

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) with a not to exceed amount of \$21,711,000, for the period of January 1, 2023 through December 31, 2023, for the provision of Paratransit service (Run Package A); and

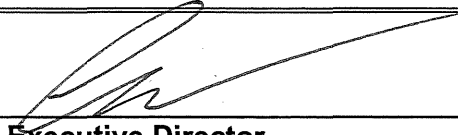

B) Approve an emergency contract with First Transit, Inc., a subsidiary of Transdev North America, Inc., (First Transit), with a not to exceed amount of \$27,100,000 for the period of January 1, 2023 through December 31, 2023, for the provision of Paratransit service (Run Package B).

C) Approve a Budget Transfer of \$9,527,077 from Palm Tran Operating Reserves to Contractual Services; to align budget to new Paratransit emergency contract rates.

Summary: As a result of economic pressure created by the Covid-19 pandemic, operating and labor costs have risen due to an increase in market conditions. First Transit’s actual vehicle hour (AVH) rate for variable costs will increase from \$43.82 to \$45.71. The increase in AVH is primarily the result of starting driver wages increasing from \$16.00 to \$16.50, which is also ratified in the labor agreement between the Amalgamated Transit Union (ATU) Local 1577 and First Transit. This slight adjustment in the hourly rate will make First Transit more competitive in attracting and retaining drivers. The annualized fixed cost for this emergency contract, which includes the provider’s operational facility and administrative cost, is \$2,562,069. At the request of Palm Tran, First Transit has agreed to include Transportation Network Companies (TNC’s) Lyft and Uzurv as subcontractors, to address driver shortage issues, federal minimum requirements for On-Time Performance and to assess potential operational saving opportunities. The not to exceed amount will be \$27,100,000 over the life of the contract from January 1, 2023 through December 31, 2023.

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 ratified in the labor agreement between the Amalgamated Transit Union (ATU) Local 1577 and MV Transportation. This slight adjustment in the hourly rate will make MV Transportation more competitive in attracting and retaining drivers. The annualized fixed cost for this emergency contract, which includes the provider’s operational facility and administrative costs, is \$3,700,807. The not to exceed amount will be \$21,711,000 over the life of the contract from January 1, 2023 through December 31, 2023. These contracts will not result in an increase to the transfer from the General Fund to Palm Tran and are included in Palm Tran’s FY2023 budget with a retroactive start date of January 1, 2023. (Summary and Background continued on next page.)

- Attachments:
- 1) MV Transportation Inc., Emergency Contracts (3)
 - 2) First Transit Inc., Emergency Contracts (3)
 - 3) Budget Transfer

Recommended by:  Date: 4/11/2023
Approved By:  Date: 4/18/2023

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

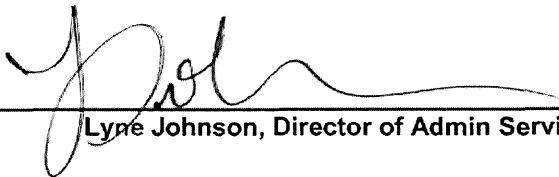
Fiscal Years	2023	2024	2025	2026	2027
Capital Expenditures					
Operating Costs	\$33,207,869	\$15,603,131			
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$33,207,869	\$15,603,131			
#ADDITIONAL FTE POSITIONS (CUMULATIVE					

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, 542 various 3423

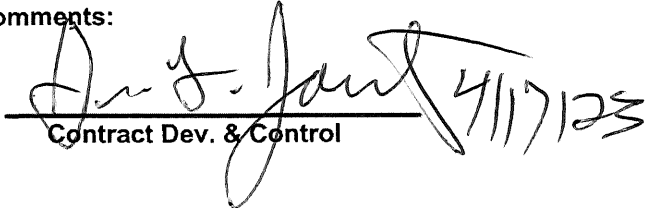
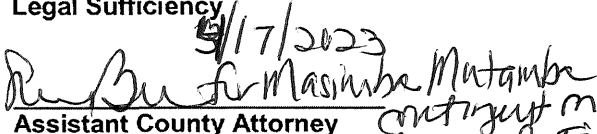
B. Recommended Sources of Funds/Summary of Fiscal Impact:

*This change will not result in an increase in the transfer from the General Fund to Palm Tran's FY23 Operating budget. Budget transfer entry is in 5003 and remaining contract funding is in units 5040 and 5042.

