of any other covenant, term, or condition of this Contract.

14. Recycled Products/Solid Wastes. If this solicitation is for items designated in Subpart B, 40 CFR part 247 by the EPA, and the purchaser or CONTRACTOR procures \$10,000 or more of one of these items during the fiscal year or has procured \$10,000 or more of such items in the previous fiscal year using federal funds, the CONTRACTOR agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 USC 6962), including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873. The CONTRACTOR agrees to include the above clause in each subcontract that exceeds \$10,000 related in whole or in part with this contract.

15. Government-wide Debarment and Suspension. (**Exhibit 3**) If this solicitation has a value of \$25,000 or more, this procurement is a covered transaction for purposes of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The CONTRACTOR agrees to comply with, and assures compliance of each third-party CONTRACTOR and subrecipient at any tier, with 49 CFR 29, Subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The CONTRACTOR further agrees to include a provision requiring such compliance in any lower tier covered transaction it enters into.

The CONTRACTOR shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount). The CONTRACTOR shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

- (a) Debarred from participation in any federally assisted Award;
- (b) Suspended from participation in any federally assisted Award;
- (c) Proposed for debarment from participation in any federally assisted Award;
- (d) Declared ineligible to participate in any federally assisted Award;
- (e) Voluntarily excluded from participation in any federally assisted Award; or
- (f) Disqualified from participation in any federally assisted Award.

The Excluded Parties List in System for Award Management (SAM) contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The CONTRACTOR shall search SAM following the directions of **Exhibit 3** to this Attachment. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

16. Federal Tax Liability and Recent Felony Convictions Disclosure the CONTRACTOR shall comply with the requirements of the FTA Master Agreement, as amended, which prohibits transactions with CONTRACTORS that:

- (a) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; or
- (b) Were convicted of a felony criminal violation under any Federal law within the preceding 24 months. The CONTRACTOR shall submit with its bid, the certification required (**Exhibit 4**).

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

17. Dispute Resolution. The COUNTY and the CONTRACTOR intend to resolve all disputes under this Agreement to the best of their abilities in an informal manner. To accomplish this end, the parties will use an Alternative Dispute Resolution process to resolve disputes in a manner designed to avoid litigation. In general, the parties contemplate that the Alternative Dispute Resolution process will include, at a minimum, an attempt to resolve disputes through communications between their staffs, and, if resolution

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is not reached at that level, a procedure for review and action on such disputes by appropriate management level officials within the COUNTY and the CONTRACTOR'S organization.

In the event that a resolution of the dispute is not mutually agreed upon, the parties can agree to mediate the dispute or proceed with litigation. Notwithstanding any provision of this section, or any other provision of this Contract, it is expressly agreed and understood that any court proceeding arising out of a dispute under the Contract shall be heard by a Court de novo and the court shall not be limited in such proceeding to the issue of whether the Authority acted in an arbitrary, capricious or grossly erroneous manner.

Pending final settlement of any dispute, the parties shall proceed diligently with the performance of the Contract, and in accordance with the COUNTY'S direction or decisions made thereof.

Unless otherwise directed by COUNTY, CONTRACTOR shall continue performance under this Contract while matters in dispute are being resolved.

18. Lobbying. CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the certification required by U.S. Department of Transportation regulation, "New Restrictions on Lobbying," 49 CFR Part 20, modified as necessary for 31 USC §1352. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC §1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that federal contract, grant, or award covered by 31 USC §1352. Such disclosures are forwarded from tier to tier up to the County. A certification format is appended as **Exhibit 2**. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

19. Clean Air. The Clean Air requirements apply to all contracts exceeding \$100,000, including indefinite quantities where the amount is expected to exceed \$100,000 in any year. The CONTRACTOR agrees to comply with the Clean Air Act (42 U.S.C. §§ 7401 – 7671q.), as amended-contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401 – 7671q). The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

20. Clean Water. If this solicitation is valued at \$100,000 or more, the CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. The CONTRACTOR agrees to report each violation to the County and agrees that the County will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

21. Fly America. The CONTRACTOR agrees to comply with 49 USC 40118 (the "Fly America" Act) in accordance with the General Services Administration regulations at 41 CFR §§ 301-10.131-301-10.143, which provide that recipients and subrecipients of federal funds and their CONTRACTORS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONTRACTOR shall submit, if a foreign air carrier is used, an appropriate certification or memorandum adequately explaining why service by a U.S. Flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certification of compliance with the Fly America requirements. The CONTRACTOR agrees to include this requirement in all subcontracts that may involve international air transportation.

22. Privacy Act. If this solicitation involves the operation of a transit service or provides transit vehicle maintenance and/or repair services for or on behalf of the County, and drug and alcohol enforcement activities files are organized so that information could be retrieved by personal identifier, the CONTRACTOR agrees to comply with, and assures the compliance of its employees with, information restrictions and other applicable requirements of the Privacy Act of 1974, 5 USC 552a. Among other things, the CONTRACTOR agrees to obtain the express consent of the Federal Government before the CONTRACTOR or its employees operate a system of records on behalf of the Federal Government. The CONTRACTOR understands that the requirements of the Privacy Act, including the civil and criminal penalties for violating the Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract. The CONTRACTOR also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with federal assistance provided by FTA.

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23. Transit Employee Protective Arrangements. The Contractor agrees to comply with applicable transit employee protective requirements as follows:

- a) *General Transit Employee Protective Requirements.* To the extent that FTA determines that transit operations are involved, the Contractor agrees to carry out the transit operations work on this Contract in compliance with terms and conditions determined by the U.S. Secretary of Labor to be fair and equitable to protect the interests of employees employed under this Contract and to meet the employee protective requirements of 49 U.S.C. § 5333(b), and U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the letter of certification from the U.S. DOL to FTA applicable to Palm Tran's grant from which Federal assistance is provided to support work on this Contract. The Contractor agrees to carry out that work in compliance with the conditions stated in that U.S. DOL letter. The requirements of this subsection, however, do not apply to any Contract financed with Federal assistance provided by FTA either for projects for elderly individuals and individuals with disabilities authorized by 49 U.S.C. § 5310(a)(2), or for projects for non-urbanized areas authorized by 49 U.S.C. § 5311. Alternate provisions for those projects are set forth below.
- b) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5310(a)(2) for Elderly Individuals and Individuals with Disabilities. If this Contract involves transit operations financed, in whole or in part, with Federal assistance authorized by 49 U.S.C. § 5310(a)(2), and if the U.S. Secretary of Transportation has determined or determines in the future that the employee protective requirements of 49 U.S.C. § 5333(b) are necessary or appropriate for the state and the public body sub-recipient for which work is performed on this Contract, the Contractor agrees to carry out the project in compliance with the terms and conditions determined by the U.S. Secretary of Labor to meet the requirements of 49 U.S.C. § 5333 (b), U.S. DOL guidelines at 29 C.F.R. Part 215, and any amendments thereto. These terms and conditions are identified in the U.S. DOL's letter of certification to FTA, the date of which is set forth in Palm Tran's grant agreement. The Contractor agrees to perform transit operations in connection with this Contract in compliance with the conditions stated in that U.S. DOL letter.
- c) Transit Employee Protective Requirements for Projects Authorized by 49 U.S.C. § 5311 in Non-urbanized Areas. If this Contract involves transit operations, financed, in whole or in part, with Federal assistance authorized by 49 U.S.C. § 5311, the Contractor agrees to comply with the terms and conditions of the Special Warranty for the Non-urbanized Area Program agreed to by the U.S. Secretaries of Transportation and Labor, dated May 31, 1979, and the procedures implemented by U.S. DOL or any revisions thereto.

The Contractor also agrees to include any applicable requirements in each subcontract involving transit operations financed in whole or in part with Federal assistance provided by FTA.

24. Charter Bus and School Bus Service Requirements – Applies to operational bus service contracts

A. Charter Service Operations The CONTRACTOR agrees to comply with 49 U.S.C. 5323(d) and 49 C.F.R. Part 604, which provides that recipients and subrecipients of FTA assistance are prohibited from providing charter service using federally funded equipment or facilities if there is at least one (1) private charter operator willing and able to provide the service, except under one of the exceptions at 49 C.F.R. 604.9. Any charter service provided under one of the exceptions must be "incidental," i.e., it must not interfere with or detract from the provision of mass transportation.

B. School Bus Operations Pursuant to 49 U.S.C. 5323(f) and 49 C.F.R. Part 605, recipients and subrecipients of FTA assistance may not engage in school bus operations exclusively for the transportation of students and school personnel in competition with private school bus operators unless qualified under specified exemptions. When operating exclusive school bus service under an allowable exemption, recipients and subrecipients may not use federally funded equipment, vehicles, or facilities.

25. Drug and Alcohol Testing Requirements – Applies to operational bus service contracts The CONTRACTOR agrees to establish and implement a drug and alcohol testing program that complies with 49 C.F.R. Part 655, produce any documentation necessary to establish its compliance with Part 655, and permit any authorized representative of the United States Department of Transportation or its operating administrations, any Palm Beach County agency, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process. The CONTRACTOR agrees further to certify annually its compliance with Part 655 when requested by Palm Beach County and to submit the Management Information System (MIS) reports before March 1 annually to Palm Beach County. To certify compliance, the CONTRACTOR shall use the "Substance Abuse Certifications" in the "Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements," which is published annually in the Federal Register. The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

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26. Contract Work Hours and Safety Standards Act Requirements. If the solicitation involves a construction project in excess of \$2,000 or a non-construction project to which the Act applies over \$2,500, and is financed at least partly by loans or grants from the Federal Government, the CONTRACTOR agrees to comply with the Contract Work Hours and Safety Standards Act, codified at 40 USC 3701, et seq. The CONTRACTOR also agrees to include a similar requirement in all subcontracts financed in whole or in part with federal assistance provided by FTA.

**Contract Work Hours and Safety Standards**

- A. Overtime Requirements: No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any work week in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in such work week.
- B. Violation; Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5, the CONTRACTOR and any subcontractor responsible therefore, shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such district or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clauses set forth in subparagraph (b)(1) of 29 CFR Section 5.5 in the sum of \$ 10.00 for each calendar day on which such individual was required or permitted to work in excess of eight hours or in excess of the standard work week of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (b)(1) of 29 CFR Section 5.5.
- C. Withholding for Unpaid Wages and Liquidated Damages: DOT or the County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (b)(2) of 29 CFR Section 5.5.
- D. Nonconstruction Grants: The CONTRACTOR or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the County shall require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the CONTRACTOR or subcontractor for inspection, copying, or transcription by authorized representatives of DOT and the Department of Labor, and the CONTRACTOR or subcontractor will permit such representatives to interview employees during working hours on the job.
- E. Subcontracts: The CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph A. through E. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs A. through E. of this section.

27. Conformance with ITS National Architecture – CONTRACTOR shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg. 1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

28. ADA Access. In the fulfillment of this solicitation and as applicable, the CONTRACTOR agrees to comply with:

- a) The Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities,
- b) The Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., which requires that buildings and public accommodations be accessible to individuals with disabilities,
- c) U.S. DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 C.F.R. part 27 and 37. Notably, DOT incorporated by reference into Appendix A of its regulations at 49 CFR Part 37 the ATBCB's "Americans with

**EXHIBIT D**  
**SPECIAL CONTRACT PROVISIONS**

- d) Disabilities Act Accessibility Guidelines" (ADAAG), which include accessibility guidelines for buildings and facilities. DOT also added specific provisions to Appendix A of 49 CFR Part 37 modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and the DOT amendments, and will certify compliance to the extent required by the regulations. ADA and ABA Accessibility Guidelines for Buildings and Facilities: <http://www.access-board.gov/ada-aba/final.cfm>
- e) U.S. DOJ regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 C.F.R. part 35,
- f) U.S. Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for Persons with Disabilities," 47 C.F.R. part 64, Subpart F, and U.S. ATBCB regulations, "Electronic and Information Technology Accessibility Standards," 36 C.F.R. part 1194.
- g) Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37 and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38 subpart B. Facilities to be used in public transportation service must comply with 42 U.S.C. Sections 12101 *et seq.* and DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37; and Joint ATBCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38. Notably, DOT incorporated by reference the ATBCB's "Americans with Disabilities Act Accessibility Guidelines" (ADAAG), revised July 2004, which include accessibility guidelines for buildings and facilities, and are incorporated into Appendix A to 49 CFR Part 37. DOT also added specific provisions to Appendix A modifying the ADAAG, with the result that buildings and facilities must comply with both the ADAAG and amendments thereto in Appendix A to 49 CFR Part 37.

The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

29. Veterans Employment. As provided by 49 U.S.C. § 5325(k), to the extent practicable, —CONTRACTOR and SubCONTRACTORS working on a capital project funded with federal assistance, agrees and assures that they will give a hiring preference, to the extent practicable, to veterans (as defined in 5 U.S.C. § 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

30. Safe Operation of Motor Vehicles.

a. Seat Belt Use. Pursuant to Executive Order No. 13043, April 16, 1997, 23 U. S. C. § 402, the CONTRACTOR is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned, rented, or personally-operated vehicles and include this provision in any third party subcontracts, leases or similar documents in connection with this project.

b. Distracted Driving, Including Texting While Driving. Consistent with Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. Section 402 note, and DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, FTA encourages each third party contractor to promote policies and initiatives for its employees and other personnel that adopt and promote safety policies to decrease crashes by distracted drivers, including policies to ban text messaging while driving, and to include this provision in any third party subcontract leases or similar documents in connection with this project.

c. Safety. The CONTRACTOR is encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving Company-owned or rented vehicles; Privately-owned vehicles when on official Project related business or when performing any work for or on behalf of the Project; or any vehicle, on or off duty, and using an electronic device.
- (2) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

d. Definitions

- (1) "Driving" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. "Driving" does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.
- (2) "Text Messaging" means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

**EXHIBIT D**  
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The CONTRACTOR agrees to include the above clause in each subcontract related in whole or in part with this contract.

31. **NOTIFICATION TO FEDERAL TRANSIT ADMINISTRATION**

The Palm Beach County Board of County Commissioners (BCC) and Contractor acknowledge and agree that, if a current or prospective legal matter that may affect the Federal Government emerges, The BCC must promptly notify the FTA Chief Counsel and FTA Regional Counsel for the Region in which the BCC is located. The Contractor agrees to include a similar FTA notification requirement in any subcontract related in whole or in part with this contract for any agreement that is a "covered transaction" according to 2 C.F.R. §§ 180.220 and 1200.220.

(1) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason. (2) Matters that may affect the Federal Government include, but are not limited to, the Federal Government's interests in the Award, the accompanying Underlying Agreement, and any Amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements. (3) The BCC must promptly notify the U.S. DOT Inspector General in addition to the FTA Chief Counsel or Regional Counsel for the Region in which the BCC is located, if the BCC has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from the FTA. The notification provision applies if a person has or may have submitted a false claim under the False Claims Act, 31 U.S.C. § 3729 et seq., or has or may have committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bribery, gratuity, or similar misconduct. This responsibility occurs whether the Project is subject to this Agreement or another agreement between Palm Tran and the FTA, or an agreement involving a principal, officer, employee, agent, or Third Party Participant of Palm Tran. It also applies to subcontractors at any tier. Knowledge, as used in this paragraph, includes, but is not limited to, knowledge of a criminal or civil investigation by a Federal, state, or local law enforcement or other investigative agency, a criminal indictment or civil complaint, or probable cause that could support a criminal indictment, or any other credible information in the possession of the Recipient.

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By signing below I confirm that I have read, understand and agree to comply with PART A GENERAL CONDITIONS – APPLICABLE TO THIS SOLICITATION and, PART B ADDITIONAL REQUIREMENTS – CONDITIONAL. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/ STATE/ ZIP CODE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TYPE NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTRACTOR SHALL FULLY COMPLETE INFORMATION AS REQUIRED BY THIS SOLICITATION, INCLUDING THE EXHIBITS. IF APPLICABLE, THE FOLLOWING EXHIBITS AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR RESPONSE NON-RESPONSIVE.

**EXHIBIT 1 – INTENTIONALLY OMITTED NOT APPLICABLE TO THIS CONTRACT**  
BUY AMERICA CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000 AND USE STEEL, IRON & MANUFACTURED PRODUCTS

**EXHIBIT 2**  
RESTRICTIONS ON LOBBYING CERTIFICATION----ONLY APPLICABLE IF CONTRACT IS IN EXCESS OF \$100,000

**EXHIBIT 3**  
SAM (SYSTEM FOR AWARD MANAGEMENT)

**EXHIBIT 4**  
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS DISCLOSURE

**EXHIBIT 5 – 5A-5B-SBE/DBE FORMS and 5E if Applicable**

**EXHIBIT 6 – INTENTIONALLY OMITTED NOT APPLICABLE TO THIS CONTRACT**  
WAGE DETERMINATION ACCEPTANCE

**EXHIBIT 7 – INTENTIONALLY OMITTED NOT APPLICABLE TO THIS CONTRACT**  
WAGE DETERMINATION

**EXHIBIT 8 – INTENTIONALLY OMITTED NOT APPLICABLE TO THIS CONTRACT**  
OPTIONAL FORM WH-347

**EXHIBIT D**  
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 2**  
**RESTRICTIONS ON LOBBYING CERTIFICATION**

**FOR ALL PROCUREMENTS OVER \$100,000 INVOLVING  
CONSTRUCTION/ARCHITECTURAL AND ENGINEERING/ACQUISITION OF ROLLING  
STOCK/PROFESSIONAL SERVICE CONTRACTS/OPERATIONAL SERVICE CONTRACTS/  
TURNKEY CONTRACTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government-wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph 2 herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 USC 1601, et seq.)]
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the undersigned understands and agrees that the provisions of 31 USC A3801, et seq., apply to this certification and disclosure, if any.

<hr/>	<hr/>
(Date)	(Signature)
	<hr/>
	(Print Name)
	<hr/>
	(Title)
	<hr/>
	(Company)

Note: This certification must accompany each bid or offer exceeding \$100,000. Pursuant to 31 USC §3801(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.

**EXHIBIT D**  
**SPECIAL CONTRACT PROVISIONS**

**Exhibit 3**



Exclusion records apply to prime contractors and their subsequent subcontractors through all tiers, for contracts exceeding \$ 25,000. Please print all applicable subcontractor's search record(s) and submit with your bid.

**How do I search for an exclusion?**

**Helpful Information**

**What is SAM?**

The System for Award Management (SAM) is a U.S. Government owned and operated free web site containing entity registration records and exclusion records.

**What is an exclusion?**

Exclusion records identify those parties excluded from receiving certain federal contracts, subcontracts, and financial and non-financial assistance and benefits. These are also commonly known as "suspensions" and "debarments".

**Any Party listed as excluded**

**CAN NOT participate in this Contract**

**Once you search SAM you must provide a copy of your search for each subcontractor with contracts \$25,000 or over.**

**The System will give you the option to "Save PDF", submit those results with your BID/Proposal.**

**Use the following steps to search for an exclusion:**

1. Go to [www.sam.gov](http://www.sam.gov) (No need to Log In or Create a User Account)
2. Select Search Records from the main navigation menu.
3. You can search for exclusion records either via Quick Search or Advanced Search – Exclusions.
4. Quick Search will return both entity registration and exclusion records if there are results matching your search criteria. You can quickly search by the entity's name, DUNS Number, or CAGE Code. (We recommend to also use the vendor's address)  
*NOTE: Individuals are not assigned DUNS Numbers. If you are checking for an exclusion against an individual, search by the individual's name.*
5. Advanced Search – Exclusions gives you three ways to search for exclusion records in SAM using. Select a radio button corresponding to the category header that best describes how you want to search. The accordion will expand to show you the search criteria. You can only use one approach at a time.
  - If you want to search for exclusion records within a certain date range, use the Single Search approach.
  - If you are trying to search for more than one excluded party at a time, you can search for up to six names using the Multiple Names approach.
  - If you choose the SSN/TIN approach, the name and SSN or TIN you enter must match exactly what is contained on an exclusion record for the result to be returned.
6. Always make sure you read the exclusion record carefully. Names can be similar. If you have any doubt whether the exclusion record returned is the party for which you were searching, contact the Excluding Agency which created the exclusion record. There is a link to the Agency Exclusion POC in the record details.

EXHIBIT D  
SPECIAL CONTRACT PROVISIONS

EXHIBIT 4  
FEDERAL TAX LIABILITY AND RECENT FELONY CONVICTIONS  
DISCLOSURE

The CONTRACTOR certifies that:

1. The CONTRACTOR does not have any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
2. The CONTRACTOR was not convicted of the felony criminal violation under any Federal law within the preceding 24 months.
3. The CONTRACTOR agrees to flow this requirement down to all lower tier participants (subcontractors), without regard of the value of any subagreement.

(Date)

(Signature)

(Print Name)

(Title)

(Company)

**EXHIBIT D**  
**SPECIAL CONTRACT PROVISIONS**

**EXHIBIT 5**

**SMALL BUSINESS ENTERPRISE (SBE) / DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

\_\_\_\_\_ The bidder/offeror is committed to a minimum of \_\_\_\_\_ % SBE/DBE utilization on this contract.

\_\_\_\_\_ The bidder/offeror cannot commit to a minimum SBE/DBE utilization on this contract and has submitted a SBE/DBE Unavailability Report (Exhibit 5-E sample) demonstrating good faith efforts in its attempt to obtain participation of certified DBEs and other Small Business Enterprises (SBE).

Name of bidder/offeror's firm: \_\_\_\_\_

By \_\_\_\_\_  
(Signature) (Title)

\_\_\_\_\_  
Print Name

**Contact Information**

Telephone#: \_\_\_\_\_

Email Address: \_\_\_\_\_

EXHIBIT D  
SPECIAL CONTRACT PROVISIONS

To be completed for each SBE/DBE expected to participated in this project  
EXHIBIT 5-A

LETTER OF INTENT

To Utilize Small Business Enterprises (SBE) certified by a cognizant agency and/or Certified Disadvantaged Business Enterprises (DBE) Subcontractors/Subconsultants

From: \_\_\_\_\_  
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: \_\_\_\_\_  
\_\_\_\_\_

In response to Palm Beach County's RLI/Bid No. \_\_\_\_\_, the undersigned hereby agree to utilize as a subcontractor the firm listed below, if awarded the contract. The undersigned further certify that the firm has been contacted and properly apprised of the projected work assignment(s) upon execution of the contract with Palm Beach County.

Name of Firm: \_\_\_\_\_  
(Proposed SBE/DBE Subcontractor/Subconsultant) (Attach copy of SBE/DBE certification)

Expiration of SBE/DBE Certification: \_\_\_\_\_ (Attach copy of SBE/DBE certification)

Projected Work Assignment: Enter description of work assignment \_\_\_\_\_  
\_\_\_\_\_

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \_\_\_\_\_

\_\_\_\_\_  
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary's Signature) (Notary Seal)

-----  
(ACKNOWLEDGEMENT BY THE PROPOSED SBE/DBE FIRM)

The undersigned intends to perform work in connection with the above Contract as (check one)  
\_\_\_\_\_ an individual \_\_\_\_\_ a partnership \_\_\_\_\_ a corporation \_\_\_\_\_ a joint venture. The undersigned agrees with the prime CONTRACTOR's/consultant's proposal and further certifies that all information provided herein is true and correct.

\_\_\_\_\_  
(Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

\_\_\_\_\_  
(Notary's Signature) (Notary Seal)

EXHIBIT D  
SPECIAL CONTRACT PROVISIONS

SCHEDULE OF SBE/DBE PARTICIPATION

EXHIBIT 5-B

(To be submitted with an executed Letter of Intent from each SBE/DBE firm listed in this form)

BID/RLI #:		Contract Amount (Prime CONTRACTOR Total BID/RFP Submittal) \$			
PROJECT NAME:					
PRIME CONTRACTOR:		Contact TELEPHONE #:			
CONTACT PERSON:		Contact Email Address:			

SBE /DBE SubCONTRACTOR	Expiration of Certification	SBE/DBE Contact	Phone	Type of Work To Be Performed	\$	Estimated Sub-Contract Amount
					\$	
					\$	
					\$	
					\$	
					\$	
				Total Estimated Dollar (\$) SBE/DBE Participation	\$	
				SBE/DBE SubCONTRACTOR Participation Percentage (Total estimated amount allocated to SBEs/DBEs divided by Total Prime CONTRACTOR Contract Amount)	%	

The listing of a SBE/DBE shall constitute a representation by the bidder/responder to Palm Beach County that such SBE/DBE has been contacted and properly apprised of the upcoming County project. Bidders/Responders are advised that the information contained herein is subject to verification by Palm Beach County's contract representative, with the concurrence of Palm Tran's DBE Liaison, and that submission of said information is an assertion of its accuracy, per the requirements of the DBE Program (49CFR26.39).

I certify that the above information is true to the best of my knowledge:

Signature	Title	Date
THIS DOCUMENT MUST BE PROVIDED WITH THE SUBMITTAL AND SIGNED BY THE PERSON SIGNING THE SUBMITTAL		

THIS EXHIBIT AND ATTACHMENTS SHALL BE SIGNED AND RETURNED WITH OFFER. FAILURE TO DO SO SHALL RENDER YOUR SUBMITTAL NON-RESPONSIVE

SBE / DBE UTILIZATION REPORT

EXHIBIT 5-C

Report No. \_\_\_\_\_

CONTRACT #:	CONTRACT AMOUNT: \$	DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:	PROJECT COMPLETION DATE:		
PRIME CONTRACTOR:	PERIOD ENDING:		
CONTACT PERSON:	TELEPHONE #:	FAX #	

SUBCONTRACTING INFORMATION

TO BE SUBMITTED WITH EVERY PAY APPLICATION TO COUNTY'S CONTRACT REPRESENTATIVE AND PALM TRAN'S DBE LIAISON (csalazar@pbcgov.org)

SBE / DBE SubCONTRACTOR	Original Agreed Price	Revised Agreed Price	% of Work Completed To Date	Amount Paid This Period	Amount Paid To Date	Gender		Ethnic Category				
						M	F	B	H	A	NA	W

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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Note: The information provided herein is subject to verification by Palm Tran's DBE Liaison.

# FINAL SBE / DBE UTILIZATION REPORT

(To be submitted with the final invoice)

EXHIBIT 5-D

CONTRACT #:		CONTRACT AMOUNT:		DATE FORM SUBMITTED:	
PROJECT DESCRIPTION:				PROJECT COMPLETION DATE:	
PRIME CONTRACTOR:				PERIOD ENDING:	
CONTACT PERSON:				TELEPHONE #: ( )	FAX # ( )

## SUBCONTRACTING INFORMATION

All payments made to SBE/DBE subCONTRACTORs must be reported on this form.

SBE / DBE SubCONTRACTOR	Description of Work	Original Amount (Agreed to Price)	Final Subcontract Amount	Total Amount Paid
	TOTALS:			

I attest that the information submitted in this report is in fact true and correct to the best of my knowledge

Signature	Title	Date
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*Note: The information provided herein is subject to verification by Palm Tran’s DBE Liaison*

**SBE/DBE Unavailability Report – Good Faith Efforts**

BIDDER that submits a SCHEDULE OF SBE/DBE PARTICIPATION, (Exhibit 5C), in which they state they are unable to meet the SBE/DBE Goal, must be able to demonstrate through proper documentation its reasonable good-faith efforts to meet the goal, **if BIDDER wishes to remain eligible for award**. Reasonable efforts as determined by 49 CFR Part 26 – Appendix A to Part 26 – Guidance Concerning Good Faith Efforts, to meet the Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning SBE/DBE participation.
- Timely advertisement in general circulation media, trade association publications, and minority-focus media concerning subcontracting opportunities.
- Timely notification of minority business or contractor groups and associations of solicitation for specific sub-bids.
- Proof of written solicitations to SBE/DBE firms, allowing an adequate amount of time for response and inquiry from interested parties.
- Efforts to select portions of the work proposed to be performed by SBE/DBE in order to increase the likelihood of achieving the stated goal.
- Records of providing interested SBE/DBEs with adequate information about the plans, specifications, scope of work and requirements of the contract.
- Records of discussions with interested SBE/DBEs about the required capabilities of the project and performing a thorough investigation of the SBE/DBEs qualifications to determine inherent competencies.
- Efforts to provide SBE/DBEs that need assistance in obtaining bonding or insurance required by the BIDDER or COUNTY.
- A report submitted by the BIDDER to County, prior to award explaining the Bidder's efforts to obtain SBE/DBE participation. The report shall include the following:
  - A detailed statement of the timely efforts made to negotiate with SBE/DBEs including, at a minimum, the names, addresses and telephone numbers of SBE/DBEs who were invited to bid or otherwise contacted.
  - A description of the information provided to SBE/DBE regarding the plans and specifications for portions of the work to be performed; and a detailed statement of the reasons why additional agreements with SBE/DBE, if needed to meet the stated goal, were not reached.
  - A detailed statement of the efforts made to select portions of the work proposed to be performed by SBE/DBE in order to increase the likelihood of achieving the stated goal.
  - A list of each SBE/DBE that bid on a Subcontract but declared "unqualified" by the BIDDER, a detailed statement of the reasons for the Bidder's conclusion. (Quote too high, not complete, attach explanation)
  - Any additional information on methods used to reach SBE/DBEs and the result.

**Samples:**

-Attach copies of quotes of all SBE/DBEs who quoted but who were not selected.

**METHODS USED TO SOLICIT SBE/DBE PARTICIPATION FOR THIS PROJECT:**

- Email-FAX (identifying each SBE/DBE firm solicited based on each email address/fax number and the associated fax transmission stat log(s). Please be sure email address and fax dates are clearly visible in the print out)
- Telephone (Telephone log showing the name of each SBE/DBE firm contacted, the telephone contact date, and brief notes about each contact, as applicable).
- Mail (Documentation: Include a sample letter and include solicitations which were returned undeliverable) E-mail (attach E-mail copy sent and distribution list) Website address Advertisement placed in/on (attach copy of advertisement(s) referencing specific solicitation items and dates).

SBE / DBE Unavailability Report – Good Faith Efforts

RLI/BID NO. \_\_\_\_\_

\_\_\_\_\_  
(NAME OF PRIME CONTRACTOR)

The undersigned representative of the prime CONTRACTOR, personally appeared before the undersigned officer, authorized to administer oaths who, after being duly sworn, states that the undersigned has contacted the SBEs/DBEs listed below and that said SBEs/DBEs are unavailable to perform or to submit a bid which was not the low acceptable bid set forth, and that the following information regarding SBEs/DBEs subCONTRACTORs is true and correct to the best of his/her knowledge:

- 1. The following SBE/DBE CONTRACTORs were invited to bid subcontract work, but were not available to work.  
(Provide copy of the invitation, dates, List of SBE/DBE, address, and responses.)
- 2. The following SBE/DBE CONTRACTORs were invited to bid subcontract work, but did not respond to the invitation. (Provide copy of the invitation, dates, List of SBEs/DBEs, address)
- 3. The following SBE/DBE CONTRACTORs submitted bids which were not the low acceptable bids. (Provide copy of the responses and your analysis as to why the bids were not acceptable).

If you did not get any responses to your solicitation of SBE/DBE CONTRACTORs, please detail your efforts to recruit eligible firms, i.e., advertising, personal calls, mailing lists, etc. Information provided will be verified. Attach all supporting documents such as newspaper ads, phone lists, mailing lists, etc.

*Your report should include information as detailed in the previous page in Exhibit 5E: SBE/DBE Unavailability Report – Good Faith Efforts*

*(The report should be signed by the same person signing the BID/RFP submittal)*

\_\_\_\_\_  
Signature:  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**APPENDIX A**  
**FEDERAL DRUG-FREE WORKPLACE CERTIFICATION**

The undersigned vendor hereby certifies that it will provide a drug-free workplace program by:

- (1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the offeror's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establishing a continuing drug-free awareness program to inform its employees about:
- (i) The dangers of drug abuse in the workplace;
  - (ii) The offeror's policy of maintaining a drug-free workplace;
  - (iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
  - (iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (3) Giving all employees engaged in the performance of the contract a copy of the statement required by subparagraph (1);
- (4) Notifying all employees, in writing, of the statement required by subparagraph (1), that as a condition of employment on a covered contract, the employee shall:
- (i) Abide by the terms of the statement; and
  - (ii) Notify the employer in writing of the employee's conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or of any state, for a violation occurring in the workplace NO later than five days after such conviction.
- (5) Notifying Palm Beach COUNTY government in writing within ten (10) calendar days after receiving notice under subdivision (4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 calendar days after receiving notice under subparagraph (4) of a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:
- (i) Taking appropriate personnel action against such employee, up to and including termination; or
  - (ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Making a good faith effort to maintain a drug-free workplace program through the implementation of subparagraphs (1) through (6).

\_\_\_\_\_  
(Vendor Signature)

\_\_\_\_\_  
(Print Vendor Name)

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_  
as \_\_\_\_\_

(Name of person who's signature is being notarized)

(Title)

of \_\_\_\_\_ known to me to be the person described herein, (Name of Corporation/Company)

or who produced \_\_\_\_\_ as identification, and who did/did not take an (Type of Identification) oath.

NOTARY PUBLIC:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

My commission expires: \_\_\_\_\_

**APPENDIX B**  
**DISCLOSURE OF OWNERSHIP INTERESTS**

Page 1 of 2

TO: PALM BEACH COUNTY CHIEF OFFICER  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as: ☐ an individual **or**  
☐ the\_of\_\_\_\_\_.  
[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].  
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach COUNTY through its Board of COUNTY Commissioners.

2. Affiant's address is: \_\_\_\_\_  
\_\_\_\_\_

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach COUNTY policy, and will be relied upon by Palm Beach COUNTY and the Board of COUNTY Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT. \_\_\_\_\_  
\_\_\_\_\_, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this\_\_\_\_day of\_\_\_\_\_, 20\_\_\_\_, by  
\_\_\_\_\_, ☐ who is personally known to me or ☐ who has produced  
\_\_\_\_\_ as identification and who did take an oath.

\_\_\_\_\_  
Notary Public

(Print Notary Name)

State of Florida at Large  
My Commission Expires: \_\_\_\_\_

**APPENDIX B**  
**DISCLOSURE OF OWNERSHIP INTERESTS**

**Page 2 of 2**

**DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT**

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

<b>Name</b>	<b>Address</b>
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## **EXHIBIT E**

### **13 (c) Provisions**

ATU Local 1577 has advised the County that paratransit employees, including employees of MV and First Transit's, have certain rights, commonly referred to as 13(c) rights (49USC5333(b)). A copy of each of the following documents pertaining to the 13(c) obligations of the County is attached to this RFP as Attachment 2:

1. July 29, 1975, 13(c) Agreement;
2. July 23, 1975, 13(c) Agreement;
3. Letter of Agreement between Palm Tran, Inc. and ATU Local 1577 dated June 2, 1998, which supplements the July 23 and 29, 1975 13(c) Agreements;
4. Recent U.S. Department of Labor (DOL) certification dated March 25, 2014, for FL-90-X812-REV (Applicant - Palm Beach County);
5. Recent U.S. Department of Labor (DOL) certification dated March 25, 2014, for FL-37-X082 (Applicant – South Florida Regional Transportation Authority (SFRTA); Palm Beach County Recipient of Operating Assistance); and
6. Emails from Dwight Mattingly, ATU Local 1577 President, dated February 13, 2014, and February 21, 2014.

Each proposer is responsible for familiarizing itself with the County's 13(c) documents and applicable 13(c) requirements. The proposer awarded a contract is responsible for compliance with and the implementation of the 13(c) obligations applicable to paratransit operations and employees if any. Accordingly, each proposer is encouraged to review the materials attached to this RFP and all other documents relevant to this matter and to take the information contained therein into account when preparing its proposal. Each proposer is responsible for making all inquiries it deems necessary or appropriate as relevant to the 13(c) obligations and must make its own determination as to the extent to which 49 USC 5333(b) and the County's 13(c) documents apply. The proposer awarded a contract shall be responsible for the implementation of protective arrangements applicable to paratransit workers as required under the County's 13(c) Agreements, 49 USC 5333(b), and the DOL's certifications.