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

III. REVIEW COMMENTS:

- A. OFMB Fiscal and/or Contract Dev. and Control Comments:
- 
Lisa M. 4/17/2023
OFMB RRF 416


D. S. Jant 4/17/2023
Contract Dev. & Control
- B. Legal Sufficiency
- 
R. B. Masimba Mutamba 4/17/2023
Assistant County Attorney

contingent on receipt of:

 - original First Transit Bond
 - Bond letter re dates on Mv Bond
- C. Other Department Review
- Department Director

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

Summary Continued: This new emergency contract to extend paratransit services with First Transit and MV Transportation is necessary to maintain these critical paratransit services as a result of two (2) unsuccessful solicitations to establish new long-term contracts. Solicitation RFP No. F-22-019/LI for paratransit services, was initially advertised on January 12, 2022 and cancelled on April 27, 2022. A second solicitation; RFP No. F-22-019R/LI was advertised on June 3, 2022, and cancelled on August 12, 2022. Both solicitations were cancelled due to non-responsiveness from prospective vendors. Palm Tran staff is working closely with the Palm Beach County Purchasing Department to prepare a new long-term RFP which is anticipated to be advertised in the Summer of 2023 and awarded before the expiration of this emergency contract. Countywide (MM)

Background and Policy Issues: Palm Tran Connection contracts for the provision of Paratransit services with MV Transportation, Inc. and First Transit, Inc. (First Transit) first went into effect on October 7, 2014, with a seven (7) year term set to expire on January 31, 2022. This contract received three (3) emergency extensions to continue providing service to the residents of Palm Beach County. On January 28, 2022, the Fourth Amendment to the contract was approved by County Purchasing to allow more time for solicitation and award. On April 5, 2022, the Fifth Amendment to the contract was approved by the BCC to increase driver wages as a result of inflationary impacts of Covid-19. This Fifth Amendment was extended through September 30, 2022. As a result of two unsuccessful solicitations, County Purchasing granted additional contract extensions on September 30, 2022, (First Transit) and October 25, 2022 (MV Transportation); allowing the continuation of service through December 31, 2022. This new emergency contract will continue to allow Palm Tran to operate these critical services with a new twelve (12) month contract term from January 1, 2023 through December 31, 2023, with a retroactive start date of January 1, 2023, to prepare, advertise and award a new long term contract. These contracts will not result in an increase to the transfer from the General Fund to Palm Tran and is included in Palm Tran's FY2023 budget.

**EMERGENCY CONTRACT FOR
PALM TRAN CONNECTION
PARATRANSIT SERVICES
RUN PACKAGE A**

Contract No. _____

This Contract is made as of the _____ 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 subsidiary of MV Transportation, Inc., whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, authorized to do business in the State of Florida, hereinafter collectively referred to as the CONTRACTOR.

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

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide paratransit services for Run Package A to 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, and Exhibit B, Price Pages, and all other Exhibits that are 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, telephone no. (561) 841-4205, or his 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 - 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 3 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) Contract for Paratransit Services including Exhibits A through G; Appendices A and B, and all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of Twenty-one Million Seven-Hundred Eleven Thousand Dollars and no cents (\$21,711,000). The COUNTY's actual total amount paid will be based on the actual number of revenue hours completed, which may be more or less than the service hours anticipated to establish the Contract amount, at the rates set forth in Exhibit B, Price Pages. The COUNTY's obligations hereunder are subject to an annual appropriation by the Board of COUNTY

Commissioners for the purposes of this Contract for each fiscal year of the Contract. The not to exceed amount may be modified by the COUNTY in accordance with its need for services and to reflect the amount appropriated each fiscal year.

A. Progress Payments

A weekly progress payment will be made for 90% of the projected amount due each week (annual contract amount divided by 52 weeks, multiplied by 90% adjusted to reflect the actual number of service hours performed during that period) on Mondays following the close of the prior week's service. A reconciliation payment will be made for any remaining amount due, after COUNTY'S representative's approval, no more than seven weeks after the progress payment.