The proposer awarded a contract must conduct its operations and provide services in compliance with the terms and conditions of employment applicable to employees affected by the existing 13(c) agreements, the U.S. Department of Labor's (DOL) certifications under 49 USC 5333(b), 29 CFR Part 215 and all other applicable laws, executive orders, rules and regulations, which may include, but are not limited, to the Federal Transit Act; 49 USC 5333(b), National Labor Relations Act (NLRA), Fair Labor Standards Act (FLSA), Occupational Safety and Health (OSH) Act, Employee Retirement

Income Security Act (ERISA) and all applicable regulations.

The proposer is responsible for determining the applicability of all statutory and regulatory requirements (federal, state, and local) applicable to its employees and workforce, and for timely compliance therewith. Nonexclusive examples include, but are not limited to, the Comprehensive Omnibus Budget Reconciliation Act of 1985 (COBRA), and drug and alcohol testing regulations at 49 CFR Parts 40 and 655, Uniformed Services Employment and Reemployment Rights Act, Employee Polygraph Protection Act (EPPA), Consumer Credit Protection Act (CPCA), Family and Medical Leave Act (FMLA), Worker Adjustment and Retraining Notification Act (WARN), Title VII of the Civil Rights Act of 1964, Pregnancy Discrimination Act, Equal Pay Act of 1964 (EPA), Age Discrimination in Employment Act of 1967 (ADEA), the Americans with Disability Act of 1990 (ADA), Civil Rights Act of 1991, Rehabilitation Act of 1973, and the Genetic Information Nondiscrimination Act of 2008 (GINA), as they may be amended from time to time.

The proposer awarded a contract shall be solely responsible for all costs associated with compliance and/or its failure to comply with any law, executive order, rule, regulation, and the 13(c) obligations of the County. The successful proposer's responsibilities shall include but shall not be limited to its sole responsibility for all fines, assessments, penalties, charges, fees, and all determinations of a court of law or administrative agency arising from and/or related, in any manner whatsoever, to its compliance with or failure to comply with 13(c) requirements, the obligations owed to its paratransit workers, and performance of the contract. Proposers are further advised that the obligations described herein shall be encompassed within the indemnification obligation of any contract awarded under this RFP.

Each proposer shall determine and inform the County of its organizational structure and the manner in which it will operate the paratransit transportation service awarded hereunder. All proposers are reminded of the potential utilization of subcontractors. The proposer selected for the award shall determine the wages, hours, benefits, and other terms and conditions of employment consistent with the RFP. The successful proposer has the prerogative to select members of its workforce. Without impinging upon that prerogative and the rights of the proposer as the sole employer of paratransit workers, the County hereby encourages but does not require the successful proposer to consider paratransit workers from the incumbent paratransit contractor and its subcontractors to fill vacant positions for which such transit workers are qualified.

Insofar as the successful proposer will have the authority to exercise full control and supervision over its employees, including their compensation and discharge, the successful proposer shall be responsible as to all matters relating to the payment of such employees, including compliance with social security, withholding and all other regulations governing such matters.

The successful proposer shall perform all functions and do all things necessary for the management of its employees including, but not limited to, the authority to fix wages, hours, and other terms and conditions of employment; to bargain with its employees or their representatives, and enter into collective bargaining agreements; to establish and enforce rules and regulations concerning the work and conduct of its employees; to establish procedures for and handling and resolution of grievances; to hire, fire, promote,

layoff, supervise; discipline and discharge its employees, and shall perform all of the above whether arising by or under a collective bargaining agreement or otherwise. Nothing in this RFP or the contract between the successful proposer and the County shall be deemed or construed to create an employment or agency relationship between the successful employer's personnel and the County.

Transit Employees Protective Arrangements

1  
Board of County Commissioners  
John Lytal, Chairman  
Guy B. Evert, Vice-Chairman  
Frank P. Kachler  
Morton  
Ballew

County Administrator  
John C. Sanbury



July 26, 1977 —

Honorable Francis X. Burkhardt  
Assistant Secretary of Labor  
U.S. Department of Labor  
5325 - 14th and Constitution Avenue  
Washington, D.C. 20210

RE: UMTA Applications  
Palm Beach County, Florida  
Operating Assistance 1975-76  
Operating Assistance 1976-77

Dear Mr. Burkhardt:

On August 5, 1975, the Board of County Commissioners of Palm Beach County, Florida, officially approved the execution of the Section 13(c) Agreement between the Florida Transit Management, Inc. and the Amalgamated Transit Union. It is our understanding that as of July 29, 1975, the 13(c) Agreement was entered into between Florida Transit Management and Local Division 1267 of the Amalgamated Transit Union, AFL-CIO.

With respect to the above referenced Assistance Grants, which as of this date have not been assigned an ID number, we will agree to placing the following language in the Contract of Assistance between the Department of Transportation and the Palm Beach County Transportation Authority.

The public body agrees that the agreement between Florida Transit Management, Inc. and Amalgamated Transit Union, Division 1267, dated July 29, 1975, incorporated

Transit Employees Protective Arrangements

Board of County Commissioners  
Mike Lytle, Chairman  
Peggy B. Evatt, Vice-Chairman  
Annika P. Kuehler  
Al Medlen  
H. Belling

County Administrator  
John G. Senébory



herein by reference, makes appropriate protective arrangements for the employees of the Corporation, as required by 13(c), whose terms shall be binding upon the Corporation and upon any private successor to the Corporation in the management and operation of the transit system.

In the event the County or other public body of which the County is a party, should undertake the management and operation of the transit system, the County agrees to negotiate with the employees of the Corporation, or their representative, fair and equitable protective arrangements in compliance with 13(c) of the Act, which shall be acceptable to such employees, or if not acceptable, the matter shall be submitted to the Secretary of Labor for his determination.

In the event of a transition from private to public ownership and operation of the transit system, the public body agrees that the employees of the County shall not be deprived of their status and rights as private employees.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Peggy B. Evatt".

Peggy B. Evatt, Chairman  
Board of County Commissioners

PL:cm

## Transit Employees Protective Arrangements

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WHEREAS, the Palm Beach County Transportation Authority of West Palm Beach, Florida ("Public Body"), has filed an application under the Urban Mass Transportation Act of 1964, as amended ("Act"), for an operating assistance grant (EIS-4007) and a capital improvement grant (EIS-0001) to purchase 12 transit buses and other transit-related equipment, as more fully described in the project application ("Project"); and

WHEREAS, the Public Body has contracted for the management and operation of the publicly-owned transit system with Florida Transit Management, Inc. ("Company"), whose employees are represented by Local Division 1267 Merged Transit Union AFL-CIO ("Union"); and

WHEREAS, sections 3(a) (4) and 13(c) of the Act require, as a condition of assistance thereunder, that fair and equitable arrangements be made as determined by the Secretary of Labor "to protect the interests of employees affected by such assistance"; and

WHEREAS, the parties have agreed upon the following arrangements as fair and equitable;

NOW, THEREFORE, it is agreed that in the event this Project is approved for assistance under the Act, the following terms and conditions shall apply:

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not in any way adversely affect employees covered by this agreement.

(2) All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any statute or regulation thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits not previously vested may be modified by collective bargaining and agreement of the operator of the transit system and the Union to substitute rights, privileges and benefits of equal or greater economic value.

(3) The collective bargaining rights of employees represented by the Union, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements shall be preserved and continued. The Company agrees that it will bargain collectively with the Union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreements with the Union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining with a private employer.

(4) Any employee covered by this agreement who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his employment as a result of the Project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges, and benefits as specified in the employee protective arrangements (attached hereto and made a part hereof as Exhibit "A"); provided, however, that nothing in Exhibit "A" shall be deemed to supersede or displace any other provisions of this agreement, and in the event of any conflict or inconsistency between them, the other provisions of this agreement shall prevail.

(5) The Company shall be financially responsible for the application of these conditions and will make the necessary arrangements with the Union to provide for a mutually satisfactory claims handling procedure under this agreement. In the case of an adversely affected employee, the Company will either honor the claim by restoring the claimant to his former position.

# Transit Employees Protective Arrangements

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With full back pay and allowances, or reimbursement to the Union of its basis for failing to honor such claim, giving reasons therefor. In the event the Company fails to honor such claim, the Union may invoke the following procedure for further joint investigation of the claim by giving notice of its desire to pursue such procedures. Within ten (10) days from the receipt by the Company of such notice, the parties shall exchange such factual information as may be available to them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third parties such additional factual information as may be relevant. As soon as practicable thereafter, the parties shall meet and attempt to agree upon the proper disposition of the claim. If no such agreement is reached, and the Company decides to reject the claim, it shall give written notice of its final rejection of the claim, detailing its reasons therefor. In the event the claim is so rejected by the Company, the claim may be processed to arbitration as provided by paragraph (9) of this agreement. Throughout the claims handling and arbitration procedures, the Company or other operator of the transit system shall have the burden of affirmatively establishing that any such deprivation of employment, or other worsening of employment position, has not been a result of the Project, by proving that only factors other than the Project affected the employee.

(5) Any employee in the bargaining unit represented by the Union who has been terminated or laid off for lack of work as a result of the Project shall be granted priority of employment or re-employment to fill any vacant position on the transit system for which he is, or by training or re-training can become, qualified. In the event training or re-training is required by such employment or re-employment, the Company or other operator of the transit system shall provide or provide for such training or re-training at no cost to the employee, and such employee shall be paid, while training or re-training, the salary or hourly wage of his former job classification or the training rate of the classification for which he is training, whichever is higher.

(7) Employees covered by this agreement will be given the first opportunity for employment in any new jobs, included in the bargaining unit or comparable to those included in the bargaining unit, created as a result of the Project for which they are, or by training or re-training can become, qualified. All such jobs shall be filled in accordance with seniority and allocated on a fair and equitable basis under arrangements to be mutually determined by the Company, or other operator of the transit system, and the Union prior to the filling of such jobs, or by arbitration at the request of either party, if such arrangements are not agreed upon prior to such date. The Company or other operator of the transit system will not tender such jobs to any other individual or individuals so long as there are members of the bargaining unit who are qualified, or after a reasonable training period can become qualified, and are willing to bid these jobs.

The Company or other operator of the transit system will give written notice to the Union prior to commencing any new operations which create additional jobs, and the parties shall thereafter meet at mutually agreeable times to negotiate concerning the details of a preferential employment opportunity plan, and the wages, hours, and working conditions for employees assigned to such new operations. Any agreement reached upon such provisions shall be executed by all parties and made a part of this agreement. In the event the parties are unable to agree upon such provisions, the dispute may be submitted to arbitration as hereinafter provided.

(6) In the event the Company contemplates any change in its organization or operations which will result in the dismissal or displacement of employees, or rearrangement of the working forces represented by the Union as a result of the Project, the Company shall give reasonable written notice of such intended change to the Union. Such notice shall contain a full and adequate statement of the proposed changes to be effected, including an estimate of the number of employees of each classification affected by the intended changes. Thereafter, within thirty (30) days from the date of said notice, the Company and the Union shall meet for the purpose of reaching agreement with respect to the application of the terms and conditions of this agreement to the intended changes. Any such change involving a dismissal, displacement, or rearrangement of the working forces represented by the Union shall provide for the selection of forces from the employees represented by the Union on bases

# Transit Employees Protective Arrangements

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Acquired as appropriate for application to the particular case; any designation of employees made necessary by the intended changes shall be made on the basis of an agreement between the Company and the Union. In the event of a failure to agree, the dispute may be submitted to arbitration by either party pursuant to paragraph (9) of this agreement. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §§(2) (f) of the Interstate Commerce Act.

(9) Any labor dispute or controversy regarding the application, interpretation, or enforcement of any of the provisions of this agreement which cannot be settled by the parties hereto within thirty (30) days after the dispute or controversy first arises, may be submitted at the written request of either party to a board of arbitration as hereinafter provided. Each party shall, within ten (10) days, select one member of the arbitration board, and the members thus chosen shall select a neutral member who shall serve as chairman. Should the members selected by the parties be unable to agree upon the appointment of the neutral member within ten (10) days, either party may request the American Arbitration Association to furnish a list of five (5) persons from which the neutral member shall be selected. The parties shall, within five (5) days after receipt of such list, determine by lot the order of elimination, and thereafter the Union and the Company shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral member. The decision by majority vote of the arbitration board shall be final, binding and conclusive, except in the case of a tripartite arbitration, at which time the decision of the neutral member shall control. Each party shall pay the fees and expenses of the arbitrator it selects. The fees and expenses of the third or impartial arbitrator, as well as any other joint expenses incidental to the arbitration, shall be borne equally by the parties. Nothing in this paragraph, or agreement, shall be construed to enlarge or limit the rights of the employees covered by this agreement to utilize, upon expiration of any collective bargaining agreement or otherwise, any economic measures that are not inconsistent or in conflict with the collective bargaining agreement or applicable law.

"The term 'labor dispute' as used herein, shall be broadly construed and shall include, but not be limited to, any controversy arising concerning wages, salaries, hours, working conditions, or benefits, including health and welfare, sick leave, insurance, or pension or retirement provisions, any differences or questions that may arise between the parties, including the making or maintaining of collective bargaining agreements, the terms to be included in such agreements, any grievances that may arise, and any controversy arising out of or by virtue of any of the provisions of this agreement for the protection of employees affected by the Project."

(10) Nothing in this agreement shall be construed as an undertaking by the Union or the employees covered by this agreement to forego any rights or benefits under any other agreement or under any provision of law.

(11) The term "Project", as used in this agreement, shall not be limited to the particular facility assisted by Federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are traceable to the assistance provided, whether they are the subject of the grant contract, reasonably related thereto, or facilitated thereby. The phrase "As a result of the Project" shall, when used in this agreement include events occurring in anticipation of, during, and subsequent to the Project.

(12) All employees represented by the Union shall continue to be employed on the transit system by any successor employer in the management and operation of the transit system and seniority rights of all such employees shall be maintained and continued in accordance with the seniority systems in effect on the date of acquisition of the system by the successor employer. All persons employed under the provisions of this paragraph shall be appointed to comparable positions on the transit system without examination, and such employees shall be credited with their years of service for purposes of seniority, vacations and pensions in accordance with the Company records and applicable collective bargaining agreements. The successor employer shall assume, or arrange for, the assumption of, the obligations of the Company with regard to wages, hours, working conditions, health and welfare, and pension or retirement provisions for employees. No employee of the Company shall suffer any worsening of his wages, seniority, pension, vacation, health and welfare insurance, or any other benefit as a result of the Project.

# Transit Employees Protective Arrangements

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(13) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the insolvency and by or for the Company to manage and operate the system. Any person, enterprise, body, or agency, whether publicly or privately owned, which shall undertake the management or operation of the transit system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(14) The employees in the bargaining unit represented by the Union shall continue to receive coverage under Social Security, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(15) In the event any provision of this agreement is held to be invalid or otherwise unenforceable under the federal, state, or local law, such provision shall be re-negotiated for purpose of adequate replacement under section 13(c) of the Act. If such negotiation shall not result in a mutually satisfactory agreement, either party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in this agreement and any other appropriate action, remedy, or relief.

(16) The Company agrees that before any arrangements are made by the Authority or other public body for the management and operation of the transit system which would have the effect of transferring the employees covered by this agreement from private to public employment, it will negotiate with such employees, or their representatives, a supplemental employee protective arrangement in compliance with section 13(c) of the Act which shall be acceptable to such employees, or if not acceptable, the matter shall be submitted to the Secretary of Labor for his determination.

(17) If this Project is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the Federal Government and the applicant for federal funds, provided, however, that this agreement shall not merge into the contract of assistance, but shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms, nor shall the collective bargaining agreement between the Union and the operator of the transit system merge into this agreement, but each shall be independently binding and enforceable by and upon the parties hereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their respective duly authorized representatives this 29th day of July, 1975.

FLORIDA TRANSIT MANAGEMENT, INC.

By John Pippin  
John Pippin, Resident Manager  
LOCAL DIVISION 1267  
AMALGAMATED TRANSIT UNION AFL-CIO

By Tommy J. Nolta  
Tommy J. Nolta, President

# Transit Employees Protective Arrangements

PRE-66-1000 0000

POLITICS

EXHIBIT "A"

The employee protective arrangements for the Project to which this Exhibit "A" applies shall include the following rights, privileges, and benefits to the extent applicable to any covered employee:

(1) (a) Whenever an employee retained in service is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee" and shall be paid a monthly "displacement allowance", to be determined in accordance with this paragraph. Said displacement allowance shall be paid during the protective period following the date on which the employee is first displaced, so long as the employee is unable, in the normal exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation of the position from which he was displaced.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee and his total time paid for during the last twelve (12) months in which he performed service immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by 12, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be further adjusted to reflect any subsequent wage adjustments increasing employee compensation. If the displaced employee's compensation in his current position is less in any month in which he performs work than the aforesaid average compensation (adjusted to reflect subsequent wage adjustments), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of the average monthly time paid for. It is not intended that the provisions of this paragraph shall affect in any way the retirement or pension or annuity rights and privileges of any employee. If a displaced employee fails to exercise his seniority rights to secure another position available to him, which does not require a change in his place of residence as hereinafter defined, to which he is entitled under the working agreement and which carries a wage rate and compensation exceeding those of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

(2) (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, he shall be considered a "dismissed employee", and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. This dismissal allowance shall be first paid such dismissed employee on the 30th day following the day on which he is "dismissed", and continue payable monthly for the following periods of time:

Employee's length of service prior to adverse effect	Period of payment
1 day to 5 years	equivalent period
5 years or more	6 years

## Transit Employees Protective Arrangements

During the five-year period following the date on which an employee is deprived of employment, the monthly dismissal allowance shall be equivalent to 1/12 of the compensation received by him in the last twelve (12) months of his employment in which he earned compensation (adjusted to reflect subsequent wage adjustments increasing compensation) prior to the date on which he was first deprived of employment as a result of the project.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the project and he is unable to obtain by the exercise of his seniority rights another position; or, when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the project; or, as a result of the exercise of seniority rights by other employees brought about as a result of the project. Any such deprivation of employment which occurs as a result of an agreement reached by arbitration award rendered in accordance with these employee protective arrangements which require a selection from, or reassignment of, the working forces, shall not be deemed to be any less a result of the project by reason of such agreement or award. In the absence of proper notice of an intended change, an agreement or arbitration award specifying arrangements for the selection from, or reassignment of, the working forces, as required by the protective conditions applicable to the project, no employee who has been deprived of employment as a result of the project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

(c) Each employee receiving a dismissal allowance shall keep the public body informed as to his current address and the current name and address of any other person by whom he may be regularly employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of this agreement in said position, if any are due him.

(e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the working agreement, and such employee may be required to return to service of his former employer for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, as hereinafter defined, if his return does not infringe upon the employment rights of other employees under the working agreement.

(f) When an employee who is receiving a dismissal allowance returns to service, said allowance shall cease while he is so reemployed and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of

## Transit Employees Protective Arrangements

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such reemployment, he shall be entitled to all other applicable provisions of this agreement.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment, any benefits received under any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his Union representatives, and his former employer, shall agree upon a procedure by which the Public Body shall be constantly informed of the wages earned by such employee in employment other than with his former employer, and the benefit received.

(h) The dismissal allowance shall cease prior to its normal expiration date, as described in paragraph (2) (a) above, in the event of the failure of the employee without good cause to return to service in accordance with the working agreement by the exercise of his seniority rights to secure an available position in his former classification, or for other reasonably comparable employment for which he is physically and mentally qualified and which does not require a change in his place of residence, as hereinafter defined, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with the working agreement.

(i) In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credit in accordance with the local and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform service in his former position.

(j) No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including without limitation group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Social Security, Workmen's Compensation and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit, in active service or furloughed as the case may be.

(k) No employee shall be entitled to an allowance under paragraphs (1) or (2) hereof because of the abolishment of a position to which, at some future time, he could have bid, been transferred, or promoted.

(l) (a) Any dismissed or displaced employee, who is retained in service or who is later restored to service after being entitled to receive a dismissal or displacement allowance and who is required to change the point of his employment; he is further defined, in order to retain or secure active employment with his employer and is thereby required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the travelling expenses for himself and his immediate family, and for his own personal

# Transit Employees Protective Arrangements

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leave during the time necessary for such work, for not less than a seasonable time thereafter (not to exceed five (5) working days) after in securing a place of residence in his new location; the exact extent of the responsibility of the Public Body under this paragraph, and the way and means of transportation shall be agreed upon in advance between the Public Body and the employees affected or their Union representatives. Claims under this paragraph must be submitted to the Public Body within ninety (90) days after the same are incurred.

(b) If any such employee is furloughed within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Public Body shall assume the expense of moving his household and other personal effects under the provisions of paragraph (a) hereof.

(c) Except as otherwise provided in this paragraph, changes in place of residence, subsequent to the initial changes caused by the action taken pursuant to the Project, which do not result from said action but grow out of the normal exercise of seniority, shall not be considered within the purview of the provisions of this paragraph.

1. (2) (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the Public Body (or who is later restored to service after being entitled to receive a dismissal allowance) and who is required to change the point of his employment by a distance of twenty (20) straight line miles in order to remain or secure active employment with his employer, within his protective period as a result of the Project, and is, thereby, required to move his place of residence; provided, however, that these conditions shall not apply where the change of the point at which the employee is employed results in bringing that point nearer his place of residence.

If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Public Body for any loss suffered in the sale of his home for less than its fair market value, such loss to be paid within thirty (30) days of the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the transaction of sale, so as to be unaffected thereby. The Public Body shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person. It is the intent of this paragraph that the fair market value so determined and to be received by the employee, is not to be reduced by any expenses incident to the closing of the transaction of sale of home, such as loan discount, loan closing costs, preparation of abstract, or deed of sale, and the employee will be made whole for any such expense involved.

If the employee is under a contract to purchase his home, the Public Body shall protect him against loss under such contract and, in addition, shall relieve him from any further obligation thereunder.

(3) If the employee holds an unexpired lease of a dwelling

Transit Employees Protective Arrangements

NY-65-1572, 28-72 PLANTING  
SECTION 13(c) of the Transit Employees Protective Arrangements (13(c) of the  
Transit Employees Protective Arrangements (13(c) of the Transit Employees Protective Arrangements)  
of January 1965, with these amendments: 1. The provisions of this agreement shall apply to each employee as of the date when he was affected.

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OPERATING FOR PALM BEACH COUNTY, INC.  
Department of Airports, Office 5-4402 West Palm Beach, Fla. Telephone (305) 839-4500

April 16, 1979

Mr. Edward Weiss, Counsel  
Department of Labor  
Washington, D.C. 20210

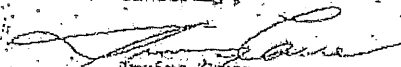
Re: 13 C

Dear Mr. Weiss:

I wish to express that we are amenable to the terms and conditions as specified in the Amalgamated Transit Union letter of July 12, 1978 signed by Mr. D.V. Haroney, Jr.. This is pertinent to Operating Assistance Grant Applications FL-05-4669 and FL05-4070.

Furthermore, Palm Beach County Transportation Authority and Florida Transit Management, Inc. wish to express that we are amenable to the July 12, 1978 letter as it applies and may apply to all future Section 5 Operating Assistance Grant Applications unless notified otherwise.

Sincerely,

  
Irving Duke  
Resident Manager

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## Transit Employees Protective Arrangements

### National Model Agreement Pursuant to Section 13(c) of the Urban Mass Transportation Act of 1964, as Amended

WHEREAS, the Congress recognized in the National Mass Transportation Assistance Act of 1974 that the urban mass transportation industry required operating assistance to maintain service to the public, stimulate ridership and assist communities in meeting their overall development aims; and

WHEREAS, Sections 3(e)(4), 5(n)(1) and 13(c) of the Act require, as a condition of any such assistance, that suitable fair and equitable arrangements be made to protect urban mass transportation industry employees affected by such assistance; and

WHEREAS, the fundamental purpose and scope of this agreement is to establish such fair and equitable employee protective arrangements on a national and uniform basis for application throughout the urban mass transportation industry to those employees and employees represented by the labor organizations signatory hereto; and

WHEREAS, the undersigned American Public Transit Association and the national labor organizations signatory hereto have agreed upon the following arrangements as fair and equitable for application to any urban mass transportation employer ("Recipient") who is a signatory hereto and who has been designated to receive federal operating assistance under the Urban Mass Transportation Act of 1964, as amended ("Act");

NOW, THEREFORE, it is agreed that the following terms and conditions shall apply and shall be specified in any contract governing such federal assistance to the Recipient:

1. The term "Project", as used in this agreement, shall not be limited to the particular facility, service, or operation assisted by federal funds, but shall include any changes, whether organizational, operational, technological, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project" shall, when used in this agreement, include events occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this agreement.
2. The Project, as defined in paragraph (1), shall be performed and carried out in full compliance with the protective conditions described herein.
3. All rights, privileges, and benefits (including pension rights and benefits) of employees covered by this agreement (including employees having already retired) under existing collective bargaining agreements or otherwise, or under any revision or renewal thereof, shall be preserved and continued; provided, however, that such rights, privileges and benefits which are not foreclosed from further bargaining under applicable law or contract may be modified by collective bargaining and agreement by the Recipient and the union involved to substitute other rights, privileges and benefits. Unless otherwise provided, nothing in this agreement shall be deemed to restrict any rights the Recipient may otherwise have to direct the working forces and manage its business as it deems best, in accordance with the applicable collective bargaining agreement.
4. The collective bargaining rights of employees covered by this agreement, including the right to arbitrate labor disputes and to maintain union security and checkoff arrangements, as provided by applicable laws, policies and/or existing collective bargaining agreements, shall be preserved and continued. (NOTE: As an addendum to this agreement, there shall be attached where applicable the arbitration or other dispute settlement procedures or arrangements provided for in the existing collective bargaining agreements or any other existing agreements between the Recipient and the Union, subject to any changes in such agreements as may be agreed upon or determined by interest arbitration proceedings.) Provided, however, that this provision shall not be interpreted so as to require the Recipient to retain any such rights which exist by virtue of a collective bargaining agreement after such agreement is no longer in effect.

The Recipient agrees that it will bargain collectively with the union or otherwise arrange for the continuation of collective bargaining, and that it will enter into agreement with the union or arrange for such agreements to be entered into, relative to all subjects which are or may be proper subjects of collective bargaining. If, at any time, applicable law or contracts permit or grant to employees covered by this agreement the right to utilize any economic measures, nothing in this agreement shall be deemed to foreclose the exercise of such right.

5. (a) In the event the Recipient contemplates any change in the organization or operation of its system which may result in the dismissal or displacement of employees, or rearrangement of the working forces covered by this agreement, as a result of the Project, the Recipient shall do so only in accordance with the provisions of subparagraph (b) hereof. Provided, however, that changes which are not a result of the Project, but which grow out of the normal exercise of seniority rights occasioned by seasonal or other normal schedule changes and regular picking procedures under the applicable collective bargaining agreement, shall not be considered within the purview of this paragraph.
- (b) The Recipient shall give to the union representing the employees affected thereby, at least sixty (60) days' written notice of each proposed change, which may result in the dismissal or displacement of such employees or rearrangement of the working forces as a result of the Project, by sending certified mail notice to the union representatives of such employees. Such notice shall contain a full and adequate statement of the proposed changes, including an estimate of the number of employees affected by the intended changes, and the number and classification of any jobs in the Recipient's employment available to be filled by such affected employees.

At the request of either the Recipient or the representatives of the affected employees, negotiations for the purpose of reaching agreement with respect to application of the terms and conditions of this agreement shall commence immediately. These

Transit Employees Protective Arrangements

negotiations shall include determining the selection of forces from among the employees of other urban mass transportation employers who may be affected as a result of the Project, to establish which such employees shall be offered employment with the Recipient for which they are qualified or can be trained; not, however, in contravention of collective bargaining agreements relating thereto. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit it to arbitration in accordance with the procedures contained in paragraph (15) hereof. In any such arbitration, final decision must be reached within sixty (60) days after selection or appointment of the neutral arbitrator. In any such arbitration, the terms of this agreement are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §5(2)(f) of the Interstate Commerce Act.

6. (a) Whenever an employee, retained in service, recalled in service, or employed by the Recipient pursuant to paragraphs (5), (7) (e), or (16) hereof is placed in a worse position with respect to compensation as a result of the Project, he shall be considered a "displaced employee", and shall be paid a monthly "displacement allowance" to be determined in accordance with this paragraph. Said displacement allowance shall be paid each displaced employee during the protective period following the date on which he is first "displaced", and shall continue during the protective period so long as the employee is unable, in the exercise of his seniority rights, to obtain a position producing compensation equal to or exceeding the compensation he received in the position from which he was displaced, adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) The displacement allowance shall be a monthly allowance determined by computing the total compensation received by the employee, including vacation allowances and monthly compensation guarantees, and his total time paid for during the last twelve (12) months in which he performed compensated service more than fifty per centum of each such month, based upon his normal work schedule, immediately preceding the date of his displacement as a result of the Project, and by dividing separately the total compensation and the total time paid for by twelve, thereby producing the average monthly compensation and the average monthly time paid for. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for. If the displaced employee's compensation in his current position is less in any month during his protective period than the aforesaid average compensation (adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for), he shall be paid the difference, less compensation for any time lost on account of voluntary absences to the extent that he is not available for service equivalent to his average monthly time, but he shall be compensated in addition thereto at the rate of the current position for any time worked in excess of this average monthly time paid for. If a displaced employee fails to exercise his seniority rights to secure another position to which he is entitled under the then existing collective bargaining agreement, and which carries a wage rate and compensation exceeding that of the position which he elects to retain, he shall thereafter be treated, for the purposes of this paragraph, as occupying the position he elects to decline.

- (c) The displacement allowance shall cease prior to the expiration of the protective period in the event of the displaced employee's resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

7. (a) Whenever any employee is laid off or otherwise deprived of employment as a result of the Project, in accordance with any collective bargaining agreement applicable to his employment, he shall be considered a "dismissed employee" and shall be paid a monthly dismissal allowance to be determined in accordance with this paragraph. Said dismissal allowance shall first be paid each dismissed employee on the thirtieth (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

Employee's length of service prior to adverse effect	Period of protection
1 day to 6 years	equivalent period
6 years or more	6 years

The monthly dismissal allowance shall be equivalent to one-twelfth (1/12th) of the total compensation received by him in the last twelve (12) months of his employment in which he performed compensated service more than fifty per centum of each such month based on his normal work schedule to the date on which he was first deprived of employment as a result of the Project. Such allowance shall be adjusted to reflect subsequent general wage adjustments, including cost of living adjustments where provided for.

(b) An employee shall be regarded as deprived of employment and entitled to a dismissal allowance when the position he holds is abolished as a result of the Project, or when the position he holds is not abolished but he loses that position as a result of the exercise of seniority rights by an employee whose position is abolished as a result of the Project or as a result of the exercise of seniority rights by other employees brought about as a result of the Project, and he is unable to obtain another position, either by the exercise of his seniority rights, or through the Recipient, in accordance with subparagraph (e). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (8) hereof, no employee who has been deprived of employment as a result of the Project shall be required to exercise his seniority rights to secure another position in order to qualify for a dismissal allowance hereunder.

- (c) Each employee receiving a dismissal allowance shall keep the Recipient informed as to his current address and the current name and address of any other person by whom he may be regularly employed, or if he is self-employed.

(d) The dismissal allowance shall be paid to the regularly assigned incumbent of the position abolished. If the position of an employee is abolished when he is absent from service, he will be entitled to the dismissal allowance when he is available for service. The employee temporarily filling said position at the time it was abolished will be given a dismissal allowance on the basis of that position, until the regular employee is available for service, and thereafter shall revert to his previous status and will be given the protections of the Agreement in said position, if any are due him.

- (e) An employee receiving a dismissal allowance shall be subject to call to return to service by his former employer after being notified in accordance with the terms of the then-existing collective bargaining agreement. Prior to such call to return to work he

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his employer, he may be required by the Recipient to accept reasonably comparable employment for which he is physically and mentally qualified, or for which he can become qualified after a reasonable training or retraining period, provided it does not require a change in residence or infringe upon the employment rights of other employees under then-existing collective bargaining agreements.

(f) When an employee who is receiving a dismissal allowance again commences employment in accordance with subparagraph (e) above, said allowance shall cease while he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the total period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the protections of this agreement to the extent they are applicable.

(g) The dismissal allowance of any employee who is otherwise employed shall be reduced to the extent that his combined monthly earnings from such other employment or self-employment, any benefits received from any unemployment insurance law, and his dismissal allowance exceed the amount upon which his dismissal allowance is based. Such employee, or his union representative, and the Recipient shall agree upon a procedure by which the Recipient shall be kept currently informed of the earnings of such employee in employment other than with his former employer, including self-employment, and the benefits received.

(h) The dismissal allowance shall cease prior to the expiration of the protective period in the event of the failure of the employee without good cause to return to service in accordance with the applicable labor agreement, or to accept employment as provided under subparagraph (e) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any labor agreement applicable to his employment.

(i) A dismissed employee receiving a dismissal allowance shall actively seek and not refuse other reasonably comparable employment offered him for which he is physically and mentally qualified and does not require a change in his place of residence. Failure of the dismissed employee to comply with this obligation shall be grounds for discontinuance of his allowance; provided that said dismissal allowance shall not be discontinued until final determination is made either by agreement between the Recipient and the employee or his representative, or by final arbitration decision rendered in accordance with paragraph (15) of this agreement and such employee did not comply with this obligation.

8. In determining length of service of a displaced or dismissed employee for purposes of this agreement, such employee shall be given full service credits in accordance with the records and labor agreements applicable to him and he shall be given additional service credits for each month in which he receives a dismissal or displacement allowance as if he were continuing to perform services in his former position.
9. No employee shall be entitled to either a displacement or dismissal allowance under paragraphs (6) or (7) hereof because of the abolishment of a position to which, at some future time, he could have had, been transferred, or promoted.
10. No employee receiving a dismissal or displacement allowance shall be deprived, during his protected period, of any rights, privileges, or benefits attaching to his employment, including, without limitation, group life insurance, hospitalization and medical care, free transportation for himself and his family, sick leave, continued status and participation under any disability or retirement program, and such other employee benefits as Railroad Retirement, Social Security, Workmen's Compensation, and unemployment compensation, as well as any other benefits to which he may be entitled under the same conditions and so long as such benefits continue to be accorded to other employees of the bargaining unit in active service or interrupted as the case may be.
11. (a) Any employee covered by this agreement who is retained in the service of his employer, or who is later restored to service after being entitled to receive a dismissal allowance, and who is required to change the point of his employment in order to retain or secure active employment with the Recipient in accordance with this agreement, and who is required to move his place of residence, shall be reimbursed for all expenses of moving his household and other personal effects, for the traveling expenses for himself and members of his immediate family, including living expenses for himself and his immediate family, and for his own actual wage loss during the time necessary for such transfer and for a reasonable time thereafter, not to exceed five (5) working days. The exact extent of the responsibility of the Recipient under this paragraph, and the ways and means of transportation, shall be agreed upon in advance between the Recipient and the affected employee or his representatives.  
(b) If any such employee is laid off within three (3) years after changing his point of employment in accordance with paragraph (a) hereof, and elects to move his place of residence back to his original point of employment, the Recipient shall assume the expenses, losses and costs of moving to the same extent provided in subparagraph (a) of this paragraph (11) and paragraph (12) (a) hereof.  
(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within ninety (90) days after the date on which the expenses were incurred.  
(d) Except as otherwise provided in subparagraph (b), changes in place of residence, subsequent to the initial change as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
12. (a) The following conditions shall apply to the extent they are applicable in each instance to any employee who is retained in the service of the employer (or who is later restored to service after being entitled to receive a dismissal allowance), who is required to change the point of his employment as a result of the Project, and is thereby required to move his place of residence.  
If the employee owns his own home in the locality from which he is required to move, he shall, at his option, be reimbursed by the Recipient for any loss suffered in the sale of his home for less than its fair market value, plus conventional fees and closing costs, such loss to be paid within thirty (30) days of settlement or closing on the sale of the home. In each case, the fair market value of the home in question shall be determined, as of a date sufficiently prior to the date of the Project, so as to be unaffected thereby. The Recipient shall, in each instance, be afforded an opportunity to purchase the home at such fair market value before it is sold by the employee to any other person and to reimburse the seller for his conventional fees and closing costs.