B. Variable Costs

All variable costs will be paid on a per actual vehicle hour (AVH) rate where AVH is defined as the vehicle (route) departure time from the operating base to the return time to the operating base (gate-to-gate), including deadhead hours and passenger loading time, less any breaks or down time exceeding one (1) hour, or any time used to fuel vehicles, regardless of length.

C. Fixed Costs

Fixed costs will be reimbursed as part of the progress payment and reconciliation payments as indicated.

D. Fuel

Fuel costs will be reimbursed as part of the progress payment and reconciliation payments as indicated.

The costs of fuel as stated on the submitted weekly invoice will be incorporated and treated as a direct payment to the CONTRACTOR.

The CONTRACTOR will be responsible for providing actual receipts for all gasoline and propane purchases for services rendered hereunder, specifying receipts were for fuel purchases for Palm Tran Connection which revenue vehicles (note: credit card reports are acceptable if purchase detail is provided, i.e. vehicle ID, date, time, mileage, driver), and providing a summary report each month by day and by vehicle. Price per gallon for all fuel must be within a reasonable price range of the local market for each fuel type.

Vehicles are not to be fueled while in revenue service.

E. Alternative Fuel Tax Credits or Refunds

CONTRACTOR and COUNTY shall work cooperatively to determine whether alternative fuel tax credits or refunds are available and may be claimed by CONTRACTOR (for the benefit of COUNTY) for each calendar year.

Upon the request of COUNTY'S Contract representative/liaison, CONTRACTOR shall complete and file with the Internal Revenue Service (IRS) all necessary forms and documents

required to claim and receive all alternative fuel tax credits and refunds available each calendar year of the Contract, under applicable law and the rules and regulations of the IRS for fuel purchased and used by CONTRACTOR, including but not limited to operating COUNTY-owned vehicles for the provision of Palm Tran Connection paratransit services. CONTRACTOR may retain from IRS credits and refunds received a three percent (3%) administrative processing fee as compensation for its services. CONTRACTOR shall provide reasonable supporting documentation requested by COUNTY to substantiate the type of credit or refund claimed and received, and the amount.

If the IRS subsequently makes corrections or audit adjustments to the credits claimed by CONTRACTOR, such audit adjustments (plus or minus) will be passed through to the COUNTY or collected from the COUNTY, in the case of a reduction in a credit previously claimed by the CONTRACTOR and remitted to the COUNTY.

This provision shall survive the termination or expiration of the Contract until such time as CONTRACTOR has claimed and received all available fuel tax credits and refunds and remitted such credits and refunds to COUNTY in accordance with the provisions of the Contract.

F. Emergency Reimbursements

In times of Emergency declared by local, state, or federal governments, the COUNTY may direct the CONTRACTOR in writing to procure materials needed to protect the health, safety, or welfare of Palm Tran Connection drivers and passengers. The CONTRACTOR will be reimbursed for the reasonable, necessary, and documented cost of such materials used by CONTRACTOR for the Emergency, provided that the COUNTY'S representative/liaison has provided written notice to CONTRACTOR as to the type of materials and labor costs to be used to address the impacts of the Emergency. Such materials may include, but shall not be limited to, eye protection/face shields, disinfecting cleaner, containers/product dispensers, disinfecting wipes, gloves, hand sanitizer, and signage, as authorized by the COUNTY'S representative/liaison. COUNTY'S representative/liaison shall have the authority to determine, in his or her sole discretion, the type of materials appropriate for the Emergency and eligible for reimbursement hereunder. The amount to be reimbursed by the COUNTY for such materials shall not exceed the maximum amount of five thousand dollars (\$5,000.00) per month. CONTRACTOR shall invoice COUNTY monthly for such reimbursable expenses and include documentation acceptable to COUNTY of the sums expended for materials. Documentation shall include its actual receipts, an explanation and justification of usage, and any other documentation or information required by COUNTY.

G. Invoicing

CONTRACTOR shall send ALL ORIGINAL invoices with supporting documents 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 exactly the same as it appears on the invoice and in the

COUNTY's Vendor Self Service System, which can be accessed at <https://pbevssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>: Vendor's Legal Name, Vendor's Address, and Vendor's TIN/FEIN Number.

1. The CONTRACTOR is required to provide an invoice, in addition to any supporting documentation, to the COUNTY by the close of business on the second Friday after the completion of the billing period. CONTRACTOR agrees that this is a reasonable and acceptable billing and payment practice.
2. CONTRACTOR waives and relinquishes any and all claims, rights, demands, or causes of actions, whether legal or equitable, that it may have for payment for services not invoiced as required herein. The completed invoice shall include the following information:
3. The total number of Revenue Vehicle Hours (RVH), the CONTRACTOR's actual service hour rate, plus fixed costs, as specified in Exhibit B (Price Pages).
4. The total amount due to the CONTRACTOR.
5. The amount of total fares collected and amount of cash fares retained.
6. The number of paratransit tickets to ride being returned by the CONTRACTOR as a credit.
7. The returned paratransit tickets to ride shall be clearly stamped with "Cancelled" on the front of each ticket. The stamp will indicate that the ticket was used and should be stamped in the middle of the ticket and be large enough to prevent the reuse of the ticket.
8. Fuel expenses incurred, with supporting documentation.
9. The adjusted total amount that the CONTRACTOR is requesting from the COUNTY as payment.
10. Copies of cancelled checks, bank statements, or other banking documents acceptable to COUNTY's Clerk and Comptroller, from the DBE/SBE and displaying the DBE/SBE's name or last four (4) digits of its bank account number showing wire transfers and direct deposits for payments made to all DBE/SBE subcontractors. CONTRACTOR is required to pay DBE/SBE subcontractors prior to receiving payment. DBE/SBE subcontractors may be required to confirm that payment has been received prior to the COUNTY releasing payment to the CONTRACTOR.
11. Invoice documentation shall be provided consisting of all paratransit tickets and any other supporting documents.
12. Once the COUNTY receives the CONTRACTOR's invoice and all required documentation, the COUNTY will verify the information on the CONTRACTOR's invoice.
13. 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, fuel charges, and break discrepancies.

14. 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 the 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.
15. 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.
16. 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.
17. Approved invoices will be considered certified, complete, accurate, and final.

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 properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - LIQUIDATED DAMAGES (LD)

The 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 incapable of being determined and that the amounts and standards set forth in this Article as "liquidated damages" (LDs) 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 May 1, 2023.

The CONTRACTOR shall be charged with a valid complaint when COUNTY determines that the CONTRACTOR has failed to provide service in accordance with either the requirements of this Scope of Work and/or in 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 the CONTRACTOR.

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

(I) Vehicle Non-Compliance \$100 per individual incident per day	Failure to maintain a vehicle per the terms of the Contract. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, accident damage, and overall vehicle condition. Includes failure to return a vehicle to service in a timely manner.
(II) Driver Qualifications / Training \$100 per individual incident	Failure to adhere to driver qualifications and training requirements.
(III) Employee Files and Report Failure \$100 per individual incident	Failure to maintain employee files as required. This includes all required driver records, drug and alcohol testing, uniforms, ID badges, licenses, registration, and training.
(IV) Report Non-Compliance \$100 per individual incident per day late	Failure of the CONTRACTOR to timely submit to COUNTY a required report, response, or document, which may include, but not be limited to, incomplete complaint response, monthly reports, operating summaries, employee rosters, lists, accidents, service data summaries, complaint responses, accident reports, and National Transit Database reports.
(V). Driver Non-Compliance \$100 per individual incident	Failure of the driver to provide service per the terms of the Contract, including pull out requirements.
(VI). Failure to Meet Established Metrics \$1,250 per month	Failure of the CONTRACTOR to meet the Performance Measures including; i) Accident ratio over one (1) preventable accident per 100,000 vehicle miles.
\$1,250 per month	ii) Breakdown ratio over one (1) road-call per 12,000 vehicle miles