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- If the employee is under a contract to purchase his home, the Recipient shall protect him against loss under such contract, and in addition, shall relieve him from any further obligation thereunder.
- If the employee holds an unexpired lease of a dwelling occupied by him as his home, the Recipient shall protect him from all loss and cost in incurring the cancellation of said lease.
- (b) No claim for loss shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within one year after the effective date of the change in residence.
- (c) Should a controversy arise in respect to the value of the home, the loss sustained in its sale, the loss under a contract for purchase, loss and cost in securing termination of a lease, or any other question in connection with these matters, it shall be decided through a joint conference between the employee, or his union, and the Recipient. In the event they are unable to agree, the dispute or controversy may be referred by the Recipient or the union to a board of competent real estate appraisers selected in the following manner: one (1) to be selected by the representative of the employee, and one (1) by the Recipient, and these two, if unable to agree within thirty (30) days upon the valuation, shall endeavor by agreement within ten (10) days thereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such agreement, either party may request the State or Local Board of Real Estate Commissioners to designate within ten (10) days a third appraiser, whose designation will be binding upon the parties and whose jurisdiction shall be limited to determination of the issues raised in this paragraph only. A decision of a majority of the appraisers shall be required and said decision shall be final, binding, and conclusive. The compensation and expenses of the neutral appraiser, including expenses of the appraisal board, shall be borne equally by the parties to the proceedings. All other expenses shall be paid by the party incurring them, including the compensation of the appraiser selected by such party.
- (d) Except as otherwise provided in paragraph (11)(b) hereof, changes in place of residence, subsequent to the initial changes as a result of the Project, which are not a result of the Project but grow out of the normal exercise of seniority rights, shall not be considered within the purview of this paragraph.
- (e) "Change in residence" means transfer to a work location which is either (A) outside a radius of twenty (20) miles of the employee's former work location and farther from his residence than was his former work location, or (B) is more than thirty (30) normal highway route miles from his residence and also farther from his residence than was his former work location.
13. (13) A dismissed employee entitled to protection under this agreement may, at his option within twenty-one (21) days of his dismissal, resign and (in lieu of all other benefits and protections provided in this agreement) accept a lump sum payment computed in accordance with section (8) of the Washington Job Protection Agreement of May 1936:
- | Length of Service              | Separation Allowance |
|--------------------------------|----------------------|
| 1 year and less than 2 years   | 3 months' pay        |
| 2 year and less than 3 years   | 6 months' pay        |
| 3 year and less than 5 years   | 9 months' pay        |
| 5 year and less than 10 years  | 12 months' pay       |
| 10 year and less than 15 years | 12 months' pay       |
| 15 year and less than over     | 12 months' pay       |
- In the case of an employee with less than one year's service, five days' pay, computed by multiplying by 5 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied, for each month in which he performed service, will be paid as the lump sum.
- (e) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:
- For the purpose of this agreement, the length of service of the employee shall be determined from the date he last acquired an employment status with the employing carrier and he shall be given credit for one month's service for each month in which he performed any service (in any capacity whatsoever) and twelve (12) such months shall be credited as one year's service. The employment status of an employee shall not be interrupted by furlough in instances where the employee has a right to and does return to service when called. In determining length of service of an employee acting as an officer or other official representative of an employee organization, he will be given credit for performing service while so engaged on leave of absence from the service of a carrier.
- (b) One month's pay shall be computed by multiplying by 30 the normal daily earnings (including regularly scheduled overtime, but excluding other overtime payments) received by the employee in the position last occupied prior to time of his dismissal as a result of the Project.
14. Whenever used herein, unless the context requires otherwise, the term "protective period" means that period of time during which a displaced or dismissed employee is to be provided protection hereunder and extends from the date on which an employee is displaced or dismissed to the expiration of six (6) years therefrom, provided, however, that the protective period for any particular employee during which he is entitled to receive the benefits of these provisions shall not continue for a longer period following the date he was displaced or dismissed than the employee's length of service, as shown by the records and later agreements applicable to his employment prior to the date of his displacement or his dismissal.
15. (15)(a) In the event there arises any labor dispute with respect to the protection afforded by this agreement, or with respect to the interpretation, application or enforcement of the provisions of this agreement, not otherwise governed by Section (12)(c) hereof,

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the Labor-Management Relations Act, as amended, Railway Labor Act, as amended, or by impose resolution provisions in a collective bargaining or protective agreement involving the Recipient and the union, which cannot be settled by the parties thereto within thirty (30) days after the dispute or controversy arises, it may be submitted at the written request of the Recipient or the union to a board of arbitration to be selected as hereinafter provided. One arbitrator is to be chosen by each interested party, and the arbitrators thus selected shall endeavor to select a neutral arbitrator who shall serve as chairman. Each party shall appoint its arbitrator within five (5) days after notice of submission to arbitration has been given. Should the arbitrators selected by the parties be unable to agree upon the selection of the neutral arbitrator within ten (10) days after notice of submission to arbitration has been given, then the arbitrator selected by any party may request the American Arbitration Association to furnish, from among members of the National Academy of Arbitrators who are then available to serve, five (5) arbitrators from which the neutral arbitrator shall be selected. The arbitrators appointed by the parties shall, within five (5) days after the receipt of such list, determine by lot the order of elimination and thereafter each shall, in that order, alternately eliminate one name until only one name remains. The remaining person on the list shall be the neutral arbitrator. If any party fails to select its arbitrator within the prescribed time limit, the highest officer of the Union or of the Recipient or their nominee, as the case may be, shall be deemed to be the selected arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as though all parties had selected their arbitrators. Unless otherwise provided, in the case of arbitration proceedings, under paragraph (5) of this agreement, the board of arbitration shall meet within fifteen (15) days after selection or appointment of the neutral arbitrator and shall render its decision within forty-five (45) days after the hearing of the dispute has been concluded and the record closed. The decision by majority vote of the arbitration board shall be final and binding as the decision of the arbitration board, except as provided in subparagraph (b) below. All the conditions of the agreement shall continue to be effective during the arbitration proceedings.

(b) In the case of any labor dispute otherwise covered by subparagraph (a) but involving multiple parties, or employees of urban mass transportation employers other than those of the Recipient, which cannot be settled by collective bargaining, such labor dispute may be submitted, at the written request of any of the parties to this agreement involved in the dispute, to a single arbitrator who is mutually acceptable to the parties. Failing mutual agreement within ten (10) days as to the selection of an arbitrator, any of the parties involving may request the American Arbitration Association to furnish an impartial arbitrator from among members of the National Academy of Arbitrators who is then available to serve. Unless otherwise provided, in the case of arbitration proceedings under paragraph (5) of this agreement, the arbitrator thus appointed shall convene the hearing within fifteen (15) days after his selection or appointment and shall render his decision within forty-five (45) days after the hearing of the dispute or controversy has been concluded and the record closed. The decision of the neutral arbitrator shall be final, binding, and conclusive upon all parties to the dispute. All the conditions of the agreement shall continue to be effective during the arbitration proceedings. Authority of the arbitrator shall be limited to the determination of the dispute arising out of the interpretation, application, or operation of the provisions of this agreement. The arbitrator shall not have any authority whatsoever to alter, amend, or modify any of the provisions of any collective bargaining agreement.

(c) The compensation and expenses of the neutral arbitrator, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

(d) In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the Recipient's burden to prove that factors other than the Project affected the employee. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee (Hodgson's Affidavit in Civil Action No. 825-713).

(e) Nothing in this agreement shall be construed to enlarge or limit the right of any party to utilize, upon the expiration of any collective bargaining agreement or otherwise, any economic measures which are not inconsistent or in conflict with applicable laws or this agreement.

16. Nothing in this agreement shall be construed as depriving any employee of any rights or benefits which such employee may have under any existing job security or other protective conditions or arrangements by collective bargaining agreement or law where applicable, including P.L. 93-236, enacted January 2, 1974; provided that there shall be no duplication of benefits to any employees; and, provided further, that any benefit under the agreement shall be construed to include the conditions, responsibilities, and obligations accompanying such benefit.
17. The Recipient shall be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee affected as a result of the Project may file a claim through his union representative with the Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project; provided, in the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event; provided, further, that no benefits shall be payable for any period prior to six (6) months from the date of the filing of the claim. Unless such claims are filed with the Recipient within said time limitations, the Recipient shall thereafter be relieved of all liabilities and obligations related to said claims. The Recipient will fully honor the claim, making appropriate payments, or will give notice to the claimant and his representative of the basis for denying or modifying such claim, giving reasons therefor. In the event the Recipient fails to honor such claims, the Union may invoke the following procedures for further joint investigation of the claim by giving notice in writing of its desire to pursue such procedures. Within ten (10) days from the receipt of such notice, the parties shall exchange such factual material as may be requested of them relevant to the disposition of the claim and shall jointly take such steps as may be necessary or desirable to obtain from any third party such additional factual materials as may be relevant. In the event the claim is so rejected by the Recipient, the claim may be processed to arbitration as hereinafter provided by paragraph (15). Prior to the arbitration hearing, the parties shall exchange a list of intended witnesses. In conjunction with such proceedings, the impartial arbitrator shall have the power to subpoena witnesses upon the request of any party and to compel the production of documents and other information desired in the pre-arbitration period which is relevant to the disposition of the claim.

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Nothing included herein as an obligation of the Recipient shall be construed to relieve any other urban mass transportation employer of the employees covered hereby of any obligations which it has under existing collective bargaining agreements, including but not limited to obligations arising from the benefits referred to in paragraph (10) hereof, nor make any such employer a third-party beneficiary of the Recipient's obligations contained herein, nor deprive the Recipient of any right of subrogation.

(18) During the employee's protective period, a dismissed employee shall, if he so requests, in writing, be granted priority of employment to fill any vacant position within the jurisdiction and control of the Recipient, reasonably comparable to that which he held when dismissed, for which he is, or by training or retraining can become, qualified; not, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or re-training to fill such vacant position, the Recipient shall provide for such training or re-training at no cost to the employee. The employee shall be paid the salary or hourly rate provided for in the applicable collective bargaining agreement for such position, plus any displacement allowance to which he may be otherwise entitled. If such dismissed employee who has made such request fails, without good cause, within ten (10) days to accept an offer of a position comparable to that which he held when dismissed for which he is qualified, or for which he has satisfactorily completed such training, he shall, effective at the expiration of such ten-day period, forfeit all rights and benefits under this agreement.

As between employees who request employment pursuant to this paragraph, the following order where applicable shall prevail in hiring such employees:

(a) Employees in the craft or class of the vacancy shall be given priority over employees without seniority in such craft or class;

(b) As between employees having seniority in the craft or class of the vacancy, the senior employees, based upon their service in that craft or class, as shown on the appropriate seniority roster, shall prevail over junior employees;

(c) As between employees not having seniority in the craft or class of the vacancy, the senior employees, based upon their service in the crafts or classes in which they do have seniority as shown on the appropriate seniority rosters, shall prevail over junior employees.

(19) This agreement shall be binding upon the successors and assigns of the parties hereto; and no provisions, terms, or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Recipient to manage and operate the system.

Any such person, enterprise, body, or agency, whether publicly- or privately-owned, which shall undertake the management or operation of the system, shall agree to be bound by the terms of this agreement and accept the responsibility for full performance of these conditions.

(20) The employees covered by this agreement shall continue to receive any applicable coverage under Social Security, Railroad Retirement, Workmen's Compensation, unemployment compensation, and the like. In no event shall these benefits be worsened as a result of the Project.

(21) In the event any provision of this agreement is held to be invalid, or otherwise unenforceable under the federal, State, or local law, in the context of a particular Project, the remaining provisions of this agreement shall not be affected and the invalid or unenforceable provision shall be renegotiated by the Recipient and the interested union representatives of the employees involved for purpose of adequate replacement under §13(c) of the Act. If such negotiation shall not result in mutually satisfactory agreement, any party may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements for application only to the particular Project, which shall be incorporated in this agreement only as applied to that Project, and any other appropriate action, remedy, or relief.

(22) This agreement establishes fair and equitable employee protective arrangements for application only to federal operating assistance Projects under §§5(h) and 5 of the Act and shall not be applied to other types of assistance under §5 or under other provisions of the Act in the absence of further understandings and agreements to that effect.

(23) The designated Recipient, as hereinabove defined, signatory hereto, shall be the sole provider of mass transportation services to the Project and such services shall be provided exclusively by employees of the Recipient covered by this agreement, in accordance with this agreement and any applicable collective bargaining agreement. The parties recognize, however, that certain of the recipient's signatory hereto, providing urban mass transportation services, have heretofore provided such services through contracts by purchase, leasing, or other arrangements and hereby agree that such practices may continue. Whenever any other employer provides such services through contracts by purchase, leasing, or other arrangements with the Recipient, or on its behalf, the provisions of this agreement shall apply.

(24) An employee covered by this agreement, who is not dismissed, displaced, or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced, or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding, shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of this agreement.

(25) If any employer of the employees covered by this agreement shall have rearranged or adjusted its forces in anticipation of the Project, with the effect of depriving an employee of benefits to which he should be entitled under this agreement, the provisions of this agreement shall apply to such employee as of the date when he was so affected.

(26) Any eligible employer not initially a party to this agreement may become a party by serving written notice of its desire to do so upon the Secretary of Labor, the American Public Transit Association, or its designee, and the unions signatory hereto, or their designee. In the event of any objection to the addition of such employer as a signatory, then the dispute as to whether such employer shall become a signatory shall be determined by the Secretary of Labor.

(27) In the context of a particular Project, any other union which is the collective bargaining representative of urban mass transportation employees in the service area of the Recipient, and who may be affected by the assistance to the Recipient within the meaning of 49 U.S.C.A. 1609(c), may become a party to this agreement as applied to the Project, by serving written notice of its desire to do so upon

## Transit Employees Protective Arrangements

the other union representatives of the employees affected by the Project, the Recipient, and the Secretary of Labor. In the event of any disagreement that such labor organization should become a party to this agreement, as applied to the Project, then the dispute as to whether such labor organization shall participate shall be determined by the Secretary of Labor.

(28) This agreement shall be effective and be in full force and effect for the period from November 26, 1974 to and including September 30, 1977. It shall continue in effect thereafter from year to year unless terminated by the A.P.T.A. or by the national labor organizations signatory hereto upon one hundred twenty (120) days' written notice prior to the annual renewal date. Any signatory employer or labor organization may individually withdraw from the agreement effective October 1, 1977, or upon any annual renewal date thereafter, by serving written notice of its intention so to withdraw one hundred twenty (120) days prior to the annual renewal date; provided, however, that any rights of the parties hereto or of individuals established and fixed during the term of this agreement shall continue in full force and effect, notwithstanding the termination of the agreement or the exercise by any signatory of the right to withdraw therefrom. This agreement shall be subject to revision by mutual agreement of the parties hereto at any time, but only after the serving of a sixty (60) days' notice by either party upon the other.

(29) In the event any project to which this agreement applies is approved for assistance under the Act, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Recipient or other applicant for federal funds; provided, however, that this agreement shall not merge into the contract of assistance but shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms, nor shall any other employee protective agreement nor any collective bargaining agreement merge into this agreement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized representatives.

AMERICAN PUBLIC TRANSIT ASSOCIATION  
By: 1st Stephen H. Gates, Jr. and 1st R.B. Stokes 7-23-75

AMALGAMATED TRANSIT UNION, AFL-CIO  
By: 1st D.V. Margrave, Jr. 7-23-75

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO  
By: 1st Matthew G. Goble 7-23-75

RAILWAY LABOR EXECUTIVES ASSOCIATION  
American Railway Supervisors' Association  
American Train Dispatcher's Association  
Brotherhood of Locomotive Engineers  
Brotherhood of Maintenance of Way Employees  
Brotherhood of Railway Signalmen  
Brotherhood Railway Carmen of the United States and Canada  
Brotherhood of Sleeping Car Porters  
Hotel & Restaurant Employees & Bartenders' International Union  
International Association of Machinists & Aerospace Workers  
International Brotherhood of Blacksmiths & Blacksmiths  
International Brotherhood of Electrical Workers  
International Brotherhood of Firemen & Oilers  
International Organization Masters Males & Pits of America  
National Marine Engineers' Beneficial Association  
Railroad Yardmasters of America  
Railway Employees' Department, AFL-CIO  
Seafarers' International Union of North America  
Sheet Metal Workers' International Association  
Transport Workers Union of America  
United Transportation Union

By: 1st J. J. Chamberlain and 1st William J. Hickey 7-31-75

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES  
By: 1st C. L. Dennis 7-31-75

BROTHERHOOD OF LOCOMOTIVE ENGINEERS By: 1st William E. Skjott 7-31-75

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS  
By: 1st John E. Petersen 7-31-75

The GRI Memorandum The GRI Memorandum is a supplemental document to the National (Model) Section 13(c) Agreement.

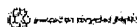
### MEMORANDUM TO THE SECRETARY OF LABOR

The parties have agreed on the following proposals as to administrative use of the national agreement in processing applications for operating assistance under Section 13(c) of the Urban Mass Transportation Act of 1964, as amended.

## Transit Employees Protective Arrangements

1. Immediately upon execution of the agreement by the national officers, they and the Secretary should urge the local parties to sign the agreement as promptly as possible.
2. Local parties who nevertheless elect not to sign the agreement will not be legally bound by it; in processing any cases involving such non-signatory parties, it will be discretionary with the Secretary as to how he will utilize the standards set forth in the national agreement as guidelines. The failure of local parties to sign the agreement may be a factor to be considered by the Secretary in determining whether there are special circumstances under paragraph 5 below. Similarly, the existence of any legal disabilities preventing a recipient from complying with portions of the agreement, or other special questions of application of Section 13(c), may be factors to be considered under paragraph 5.
3. The protective arrangements set forth in the national agreement shall be available to all affected employees and binding on all such employees covered by the agreement.
4. Individual project notices, full documentation, and individual project sign-off procedures, under current practices and policies of the Department of Labor, should continue.
5. Individual project review by the Secretary of Labor shall be given at the request of any interested party, to determine whether special circumstances are presented by the project which require changes in the master agreement or supplemental arrangements, as applied to the particular project.
6. In the event it is determined by the Secretary that changes or supplemental arrangements are required, there should be an opportunity to negotiate such arrangements and changes in accordance with existing case-handling procedures prior to any Secretarial determination of the disputed issues.
7. The scope of the master agreement shall not include federal operating assistance for dial-a-ride, taxi, jitney, van pooling, car pooling, subscription service, or other forms of paratransit services. The master agreement shall similarly not cover or be applied to special operating assistance for projects for the elderly and handicapped.
8. In regard to any other non-covered capital, operating, or demonstration project, the interested parties shall retain their right to individual negotiation of fair and equitable employee protective arrangements for the particular project under existing case-handling procedures wherein the interested parties will determine for themselves whether and to what extent the master agreement shall be made applicable to such project. If no agreement is reached by the parties, the Secretary's regular case-handling procedures shall be utilized.
9. The parties will set up an appropriate standing committee to consult with and assist the Secretary and his staff on problems which arise in the administrative use of the national agreement.

## 113



Accordingly, Palm Tran agrees to the Department's Proposed Terms for Employer Protection Certification (DOL Referral of FTA Grant FL-98X346) set forth in Attachment A to Mr. Newton's May 21, 1998, letter, as

1970-1971 - 1972-1973

supplemented by the terms and conditions of the Letter of Agreement dated June 2, 1998, between Palm Tran, Inc. and ATU Local 1577, a copy of which is attached hereto. The terms and conditions of the Department's Proposed Terms for Employee Protection Certification, as supplemented by said Letter of Agreement, provide protection to the employees represented by ATU which satisfy the requirements of 49 U.S.C. Section 5333(b).

4

Robert Weisman

ΣΥΝΕΧΗΣ ΕΛΕΓΧΟΣ ΤΗΣ ΠΡΟΟΔΟΥ ΤΗΣ ΕΡΕΥΝΑΣ

## Transit Employees Protective Arrangements

Letter of Agreement  
between  
Palm Tran, Inc. and  
Amalgamated Transit Union - A.F.L. of C.I.O. - C.L.C., Local 1577

R98 797 D

THIS LETTER OF AGREEMENT is made and entered into this 2 day of JULY, 1998, by and between Palm Tran, Inc. (referred to herein as "Palm Tran") and Amalgamated Transit Union - A.F.L. of C.I.O. - C.L.C., Local 1577 (referred to herein as "ATU").

Whereas, Palm Tran and ATU each acknowledge that the parties have been engaged in a dispute as to the status of Palm Tran, Inc. and its employees, and are now in agreement that Palm Tran, Inc. is a public employer and that its employees are public employees as defined in Section 447.203, Florida Statutes; and

Whereas, ATU has advised Palm Tran that it intends to immediately register with the Florida Public Employees Relation Commission (FERC) and seek to become the certified bargaining agent for the same bargaining unit that it represented when the unit's employer was Florida Transit Management, Inc. (FTM), the predecessor employer to Palm Tran, Inc.; and

Whereas, Palm Tran has advised ATU that it is satisfied as to the majority status of ATU and the appropriateness of the unit, and that it will voluntarily recognize ATU as the employee organization in accordance with the requirements of Part II of Chapter 447, Florida Statutes; and

Whereas, ATU and Palm Tran will meet to discuss a written contract setting forth the terms and conditions of employment which will reflect the prior tentative agreement negotiated by the parties; provided, however, that Article 47 will be modified to delete the reference to binding interest arbitration and Article 40 will be modified to indicate that the pension plan will be in compliance with federal and Florida law, to the extent applicable, and once agreed to by the parties' representatives, ATU will submit the written contract to its membership for ratification; and

Whereas, the Executive Director of Palm Tran and County Administration have advised ATU that they will submit the written contract to Palm Tran's Board of Directors for ratification and to Palm Beach County's Board of County Commissioners (BCC) for approval, and will recommend that both boards approve the written contract making the terms and conditions effective in accordance with the provisions of the attached Exhibit "A;" and

Whereas, ATU understands that neither the provisions of this Letter of Agreement or the collective bargaining agreement negotiated by the parties' representatives will be binding upon the parties until such agreements have been approved by Palm Tran and the BCC.

Now, therefore, in consideration of the representations, covenants and conditions set forth herein, the parties agree as follows:

## Transit Employees Protective Arrangements

1. That the statements and representations contained in the Preamble to this Letter of Agreement are true and correct and incorporated herein by reference.

2. That ATU has withdrawn the unfair labor practice charges (Case 12-CA-19178 and Case 12-CA-1944) filed with the NLRB and that it will not refile the same or similar charges arising out of the same or similar acts or practices.

3. That Palm Tran and the County will withdraw the Petition for a Declaratory Statement filed with the State of Florida Public Employees Relations Commission seeking a determination as to whether Palm Tran, Inc. was a public employer as defined in Section 447.203(2), Florida Statutes.

4. That any right either party has to binding interest arbitration under the labor management agreement or any 13(c) Agreement shall be applicable and enforceable in accordance with Florida law.

5. That each party will act in good faith to fulfill the representations, terms and conditions of this Letter of Agreement, and that each shall be responsible for its own costs, expenses, and attorney fees.

(Remainder of Page Intentionally Left Blank)

Transit Employees Protective Arrangements

IN WITNESS WHEREOF, the parties hereto have caused this Letter of Agreement to be executed and signed by their duly authorized representatives on the date first written above.

Amalgamated Transit Union,  
Local 1577, A.F.L. - C.I.O. - C.L.C.

By: [Signature]  
Dennis McCabe, President

Palm Tran, Inc. R98 797 D

By: [Signature]  
Burt Axelson, Chairman

Attest:  
Dorothy H. Wilken, Secretary/Treasurer  
or Designee

By: [Signature]  
Louis Guido, Financial Secretary/Treasurer

By: [Signature]  
Deputy Clerk

Validated by ATU Membership:

Date: 4-12-98

By: [Signature]  
Dennis McCabe, President

Attest:

Dorothy H. Wilken, Clerk  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Deputy Clerk

Approved By:

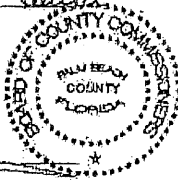
Board of County Commissioners of  
Palm Beach County, Florida

By: [Signature]  
Burt Axelson, Chairman

Date: JUN 2 1998

Approved for form  
and legal sufficiency

[Signature]  
County Attorney



## Transit Employees Protective Arrangements

Transit

### Exhibit "A"

The parties agree, subject to the final approval of the Board of Directors of Palm Tran, Inc. (also referred to as ("Palm Tran") and the Palm Beach County Board of County Commissioners (also referred to as ("BCC"), that the articles of the tentative collective bargaining agreement negotiated by the parties (also referred to herein as "CBA"), will become effective upon the CBA's ratification by Palm Tran and the approval of the BCC (collectively referred to hereinafter as "ratification"), except for those articles set forth below which, upon ratification, will be implemented and given effect as follows:

Article 5 - As soon as practicable.

Article 15 - Upon ratification, except Section 6 of said article which will be implemented and given effect as soon as practicable.

Article 20 - Two (2) full weeks after the last day of work in which the CBA was ratified.

Article 21 - Upon ratification, except Section 8 of said article which will be made retroactive to January 1, 1998.

Article 24 - Within sixty (60) days of ratification.

Article 25 - Within sixty (60) days of ratification.

Article 26 - Within sixty (60) days of ratification.

Article 29 - Upon ratification, except Section 9 of said article which will become effective and implemented within sixty (60) days of ratification.

Article 35 - Within sixty (60) days of ratification.

Article 37 - As soon as practicable. The parties understand that uniforms must be procured under a competitive solicitation (bid) issued by BCC's Purchasing Department.

Article 43 - The first full payroll period occurring after ratification.

Article 44 - Retroactive to the first full pay period following October 1, 1997, as provided herein. The biweekly increase in an employee's wages will appear in his or her payroll check issued for the first full payroll period occurring after

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Transit Employees Protective Arrangements

2/

U.S. Department of Labor

Office of Labor-Management Standards  
Washington, D.C. 20210



March 25, 2014

Jessica Chu  
Legal Department  
Amalgamated Transit Union  
5025 Wisconsin Avenue, NW  
Washington, DC 20016

Bruce M. Smith  
AppersonCrump, PLC  
6070 Poplar Avenue, Sixth Floor  
Memphis, TN 38119-3954

Brett J. Schneider  
Weiss Serota Helfman, Pastoriza Cole & Boniske, P.L.  
200 East Broward Office, Suite 1900  
Fort Lauderdale, Florida 33301

Charles A. Spitulnik  
Kaplan Kirsch Rockwell, LLP  
1001 Connecticut, Ave, N.W. Suite 800  
Washington, DC 20036

Re: RESPONSE TO OBJECTIONS TO  
EMPLOYEE PROTECTION TERMS FOR  
PENDING FTA GRANT APPLICATION  
Palm Beach County Board of County  
Commissioners, Palm Beach County  
Transit  
Capitalized Preventive Maintenance, Real  
Estate Acquisition; Acquire ADP  
Hardware and Software, Misc. Support  
Equipment, Acquire Mobile  
Surv/Security Equipment,  
Rchab/Renovate Admin/Maint Facility,  
Lease Administrative Facility, Purchase  
Radios, Construct Enhanced ADA Access,  
Buy Assoc CAP Maint Items, (10) 40-Ft  
Buses for Expansion, Lease Assoc Cap

- 2 -

Maint Items and Other Security  
Expenditures  
PL-90-X812-REV

Dear Ms. Chu, Mr. Smith, Mr. Schneider, and Mr. Spitulnik:

This is in response to the December 16, 2013, and January 3, 2014, letters from Jessica Chu, counsel for the Amalgamated Transit Union (ATU), Local 1577. The ATU objected to the Proposed Terms for Employee Protection Certification contained in the Department's referral letters of November 29, 2013, and December 19, 2013, for the above referenced Federal Transit Administration grants. Pursuant to Department Guidelines (29 CFR Part 215), the objections were timely received.

The ATU asserts that their objection "raises material issues that may require alternative employee protections" and/or there have been "changes in legal or factual circumstances that may materially affect the rights or interest of employees." 29 C.F.R 215.3(d)(3)(i),(ii).

The ATU objection raises questions as to whether a grantee can continue to receive federal transit funds when a contractor of the grantee has been found by the National Labor Relations Board, and the United States Court of Appeals for the Eleventh Circuit, to have engaged in a continuous violation of employees' right to bargain collectively. Specifically, the ATU asserts that Palm Beach County has an obligation to ensure that its contractor, Metro Mobility, is bound by the terms and conditions of the July 23, 1975 and July 29, 1975 employee protection agreements and complies with the express provisions of such agreements.

The Department has considered these objections and concludes, in accordance with the Guidelines at 29 CFR 215.3, that they are not sufficient.

The Department, as the ATU is aware, is responsible for certifying that the terms and conditions of the applicable protective arrangements satisfy the requirements of 49 U.S.C. 5333(b). The ATU has not provided a convincing argument that the protections are insufficient. The Department has previously determined that a grantee, whether providing service directly, itself or indirectly through a contractor, must ensure that employees will be afforded the protections required by 49 U.S.C. 5333(b). It is Palm Beach County's responsibility to ensure that those with whom it contracts are aware of the 49 U.S.C. 5333(b) obligations and that ultimately, Palm Beach County is responsible for its contractor's fulfillment of those obligations. To the extent that rights under the protective agreement are being or have been violated, ATU has recourse to the

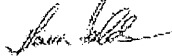
- 3 -

agreement's claims procedure. As to ATU's concern with the contractor's collective bargaining violations, the ATU is appropriately pursuing those issues before the National Labor Relations Board and with the Courts.

The Department, therefore, has proceeded to issue certifications for the projects listed above, copies of which are enclosed.

If you have any questions or need additional information, you may contact me by phone at (202) 693-1046, by fax at (202) 693-1342, or by email at [Fields.Geneva.E@dol.gov](mailto:Fields.Geneva.E@dol.gov).

Sincerely,



Geneva Fields  
Project Representative

Enclosure

cc: Scheryl Portee/FTA  
Jayme Blakesley/FTA  
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit

Transit Employees Protective Arrangements

U.S. Department of Labor

Office of Labor-Management Standards  
Washington, D.C. 20210



March 25, 2014

Yvette Taylor, Regional Administrator  
Federal Transit Administration, Region IV  
61 Forsyth Street, SW, Suite 17T50  
Atlanta, GA 30303

Re: FTA Application(s)  
Palm Beach County Board of County  
Commissioners, Palm Beach County  
Transit  
Capitalized Preventive Maintenance; Real  
Estate Acquisition<sup>1</sup>, Acquire ADP  
Hardware and Software, Misc. Support  
Equipment, Acquire Mobile  
Surv/Security Equipment,  
Rehab/Renovate Admin/Maint Facility,  
Lease Administrative Facility, Purchase  
Radios, Construct Enhanced ADA  
Access, Buy Assoc CAP Maint Items,  
(10) 40-Ft Buses for Expansion, Lease  
Assoc Cap Maint Items and Other  
Security Expenditures  
FL-90-X812-REV

Dear Ms. Taylor:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

In connection with a previous grant application, Palm Tran Inc., successor to the Florida Transit Management, Inc., and Amalgamated Transit Union Local 1577 (ATU) became party to the agreement executed on July 23, 1975, by the American Public Transit Association and transit employee labor organizations. In addition, the parties have agreed that paragraph (9) of their July 29, 1975 Section 13(c) agreement, executed in connection with an earlier grant

<sup>1</sup> To correct the caption in the DOL's Referral dated December 19, 2013. The ATU's letter dated January 3, 2014, refers to real estate acquisition which should have been capital assistance instead of operating assistance.

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application, shall be included as the addendum to the July 23, 1975 agreement pursuant to paragraph (4) thereof, and also that the July 23, 1975 agreement shall be supplemented by a letter dated July 26, 1977, from the Palm Beach County Board of County Commissioners. The terms and conditions of the July 23, 1975 agreement, as supplemented, provide protections to employees represented by the union which satisfy the requirements of 49 U.S.C., Section 5333(b) for capitalized preventive maintenance costs.

The parties, furthermore, have agreed that the terms and conditions of their agreement dated July 29, 1975, as supplemented by the letter dated July 26, 1977, from the Palm Beach County Board of County Commissioners shall be made applicable to the capital assistance portion of the instant project. This agreement, executed in connection with a previous grant application, provides to employees represented by the union protections satisfying the requirements of 49 U.S.C., Section 5333(b).

In addition, the parties have provided the Department of Labor with a "Letter of Agreement" ratified by ATU Local 1577 on April 19, 1998, and approved by Palm Tran, Inc. and the Board of County Commissioners of Palm Beach County on June 2, 1998, copies of which were transmitted to the Department by Robert Weisman, President of Palm Tran and County Administrator and by Robert A. Molofsky, General Counsel, of the ATU International. The Letter of Agreement addresses issues stemming from the acquisition of the transit system from Florida Transit Management and its operation by Palm Tran, a not-for-profit corporation created by the Palm Beach County Board of County Commissioners. The Agreement is intended by the parties to supplement the protective arrangements referenced above.

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the instant project on condition that:

1. This letter and the terms and conditions of the agreement dated July 23, 1975, as supplemented, shall be made applicable to the operating portion of the instant project and made part of the contract of assistance, by reference;
2. This letter and the terms and conditions of the agreement dated July 29, 1975, as supplemented, shall be made applicable to the capital portion of the instant project and made part of the contract of assistance, by reference;
3. The term "project" as used in the agreements of July 23, 1975 and July 29, 1975, as supplemented, shall be deemed to cover and refer to the operating and

- 3 -

capital portions, respectively, of the instant project;

3. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and Palm Beach County Board of County Commissioners, and the parties to the contract so signify by executing that contract. Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s). Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;
4. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
5. Employees of mass transportation providers in the service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the union(s) under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute

- 4 -

involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

Sincerely,

*Ann Comer*

Ann Comer, Chief  
Division of Statutory Programs

cc: Scheryl Portee/FTA  
Jayme Blakesley/FTA  
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit  
Jessica Chu/ATU

Transit Employees Protective Arrangements

5

U.S. Department of Labor

Office of Labor-Management Standards  
Washington, D.C. 20210



March 25, 2014

Jessica Chu  
Legal Department  
Amalgamated Transit Union  
5025 Wisconsin Avenue, NW  
Washington, DC 20016

Bruce M. Smith  
AppersonCrump, PLC  
6070 Poplar Avenue, Sixth Floor  
Memphis, TN 38119-3954

Brett J. Schneider  
Weiss Scrota Helfman, Pastoriza Cole & Boniske, P.L.  
200 East Broward Office, Suite 1900  
Fort Lauderdale, Florida 33301

Charles A. Spitulnik  
Kaplan Kirsch Rockwell, LLP  
1001 Connecticut, Ave, N.W. Suite 800  
Washington, DC 20036

Re: RESPONSE TO OBJECTIONS TO  
EMPLOYEE PROTECTION TERMS FOR  
PENDING FTA GRANT APPLICATION  
**South Florida Regional Transit  
Authority**  
Operating Assistance  
**Branches Ways to Work - Branches, Inc.**  
Operating Assistance  
**City of Opa-locka**  
Operating Assistance  
**City of Fort Lauderdale**  
Operating Assistance; Buy (1) 35-Ft  
Replacement Bus  
**City of Lauderhill**  
Operating Assistance  
**City of West Palm Beach**

- 2 -

Operating Assistance  
**Palm Beach County Board of  
Commissioners-Palm Beach County  
Transit**  
Operating Assistance  
FL-37-X082

Dear Ms. Chu, Mr. Smith, Mr. Schneider, and Mr. Spitulnik:

This is in response to the December 16, 2013, and January 3, 2014, letters from Jessica Chu, counsel for the Amalgamated Transit Union (ATU), Local 1577. The ATU objected to the Proposed Terms for Employee Protection Certification contained in the Department's referral letters of November 29, 2013, and December 19, 2013, for the above referenced Federal Transit Administration grants. Pursuant to Department Guidelines (29 CFR Part 215), the objections were timely received.