\$1,250 per month	iii) Complaint ratio over 6.0 valid complaints per 10,000 completed trips
(VII). Service Delivery \$200 per single incident	<p>Service Delivery Liquidated Damage:</p> <ul style="list-style-type: none"> a) Failure to achieve a daily maximum pullout of 95% of the assigned vehicle fleet. b) Operation in revenue service of a vehicle that has failed its pre-service inspection c) Operation in revenue service of a vehicle with a non- functioning heating or A/C system. d) Operation in revenue service of a lift-equipped vehicle with a non-functioning lift. e) Dwell (Waiting) Time: Drivers are required to wait for a client at a pick-up point for a minimum of five (5) minutes. f) Customer Assistance: Drivers failing to provide the required assistance to a customer. g) Improper Drop-off: Customers who are dropped off at the wrong address. h) Failure of the CONTRACTOR's driver to pick up a scheduled passenger, which was reasonably within the driver's control. i) No-Show Tags: Failure of the driver to leave a No- Show tag as required.
(IX). Failure to Cover Routes \$100 per incident	CONTRACTOR is unable to cover a route due to a lack of drivers, vehicle maintenance or fails to make pull out on any route.
(X) Safety Failures \$200 per individual incident	<ul style="list-style-type: none"> a) Failure of the Contractor to assure passenger is properly seat belted. b) Failure to properly stow wheelchair straps.
Lost ID Badge	If a driver loses his/her badge, the first replacement will be issued free of charge. Any future badges shall be assessed at the cost of \$5.00 for each lost or damaged badge.

1. All instances of non-compliance must be re-inspected by COUNTY, through its paratransit provider, Palm Tran Connection, prior to being returned to service.
2. 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.

3. 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.
4. Patterns of substandard performance include but are not limited to four (4) or more consecutive months of the assessment of liquidated damages for the same issue or the assessment of liquidated damages exceeding Five Hundred Thousand Dollars (\$500,000) in any twelve (12) month period or less. Accordingly, if the CONTRACTOR demonstrates a pattern of substandard performance, the COUNTY may declare the CONTRACTOR in default and terminate this Contract under Article 7 of the Contract. Nothing contained in this Article, or any other provision of the Contract shall be construed to prevent, limit, or restrict COUNTY's rights to declare a default and terminate the Contract, or to modify the Contract as provided in Article 29 - Modifications of Work. The COUNTY's assessment and deduction of liquidated damages shall not limit or prevent the COUNTY from exercising its right to shift or transfer runs and vehicles (and any portion of a Run Package) to another dedicated or non-dedicated contractor.
5. 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.
6. CONTRACTOR must ensure that each driver's work hours do not exceed legal standards. Work hours include all hours that the driver is in control of the vehicle, including in-route lunches.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the 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 representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 - 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 29 - 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 29 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 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 8 – 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 9 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR shall seek Disadvantaged Business Enterprises (DBEs) and/or Small Business Enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any subcontractors, the following provisions of this Article shall apply in addition to the Disadvantaged Business Enterprises Program:

1. Any subcontract shall incorporate, in full text, all provisions, terms, and conditions set forth in this Contract, including Specifications and Scope of Work and all Exhibits thereto. The CONTRACTOR shall provide to the COUNTY copies of all fully executed subcontracts, including any amendments thereto within thirty (30) days. See Exhibit G.
2. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.
3. The CONTRACTOR agrees to abide by all provisions of the applicable Disadvantaged Business Enterprise (DBE) provisions of this Contract and understands that failure to comply with any of the requirements shall be considered a breach of Contract.
4. The CONTRACTOR understands that each DBE/SBE utilized on this Contract shall provide its DBE/SBE certification, and Palm Tran will verify current DBE/SBE status before it can be counted as DBE participation.
5. The CONTRACTOR further agrees to provide the Palm Tran DBE Liaison with a copy of the CONTRACTOR's contract with any DBE/SBE subcontractor or any other related documentation upon request.
6. The CONTRACTOR understands the requirements to comply with the task and

proportionate dollar amounts throughout each year and the term of the Contract as it relates to the use of DBE/SBE firms.

7. The CONTRACTOR shall only be permitted to replace a certified DBE/SBE subcontractor who is unwilling or unable to perform. Such substitutions shall be done with other certified DBE/SBE in order to maintain the DBE percentages established in this Contract.
8. The CONTRACTOR understands that it is prohibited from making any agreements with DBE/SBE in which the DBE/SBE promises not to provide subcontractors' quotations to other proposers or potential proposers.
9. The CONTRACTOR will maintain a 20% DBE participation rate for the term of the CONTRACT.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the applicable DBE provisions, and shall allow the COUNTY to inspect such records.

ARTICLE 10 - 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 Five Hundred Thousand Dollars (\$500,000), no less than seven (7) days prior to the date the Contract is 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 11 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The CONTRACTOR, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.

A. AFFIRMATIVE STEPS must include:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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.

- ix. **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 State of Florida, Department of Transportation (FDOT), 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 - 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 20 - 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 21 - 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, data bases, 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 22 - 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 23 - CONTINGENT FEES

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 24 - ACCESS AND AUDITS

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

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

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 25 - 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 26 - 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 27 – SEVERABILITY

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

ARTICLE 28 - 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 29 - 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 30 - 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:

Marie Graul, Chief Financial Officer
MV Contract Transportation Inc.
2711 N. Haskell Avenue, Ste. 1500 LB-2
Dallas, TX 75204

ARTICLE 31 - 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 29 - Modifications of Work.

ARTICLE 32 - 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 E.

ARTICLE 33 - HIRING OF MECHANICS OR LABORERS

For those Solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, each CONTRACTOR must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all 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 - DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a Contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, subcontractor, or CONTRACTOR under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 36 - FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management (“SAM”) (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 37 - 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 38 - PUBLIC RECORDS

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:

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.

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.

2. 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.
3. 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 Records 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 the 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.

Failure of the CONTRACTOR to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the 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, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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 OR VIA E- MAIL: RECORDSREQUEST@PBCGOV.ORG OR VIA PHONE 561-355-6680.

ARTICLE 39 - COUNTERPARTS

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

ARTICLE 40 - 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 41 - 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.

ARTICLE 42 - VEHICLES IN CONTRACTOR'S CUSTODY, CARE, AND CONTROL

CONTRACTOR shall be responsible for all costs, expenses, and liabilities related to any physical damage to, or theft of, the vehicles in CONTRACTOR's custody, care, and control during the term of this Contract.

ARTICLE 43 - 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. Please note the Living Wage will increase to \$14.83 as of October 1, 2023.

Every six (6) months, the CONTRACTOR shall certify and file with COUNTY, 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Board of COUNTY Commissioners of Palm Beach County, Florida has made and executed this Contract on behalf of the COUNTY and 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:

E. Valderas
Signature
Esmralda 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:

E. Valderas
Signature
Esmralda 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

By R. B. Mutamba
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By Palm Tran
Executive Director, Palm Tran

Exhibits

Exhibit A – Scope of Work

Exhibit B – Price Pages

Exhibit C – Vehicle Assignment Acceptance

Exhibit D – Assigned Vehicles

Exhibit E – Level Two Background Screening

Exhibit F – 13(c) Provisions

Exhibit G – SBE/DBE Provisions

EXHIBIT A

SCOPE OF WORK

4.1 INTRODUCTION

Palm Tran Connection is a demand-responsive, shared-ride, door-to-door service that serves as the Americans with Disabilities Act (ADA) paratransit service for Palm Tran and as the Community Transportation Coordinator (CTC) service for Palm Beach County. All trips are co-mingled and no priority is given to any funding source. The types of trips provided by Palm Tran Connection include:

Americans with Disabilities Act (ADA) paratransit trips – 77% of service (pre- COVID). Palm Tran is the fixed-route public transit provider in Palm Beach County and is obligated under the ADA to provide complementary paratransit service where and when fixed route service is available to persons who, because of their disability, cannot access or use the fixed-route system.

ADA service is provided to ADA eligible individuals in the area that covers east of the Florida Turnpike in Palm Beach County from the North COUNTY Line to the South COUNTY Line (Core Service Area). ADA service is also available within ¾ mile of a Palm Tran fixed bus route covering those routes outside of the above Core Service Area. The Board of COUNTY Commissioners has the authority to change the Core Service Area at any time with proper notice.