The ATU asserts that their objection "raises material issues that may require alternative employee protections" and/or there have been "changes in legal or factual circumstances that may materially affect the rights or interest of employees." 29 C.F.R. 215.3(d)(3)(i),(ii).

The ATU objection raises questions as to whether a grantee can continue to receive federal transit funds when a contractor of the grantee has been found by the National Labor Relations Board, and the United States Court of Appeals for the Eleventh Circuit, to have engaged in a continuous violation of employees' right to bargain collectively. Specifically, the ATU asserts that Palm Beach County has an obligation to ensure that its contractor, Metro Mobility, is bound by the terms and conditions of the July 23, 1975 and July 29, 1975 employee protection agreements and complies with the express provisions of such agreements.

The Department has considered these objections and concludes, in accordance with the Guidelines at 29 CFR 215.3, that they are not sufficient.

The Department, as the ATU is aware, is responsible for certifying that the terms and conditions of the applicable protective arrangements satisfy the requirements of 49 U.S.C. 5333(b). The ATU has not provided a convincing argument that the protections are insufficient. The Department has previously determined that a grantee, whether providing service directly, itself or indirectly through a contractor, must ensure that employees will be afforded the protections required by 49 U.S.C. 5333(b). It is Palm Beach County's responsibility to ensure that those with whom it contracts are aware of the 49 U.S.C. 5333(b) obligations and that ultimately, Palm Beach County is responsible for its

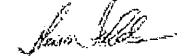
- 3 -

contractor's fulfillment of those obligations. To the extent that rights under the protective agreement are being or have been violated, ATU has recourse to the agreement's claims procedure. As to ATU's concern with the contractor's collective bargaining violations, the ATU is appropriately pursuing those issues before the National Labor Relations Board and with the Courts.

The Department, therefore, has proceeded to issue certifications for the projects listed above, copies of which are enclosed.

If you have any questions or need additional information, you may contact me by phone at (202) 693-1046, by fax at (202) 693-1342, or by email at [Fields.Geneva.E@dol.gov](mailto:Fields.Geneva.E@dol.gov).

Sincerely,



Geneva Fields  
Project Representative

Enclosure

cc: Scheryl Portec/FTA  
Jaymo Blakesley/FTA  
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit  
Carla D. McKeever/South Florida RTA  
Bryan K. Finnie/City of Opa-locka  
Jane Sullivan/City of Lauderhill  
MaryAnn Slough/City of Ft. Lauderdale  
Mina Samadi/City of Ft. Lauderdale  
Christopher Zachritz/City of West Palm Beach  
Lee Saunders/c/o William Wilkinson-AFMSCF  
James P. Hoffa- c/o Eileen Smith/IBT  
Jerome Lafragola/c/o Shavon Gibson/TWU  
Bonnie Morr-c/o Cara McGint /UTU  
Greg Blackman-Government Supervisor Association of Florida  
James Casey-Esquire Law Offices of Slesnick & Casey, LLP  
J. W. Johnson, President/Transport Workers Union, Local 291  
Ray Cobb/IBEW  
David L Neigus/IAM  
Elizabeth A. Ruma and Stephanie Fagan  
Guerrieri, Clayman, Bartos & Parcelli, PC  
Representing: Transportation-Communications International Union  
and International Association of Machinists and Aerospace Workers

- 4 -

Richard Edelman/O'Donnell, Schwartz & Anderson, P.C.  
Barbara Zibordi ([hzibordi@odsalaaw.com](mailto:hzibordi@odsalaaw.com))  
Richard Edelman ([redelman@odsalaaw.com](mailto:redelman@odsalaaw.com))  
Kelly Beck ([kbeck@odsalaaw.com](mailto:kbeck@odsalaaw.com))

Representing:  
American Train Dispatchers Association  
Brotherhood of Maintenance of Way Employees Division/IBT  
Brotherhood of Railway Signalmen  
International Brotherhood of Boilermakers and Blacksmiths  
National Council of Firemen and Oilers/SEIU  
Sheet Metal Workers International Association  
Transport Workers Union of America (rail/Bus only)  
Brotherhood of Locomotive Engineers (BLE-T)/IBT

U.S. Department of Labor

Office of Labor-Management Standards  
Washington, D.C. 20210



March 25, 2014

Yvette Taylor, Regional Administrator  
Federal Transit Administration, Region IV  
61 Forsyth Street, SW, Suite 17T50  
Atlanta, GA 30303

Re: FTA Application(  
**South Florida Regional Transit  
Authority**  
Operating Assistance  
**Branches Ways to Work -Branches,  
Inc.**  
Operating Assistance  
**City of Opa-locka**  
Operating Assistance  
**City of Fort Lauderdale**  
Operating Assistance; Buy (1) 35-Ft  
Replacement Bus  
**City of Lauderhill**  
Operating Assistance  
**City of West Palm Beach**  
Operating Assistance  
**Palm Beach County Board of  
Commissioners-Palm Beach County  
Transit**  
Operating Assistance  
**FL-37-X082**

Dear Ms. Taylor:

This is in reply to the request from your office that we review the above-captioned application for a grant under Title 49 of the U.S. Code, Chapter 53.

**South Florida Regional Transit Authority**

The South Florida Regional Transit Authority (formerly known as the Tri-County Commuter Rail Authority), the Amalgamated Transit Union (ATU) Locals 1267 and 1577, the United Transportation Union (UTU), and the Transportation Communications International Union (TCU) have previously agreed to become party to the agreement executed on July 23, 1975, by the

American Public Transit Association and transit employee labor organizations. The terms and conditions of the July 23, 1975 agreement provide protections to employees represented by the unions, which satisfy the requirements of 49 U.S.C., Section 5333(b) for the operating component of the instant projects.

The SFRTA and the Transport Workers Union (TWU) executed an agreement on December 6, 1991, and December 12, 1991, respectively. Veolia Transportation, as the successor to Herzog Transit Services, Inc., is bound to the terms of the agreement executed by Herzog, the SFRTA, and the International Brotherhood of Teamsters (IBT) on August 11, 1995, August 16, 1995 and August 3, 1995, respectively. The SFRTA and the International Association of Machinists and Aerospace Workers (IAM), the Railway Labor Executives' Association (RLEA)<sup>1</sup> and others, executed an agreement on April 9, 1992, April 10, 1992, and April 14, 1992. These agreements provide protections to employees represented by the unions which satisfy the requirements of 49 U.S.C., Section 5333(b) for the operating component of instant projects.

In addition, the January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of the Federal transit law, 49 U.S.C., Section 5333(b). The employees in the service area of the South Florida Regional Transportation, represented by the Amalgamated Transit Union, Local 1700 (ATU), shall be considered third party beneficiaries in accordance with condition three below. The South Florida Regional Transportation by executing the Department of Transportation's (DOT) contract of assistance accepts the terms and conditions of the UPA.

In connection with a previous grant application, the parties listed below have executed agreements that provide to the employees represented by the unions protections satisfying the requirements of 49 U.S.C., Section 5333(b). The parties, furthermore, have agreed that the terms and conditions of the following agreements shall be made applicable to the capital assistance portion of the instant projects. These agreements executed in connection with a previous grant application provide to employees represented by the unions, protections satisfying the requirements of 49 U.S.C., Section 5333(b):

The South Florida Regional Transportation Authority

---

<sup>1</sup> The RLEA has been disbanded. Employees represented by the various unions formerly affiliated with the RLEA will be referred an application and continue to be covered by the April 1992 Agreement, executed by the RLEA on behalf of these unions, and the SFRTA (which has succeeded the TCCRA). These unions include the American Train Dispatchers Department/BLF, Brotherhood of Maintenance of Way Employees, Brotherhood of Railway Signalmen, International Brotherhood of Boilermakers and Blacksmiths, National Conference of Firemen and Oilers/SEIU, Sheet Metal Workers International Association, Transport Workers Union of America (rail division only), Hotel and Restaurant Employees, Brotherhood of Locomotive Engineers, and International Brotherhood of Electrical Workers.

SFRTA (formerly known as Tri-County Commuter Rail Authority (TCCRA)), and the Amalgamated Transit Union (ATU) Locals 1577 and 1267 executed an agreement on December 11, 1991, December 21, 1991, and January 23, 1992, respectively.

SFRTA and the Railway Labor Executives' Association (RLEA) on behalf of certain unions, and the International Association of Machinists and Aerospace Workers (IAM) executed an agreement on April 9, 1992, April 10, 1992, and April 14, 1992, respectively.

SFRTA and the United Transportation Union (UTU) executed an off site service area agreement on April 6, 1992, and April 3, 1992, respectively.

SFRTA and the Transport Workers Union (TWU) executed an agreement on December 6, 1991, and December 12, 1991, respectively.

SFRTA, UTDC Transit Services, Inc. (UTDCTS), and the UTU executed an agreement on April 6, 1992, April 8, 1992, and April 3, 1992, respectively.

SFRTA, Veolia Transportation, as the successor to Herzog Transit Services, Inc. is bound to the terms of the agreement executed by Herzog, SRTA and the International Brotherhood of Teamsters (IBT) on August 11, 1995, August 16, 1995, and August 3, 1995, respectively.

SFRTA and the Transportation Communications International Union (TCU) executed an agreement on May 12, 1993, and May 26, 1993, respectively.

**City of Opa-locka**

The January 3 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of **City of Opa-locka**, represented by the ATU Locals 1577 and 1267, UTU, IAM, TCU, TWU, GSAF, and IBT, shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant. The City of Opa-locka accepts the terms and conditions of the UPA.

**City of Fort Lauderdale**

The January 3, 2011 Unified Protective Arrangement (UPA) provides to

transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of the City of Ft. Lauderdale, represented by Amalgamated Transit Union, Local 1267 and International Brotherhood of Teamsters Local 769 shall be considered third party beneficiaries in accordance with condition (3) below for application to the instant grant.

**City of Lauderdale**

The January 3 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of the **City of Lauderdale**, represented by the ATU Locals 1577 and 1267, UTU, IAM, TCU, TWU, GSAF, and IBT, shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant. The City of Lauderdale accepts the terms and conditions of the UPA.

**City of West Palm Beach**

The January 3, 2011 Unified Protective Arrangement (UPA) provides to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b). Accordingly, the employees in the service area of City of West Palm Beach, represented by the ATU Locals 1577 and 1267, UTU, IAM, TCU, TWU, GSAF, and IBT, shall be considered third party beneficiaries in accordance with condition (4) below for application to the instant grant. The City of West Palm Beach accepts the terms and conditions of the UPA.

**Palm Tran**

Palm Tran Inc., successor to the Florida Transit Management, Inc., and the Amalgamated Transit Union (ATU) Local 1577 have previously agreed to become party to the agreement executed on July 23, 1975, by the American Public Transit Association and transit employee labor organizations. In addition, the parties have agreed that paragraph (9) of their July 29, 1975 agreement, executed in connection with an earlier grant application, shall be included as the addendum to the July 23, 1975 agreement pursuant to paragraph (4) thereof and the July 23, 1975 agreement shall be supplemented by a letter dated July 26, 1977, from the Palm Beach County Board of County Commissioners. The terms and conditions of the July 23, 1975 agreement, as supplemented, provide protections to employees represented by the union which satisfy the requirements of 49 U.S.C., Section 5333(b) for general purpose operating assistance.

In addition, the parties have provided the Department of Labor with a "Letter of Agreement" ratified by ATU Local 1577 on April 19, 1998, and approved by Palm Tran, Inc. and the Board of County Commissioners of Palm Beach County on June 2, 1998, copies of which were transmitted to the Department by

Robert Weisman, President of Palm Tran and County Administrator and by Robert A. Molofsky, General Counsel, ATU International. The Letter of Agreement addresses issues stemming from the acquisition of the transit system from Florida Transit Management and its operation by Palm Tran, a not-for-profit corporation created by the Palm Beach County Board of County Commissioners. The Agreement is intended by the parties to supplement the protective arrangements referenced above.

Also in addition, the Department of Labor makes the certification called for under the statute on condition that the attached "*Language for Incorporation into the Contract of Assistance*" is made applicable to the **Branches Ways to Work - Branches, Inc.** These terms and conditions provide to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b).

The Department of Labor will make the certification called for under the statute on condition that the **South Florida Regional Transit Authority** ensures, as a precondition to the release of assistance to any Recipient under the grant, that such Recipient agrees to the respective terms and conditions referenced herein, and that this certification letter and the corresponding protective arrangements, shall be incorporated into the contract of assistance between the **South Florida Regional Transit Authority** and the U.S. Department of Transportation (DOT), by reference. The **South Florida Regional Transit Authority** shall incorporate the respective terms of this certification into a contract with each Recipient of funds under the grant, as a precondition to the release of assistance to the Recipient. These terms and conditions provide to transportation related employees in the service area of the project protections satisfying the requirements of 49 U.S.C., Section 5333(b).

Accordingly, the Department of Labor makes the certification called for under the statute with respect to the above Recipients under the instant projects on condition that:

1. This letter and the terms and conditions of the above employee protective arrangements, shall be made applicable to the instant projects and made part of the Federal contract of assistance, by reference;
2. As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the respective protective arrangements referenced above, shall be incorporated into a contract of assistance between **South Florida Regional Transit Authority** and such Recipient, by reference;

Any dispute or controversy arising regarding the application, interpretation, or enforcement of this provision which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any party to any final and binding dispute settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for a final and binding determination;

3. The term "project" as used in the above arrangements shall be deemed to cover and refer to the instant project;
4. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements referenced in the grant contract between the U.S. Department of Transportation and **South Florida Regional Transit**, and the parties to the contract so signify by executing that contract. **Such transit employees are also third-party beneficiaries to the protective arrangements incorporated in any subsequent contract(s) of assistance between the Grantee and any Recipient(s).** Employees not represented by any labor organization, or if so represented through their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government;
5. Disputes over the interpretation, application and enforcement of the terms and conditions of the certified protective arrangements, including those disputes arising out of this letter of certification, except for any disputes arising out of enumerated paragraph 2 above, shall be resolved in accordance with the procedures specified in the aforementioned certified arrangements; and
6. Employees of mass transportation providers in the

service area of the project who are not represented by a union designated above shall be afforded substantially the same levels of protections as are afforded to the employees represented by the unions under the above referenced protective arrangements and this certification. Such protections include procedural rights and remedies as well as protections for individual employees affected by the project.

Should a dispute remain after exhausting any available remedies under the protective arrangements and absent mutual agreement to utilize any other final and binding resolution procedure, any party to the dispute may submit the controversy to final and binding arbitration. With respect to a dispute involving a union not designated above, if a component of its parent union is already subject to a protective arrangement, the arbitration procedures of that arrangement will be applicable. If no component of its parent union is subject to the arrangements, the Recipient or the union may request the American Arbitration Association to furnish an arbitrator and administer a final and binding resolution of the dispute under its Labor Arbitration Rules. If the employees are not represented by a union for purposes of collective bargaining, the Recipient or employee(s) may request the Secretary of Labor to designate a neutral third party or appoint a staff member to serve as arbitrator and render a final and binding determination of the dispute.

LANGUAGE FOR INCORPORATION INTO THE  
CONTRACT OF ASSISTANCE  
Grant #FL-37-X082

The "Public Body", **Branches Ways to Work – Branches, Inc.** agrees that the following terms and conditions shall apply for the protection of employees in the mass passenger transportation industry in the service area of the project:

1. The project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees in the mass passenger transportation industry within the service area of the project. The "service area" as used herein, includes the geographic area over which the project is operated and the area whose population is served by the project, including adjacent areas affected by the project;
2. All rights, privileges, and benefits (including pension rights and benefits) of employees (including employees already retired) shall be preserved and continued;
3. The Public Body shall be financially responsible for any deprivation of employment or other worsening of employment position as a result of the project;
4. In the event an employee is terminated or laid off as a result of the project, he shall be granted priority of employment or reemployment to fill any vacant position for which he or she is; or by training or retraining can become, qualified. In the event training or retraining is required by such employment or reemployment, the Public Body shall provide or provide for such training or retraining at no cost to the employee;
5. Any employee who is laid off or otherwise deprived of employment or placed in a worse position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining thereto at any time during his or her employment as a result of the project, including any program of efficiencies or economies directly or indirectly related thereto, shall be entitled to receive any applicable rights, privileges and benefits as specified in the employee protective arrangement, known as C-1, certified by the Secretary of Labor under Section 405(b) of the Rail

- 2 -

Passenger Service Act of 1970 on April 16, 1971 (See Appendix C-1, a copy of which is included on the Department's website.).

An employee shall not be regarded as deprived of employment or placed in a worse position with respect to compensation, etc., in case of his or her resignation, death, retirement, dismissal for cause, or failure to work due to disability or discipline. The phrase "as a result of the project" as used herein shall include events occurring in anticipation of, during, and subsequent to the project;

6. In the event any provision of these conditions is held to be invalid or otherwise unenforceable, the Public Body, the employees and/or their representatives may invoke the jurisdiction of the Secretary of Labor to determine substitute fair and equitable employee protective arrangements which shall be incorporated in these conditions;
7. The Public Body agrees that any controversy respecting the project's effects upon employees, the interpretation or application of these conditions and the disposition of any claim arising hereunder may be submitted by any party to the dispute including the employees or their representative for determination by the Secretary of Labor, whose decision shall be final.

In the event of any dispute as to whether or not a particular employee was affected by the project, it shall be the employee's obligation to identify the project and specify the pertinent facts of the Project relied upon. It shall then be the burden of the Public Body to prove that factors other than the project affected the employee. The claiming employee shall prevail if it is established that the project had an effect upon the employee even if other factors may also have affected the employee (See Hodgson's Affidavit in Civil Action No. 825-71);

8. The Public Body shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the making of the decisions called for in the preceding paragraph;
9. The Public Body will post, in a prominent and accessible place, a notice stating that the Public Body is a recipient of Federal assistance under the Federal Transit Act and has

- 3 -

agreed to comply with the provisions of 49 U.S.C., Section 5333(b). The notice shall specify the terms and conditions set forth herein for the protection of employees; and

10. The protective arrangements certified by the Secretary of Labor are intended for the primary and direct benefit of transit employees in the service area of the project. These employees are intended third-party beneficiaries to the employee protective arrangements of the grant contract between the U.S. Department of Transportation and the Grantee/Applicant, and the parties to the contract so signify by executing that contract. Employees, or their representative on their behalf, may assert claims with respect to the protective arrangements under this provision. This clause creates no independent cause of action against the United States Government.

As a precondition to the release of assistance to any Recipient, this letter and the terms and conditions of the protective agreements or arrangements referenced above, shall be incorporated into the contract of assistance between the Grantee and/or Applicant and such Recipient, by reference.

Sincerely,

*Ann Comer*

Ann Comer, Chief  
Division of Statutory Programs

cc: Scheryl Portee/FTA  
Jayme Blakesley/FTA  
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit  
Jessica Chu/ATU  
Carla D. McKeever/South Florida RTA  
Bryan K. Finnie/City of Opa-locka  
Jane Sullivan/City of Lauderdale  
MaryAnn Slough/City of Ft. Lauderdale  
Mina Samadi/City of Ft. Lauderdale  
Christopher Zachritz/City of West Palm Beach

- 4 -

Lee Saunders/c/o William Wilkinson-APMSCE  
James P. Hoffa- c/o Eileen Smith/IBT  
Jerome Lafragola/c/o Shavon Gibson/TWU  
Bonnie Morr-c/o Cara McGint /UTU  
Greg Blackman-Government Supervisor Association of Florida  
James Casey-Esquire Law Offices of Slesnick & Casey, LLP  
J. W. Johnson, President/Transport Workers Union, Local 291  
Ray Cobb/IBEW  
David L Neigus/IAM  
Elizabeth A. Roma and Stephanie Pagan  
Guerrieri, Clayman, Bartos & Parcelli, PC  
Representing: Transportation-Communications International Union  
and International Association of Machinists and Aerospace Workers  
Richard Edelman/O'Donnell, Schwartz & Anderson, P.C.  
Barbara Zibordi ([bzibordi@odsallaw.com](mailto:bzibordi@odsallaw.com))  
Richard Edelman ([redelman@odsallaw.com](mailto:redelman@odsallaw.com))  
Kelly Beck ([kbeck@odsallaw.com](mailto:kbeck@odsallaw.com))  
Representing:  
American Train Dispatchers Association  
Brotherhood of Maintenance of Way Employees Division/IBT  
Brotherhood of Railway Signalmen  
International Brotherhood of Boilermakers and Blacksmiths  
National Council of Firemen and Oilers/SEIU  
Sheet Metal Workers International Association  
Transport Workers Union of America (rail/Bus only)  
Brotherhood of Locomotive Engineers (BLE-T)/IBT

b

**From:** DWIGHT MATTINGLY [mailto:atu1577@bellsouth.net]  
**Sent:** Friday, February 21, 2014 10:23 AM  
**To:** Shannon LaRocque; Ron Jones; Robert Welsman  
**Cc:** Priscilla Taylor A.; Martha Lee A.; Paulette Burdick P.; Peyton McArthur; Shelley Vana; Kathy Peck D.; Steven Abrams; MaryLou Berger; Vivian Leiva; Jess Santamaria; Hal Valeche  
**Subject:** BCC Agenda Item 5.

Shannon,

At the PTSB yesterday, I ask several questions relating to the presentation you will be making to the BCC on Tuesday February 25, regarding the considerations for the RFP for paratransit service for Palm Tran Connection. I did not get responses and am putting them in writing requesting a response prior to Tuesday. They are as follows:

1. You consistently referred to a or the National Model and I ask what Model you are referring to? Then it seemed that you stated "nationally" the norm. Please explain what this is based upon.

2. I have grave concerns about the ability to shift work from one provider to another. The labor force may be in jeopardy in the number of hours and even a job if you can take routes and move to another provider. What are the provisions for this?

3. Will the 40% providers be required to also have a 20% DBE participation?

4. In any model you have used and relied upon to make these assumptions, is there statistical information available that shows how and how many drug screens (random) were conducted for non-dedicated providers?

5. Does present travel time in the current Trapez use same travel time as is used for fixed routes?

6. Incorporation of Living Wage is an issue for us. These workers are represented by a Union and there can be no expectation that this is a negotiated wage rate. It is wrong to use less than the model that was used to bring "in house" as minimums. How can the County believe it is right to hire workers and treat them differently because they work for a contractor? Is this not akin to serfdom labor and class warfare? (One class is the Lord of the job and they can treat the serfs however they desire, which what you are saying is ok as long as you are not the lord of the serfs because you believe your serfs deserve better...that is shameful.) This definitely is different than construction jobs, where you may be doing a project that lasts 1 week to 6 months while also doing other work. We all know that these workers will be dedicated to this work for at least 5 maybe 7 years...and we treat them with less respect than our own employees?

7. It is imperative that the RFP include the facts relating to the current employees that are to be hired if they meet the qualifications under the contract, and that they are represented by a Union and that under s13(c) any transit worker in Palm Beach County that is displaced will be eligible for these worker protection provisions. According to our 13(c) agreement that includes paratransit workers.

Dwight H. Mattingly  
President/Business Agent  
Amalgamated Transit Union Local 1577  
(561) 655-3315 office; (561) 523-0525 cell

From: DWIGHT MATTINGLY [mailto:amtu1577@bellsouth.net]  
Sent: Thursday, February 13, 2014 9:36 AM  
To: Shannon LaRocque; Charles Frazier D.; Ron Jones; Robert Weismann  
Subject: RFP for Paratransit service

Shannon,

It is my understanding that on February 25, 2014, a presentation will be made to the BCC at their workshop meeting on a potential draft RFP for Paratransit services for Palm Beach County/Palm Tran Connection. As the Business Agent who represents the drivers of the current contractor, I have not been contacted regarding the RFP, the Scope of Work, nor the protections that will be offered to the current transit workers whose rights are protected in accordance with the provisions in the USC - also known as 13(c) provisions. All current employees of Metro Mobility Management Group have certain rights pertaining to the future of this contract whether they are represented by ATU 1577 or not. I find it somewhat disheartening that we are only 8 working days away from until the presentation and to our knowledge there has been no attempt to speak with workers represented by us or even to contact us as to areas of concern relating to the next contract or how the work is being presently done and areas of weakness that need to be addressed.

Additionally, as in the RFP that went out in 2011 and 2012, it was made known that MMMG has an outstanding liability owed to their workers and when MMMG was hired it was publicly stated and agreed that the ongoing issues would be resolved with the NLRB and ATU Local 1577. In spite of all the promises made and all of our attempts to keep the Board of County Commissioners informed of these issues, they have yet to be resolved.

I am attaching the most recent communication from the NLRB, which is an updated "Compliance Specification" which was ordered by the 11th Circuit Appellant Court, which has now established the amount of back wages owed to these workers to be in excess of 2.1 million dollars. It is my belief that if this is not settled prior to MMMG's demise, Palm Beach County may be liable for the resulting bill. Additionally, there is a "Contempt of Court" hearing and a Special Federal Magistrate appointed to hear and rule over whether or not MMMG in 2012 was in violation of the previous Federal Court order to bargain collectively with the Union when they put on a campaign to get the workers to sign a petition to de-certify the Union and refused in writing to recognize and bargain with ATU Local 1577. This case carries with it fines and costs that may exceed another 1 million dollars in fines per previous court rulings.

This is not an attempt to threaten or harass you or the County, however it is an attempt to keep you informed and ask that moving forward we be included as we believe it would be in the best interest of all.

Dwight H. Mattingly,  
President/Business Agent  
Amalgamated Transit Union Local 1577  
(561) 655-3315 office; (561) 523-0525 cell

\*\* Attachment to letter is not included but is available upon request.

## APPENDIX A BUSINESS INFORMATION

Full Legal Name of Entity: MV Transportation, Inc. and MV Contract Transportation, Inc.  
(Exactly as it is to appear on the Contract)

Entity Address: 2711 N. Haskell Avenue, Suite 1500 LB-2

Telephone Number: ( 832 ) 622-1730 Fax Number: ( 707 ) 446-4177

Form of Entity

- ☒ Corporation  
☐ Limited Liability Company  
☐ Partnership, General  
☐ Partnership, Limited  
☐ Joint Venture  
☐ Sole Proprietorship

Federal I.D. Number: 94-2491705 (MVT) 11-3706363 (MVCT)

(1) If CONTRACTOR is a subsidiary, state name of parent company.

MV Transportation, Inc. is the parent company to MV Contract Transportation, Inc., a wholly-owned subsidiary.

Caution: All information provided herein must be as to CONTRACTOR (subsidiary) and not as to parent company.

(2) Is Entity registered to do business in the State of Florida? Yes ☒ No ☐

If **yes** to the above, as of what date? 4/16/2007 (MVT) 1/2/2004 (MVCT)

If not presently registered with the Division of Corporations to do business in the State of Florida as either a Florida or foreign corporation, CONTRACTOR acknowledges, by signing below, that it will register with the State of Florida prior to the effective date of the contract with Palm Beach County.

**SIGNATURE:** 

**NAME (PRINT):** Dorothea DePrisco

**TITLE:** Assistant Corporate Secretary

**COMPANY:** MV Transportation, Inc. / MV Contract Transportation, Inc.

BOND



April 12, 2023

Palm Beach County  
50 South Military Trail, Suite 110,  
West Palm Beach, FL 33415

Re: Bond No. SUR0077535 - Emergency Contract for Dial-A-Ride/Mobility on Demand  
("MOD") Transportation Service Glades Region - Pilot Program

To Whom It May Concern:

We hereby grant permission to Palm Beach County to enter the contract dates on the provided bond form upon approval of the contract and bond by the county. Please notify us of the contract date by providing an emailed copy of the completed bond to [bondrequest@suretybond.com](mailto:bondrequest@suretybond.com).

Sincerely,

A handwritten signature in cursive script that reads "Melissa J. Hinde".

Melissa J. Hinde  
Attorney-in-Fact



P.O. Box 469011  
San Antonio, TX 78246  
[www.argolimited.com](http://www.argolimited.com)  
T 281 640 7912

1 Argo Surety is an A- (Excellent) A.M. Best rated insurance company. Financial Size Category XIV (\$1.5 billion to \$2 billion).

**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Harry C. Rosenberg\David C. Rosenberg\Matthew J. Rosenberg\David A. Johnson\Julia R. Burnet\Jonathan F. Black\Melissa J. Hinde\John E. Rosenberg\Stephanie S. Helmig\James M. DiSciullo\Elizabeth P. Cervini\Denise M. Bruno\David A. High\Harry G. Rosenberg\John M. Wescott

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$107,116,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by: \_\_\_\_\_

*[Signature]*

Gary E. Grose , President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



*[Signature]*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 12th day of April, 2023.



*[Signature]*

Austin W. King , Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

**PERFORMANCE BOND**  
(Annual Form)

Bond No. SUR0077535

KNOW ALL BY THESE PRESENTS, that we, MV Transportation, Inc. and MV Contract Transportation, Inc., as Principal, and Argonaut Insurance Company, licensed to do business in the State of Florida, as Surety, are held and firmly bound unto Palm Beach County and Palm Beach Tran, Inc. (Obligee), in the penal sum of Twenty Thousand and No/100 Dollars (\$20,000.00), lawful money of the United States of America, for the payment of which sum, well and truly to be made, the Principal and Surety do bind themselves, their heirs, executors, administrators, and successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the above bounden Principal has entered into a certain written Contract with the above named Obligee, effective the \_\_\_\_ day of \_\_\_\_\_, 20, and terminating the \_\_\_\_ day of \_\_\_\_\_, 20, for \_\_\_\_ and more fully described in said Contract, a copy of which is attached, which Agreement is made a part hereof and incorporated herein by reference, except that nothing said therein shall alter, enlarge, expand or otherwise modify the term of the bond as set out below.

NOW, THEREFORE, if Principal, its executors, administrators, successors and assigns shall promptly and faithfully perform the Contract, according to the terms, stipulations or conditions thereof, then this obligation shall become null and void, otherwise to remain in full force and effect. This bond is executed by the Surety and accepted by the Obligee subject to the following express condition:

Notwithstanding the provisions of the Contract, the term of this bond shall apply from 1st day of January, 2023, until 31st day of December, 2023, and may be extended by the Surety by Continuation Certificate. However, neither nonrenewal by the Surety, nor the failure or inability of the Principal to file a replacement bond in the event of nonrenewal, shall itself constitute a loss to the obligee recoverable under this bond or any renewal or continuation thereof. The liability of the Surety under this bond and all continuation certificates issued in connection therewith shall not be cumulative and shall in no event exceed the amount as set forth in this bond or in any additions, riders, or endorsements properly issued by the Surety as supplements thereto.

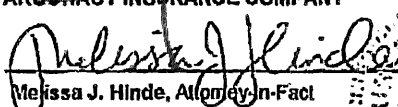
Sealed with our seals and dated this 11th day of April, 2023.

PRINCIPAL

MV Transportation, Inc. and MV Contract Transportation, Inc.

  
\_\_\_\_\_  
Jamie Pierson, CFO

ARGONAUT INSURANCE COMPANY

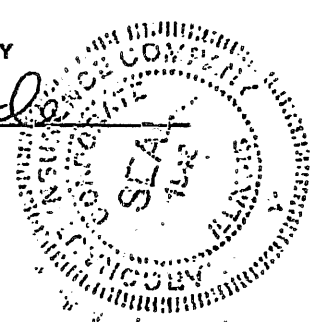
  
\_\_\_\_\_  
Melissa J. Hinde, Attorney-in-Fact

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

Agreed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_  
\_\_\_\_\_, Obligee



**Argonaut Insurance Company**  
**Deliveries Only: 225 W. Washington, 24th Floor**  
**Chicago, IL 60606**

**United States Postal Service: P.O. Box 469011, San Antonio, TX 78246**

**POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

Harry C. Rosenberg\David C. Rosenberg\Matthew J. Rosenberg\David A. Johnson\Julia R. Burnet\Jonathan F. Block\Melissa J. Hinde\John E. Rosenberg\Stephanie S. Helmig\James M. DiScullo\Elizabeth P. Cervini\Denise M. Bruno\David A. High\Harry G. Rosenberg\John M. Wescott

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$107,116,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by:

*[Signature]*

Gary L. Grose, President

STATE OF TEXAS  
COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, deposed and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written



*Kathleen M. Meeks*

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY by which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 11th day of April



Austin W. King, Secretary

IF YOU HAVE QUESTIONS ON AUTHENTICITY OF THIS DOCUMENT CALL (833) 820 - 9137.

FINANCIAL STATEMENT  
ARGONAUT INSURANCE COMPANY  
STATUTORY BASIS as of 12/31/2021

ASSETS	
CASH & INVESTED ASSETS	\$210,050,956
BONDS	\$1,181,510,850
STOCKS	\$674,977,267
PREPAYMENTS, INCOME TAX, AND ACCRUED	\$5,760,618
RECEIVABLES	\$114,020,986
PROPERTY, PLANT, AND EQUIPMENT	\$1,000,000
OTHER ASSETS	\$30,514,027
TOTAL ASSETS	\$2,197,160,610

LIABILITIES AND SURPLUS	
UNPAID PREMIUMS	\$301,944,789
LOSSES	\$555,501,927
LOSS ADJUSTMENT EXPENSES	\$198,745,975
COMMISSIONS	\$4,707,791
TAXES, LICENSES, AND FEES	\$10,269,816
OTHER ACCRUED EXPENSES AND LIABILITIES	\$9,424,005
CURRENT FEDERAL AND FOREIGN INCOME TAXES	\$0
RENTAL INCOMES AND ITEMS NOT ALLOCATED	\$7,510,048
ACCOUNTS WITHHELD/RETAINED BY COMPANY FOR OTHERS	\$31,733,606
PAYABLES TO PARENT, SUBSIDIARIES, & AFFILIATES	\$57,193,201
PAYABLE FOR SECURITIES	\$3,597,489
PROVISION FOR REINSURANCE	\$46,445,734
RECEIVABLE REINSURANCE PREMIUMS PAYABLE	\$47,053,749
OTHER ACCRUED EXPENSES AND LIABILITIES	\$1,597,617
TOTAL LIABILITIES	\$1,771,201,703
COMMON CAPITAL STOCK	\$4,500,000
GROSS PAID UP AND CONTRIBUTED SURPLUS	\$525,570,936
UNRESERVED SURPLUS	\$541,137,971
TOTAL SURPLUS TO POLICYHOLDERS	\$1,071,158,927
TOTAL LIABILITIES & SURPLUS	\$2,197,160,610

I, John Westbrock, being duly sworn, say that I am Head of US Segment Accounting of Argonaut Insurance Company, and that to the best of my knowledge and belief, the foregoing statement is a true and correct statement of the financial condition of Argonaut Insurance Company as of the 31st of December, 2021.

Subscribed and sworn to before me this 5th day of April 2022

John Westbrock  
John Westbrock

John Westbrock III  
John Westbrock III, Head of US Segment Accounting



23-0602

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

BGEX 540 033023\*1151

FUND 1340

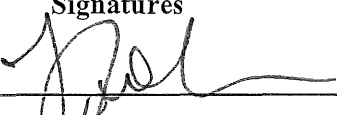
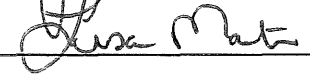
ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/	REMAINING BALANCE
							ENCUMBERED As of 03/29/2023	
<u>EXPENDITURES</u>								
820-9900-9902	Operating Reserves	10,000,000	10,000,000	0	254,313	9,745,687	0	9,745,687
540-5050-3423	Contractual Svices - Paratransit	1,032,870	1,032,870	254,313		1,287,183	461,577	825,606
Total Expenditures and Balances		<u>131,359,102</u>	<u>131,359,102</u>	254,313	254,313	<u>131,359,102</u>		

PALM TRAN

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	4/3/23
	4/4/2023

By Board of County Commissioners

At Meeting of April 18, 2023

\_\_\_\_\_  
Deputy Clerk to the  
Board of County Commissioners