Transportation Disadvantaged (TD) paratransit trips – 17% of service (pre- COVID). As the Community Transportation Coordinator (CTC), Palm Tran Connection is responsible for transporting residents who qualify as TD; that is, persons who are disabled but who do not qualify as ADA paratransit eligible (or whose trips do not qualify as ADA eligible) and whose income is below a specific income threshold. These TD trips are sponsored under a contract between the COUNTY and the Florida Commission for Transportation Disadvantaged, which provides the COUNTY with TD funds.

TD Service is provided in those areas not served by the ADA program.

Division of Senior Services (DOSS) trips – 6% of service (pre-COVID). As the CTC, Palm Tran Connection also has established a contract with the COUNTY Division of Senior Services (DOSS), which sponsors senior trips on Palm Tran Connection.

4.2 PURPOSE OF THE PROJECT

This Scope of Work/Services provides for the provision of shared-ride, door-to-door paratransit services within Palm Beach County under the Palm Tran Connection paratransit program.

Contractor will provide 45% to 55% of the annual Palm Tran Connection service (dedicated revenue hours).

4.3 **ORGANIZATIONAL RESPONSIBILITIES**

Palm Tran will directly provide the functions of:

- 1. Paratransit Scheduling and Dispatch Software and Software maintenance. Currently, Trapeze Pass version 19.0.11.0. This includes COM, CERT, IVR, and MDT,
- 2. Eligibility determinations and registration,
- 3. Marketing and outreach,
- 4. Reservations, trip booking, and trip planning,
- 5. Contract monitoring and compliance,
- 6. Dispatching, scheduling, trip assignment, and service delivery oversight,
- 7. Push-to-Talk radio communication devices,
- 8. Same day Where’s My Ride services,
- 9. Vehicle supply and ownership (dedicated vehicles only),
- 10. IT Support for Trapeze,
- 11. Allocating work among CONTRACTORS.

The CONTRACTOR shall provide the functions of:

- 1. Driver employment, recruiting, training, uniforms, and retention,
- 2. Ensuring that all scheduled vehicle runs directed to the CONTRACTOR by Palm Tran are covered with scheduled drivers,
- 3. Providing service delivery, based on scheduled routes and dispatched trip assignments provided to the CONTRACTOR.
- 4. Performing window dispatching; that is, checking drivers out and in at the beginning and end of runs, providing directions, and arranging coverage as needed,
- 5. Vehicle operations; garaging, maintaining, repairing, fueling, insurance, supervision of employees, including road supervision of operators during all hours of operation,
- 6. Directing drivers to come back to base early or work late,
- 7. Performance bond.

4.4 **RUN PACKAGE MODIFICATION**

CONTRACTOR will be assigned an approximate level of service based on forecast service as detailed in Exhibit B measured in revenue hours for dedicated service. CONTRACTOR’s level of service could be tailored periodically to adjust to changing demand, use of non-dedicated service, and/or in response to differences in performance among the CONTRACTORS. If the amount of work is modified to the point that suggests a reduction or augmentation of the fleet for any provider, COUNTY-owned vehicles may be shifted from one dedicated service provider to another.

The COUNTY reserves the right to modify any Run Package during the Contract period to accommodate changes in demand and/or CONTRACTOR non-performance as referenced in the Article 7 this may result in a shift of runs and vehicles among the dedicated service CONTRACTORS.

The COUNTY may opt to shift certain trips to such non-dedicated service provider(s), as qualified later in this document.

4.5 OPERATIONAL POLICIES AND PROCEDURES

4.5.1 Service Days and Hours

Currently, Palm Tran Connection operates seven (7) days a week, including holidays. Present service hours for Palm Tran Connection are as follows:

Day of Week	First Pickup	Last Drop-off
Weekday	04:45 am	11:00 pm
Saturday	06:00 am	10:45 pm
Sunday	07:45 am	08:15 pm

Customer Service is provided during all hours of operation. The Palm Beach County Board of COUNTY Commissioners has the authority to change the hours and days of operation at any time with proper notice.

4.5.2 Route Scheduling

Palm Tran Connection will endeavor to provide consistent route start times for Weekday, Saturday, and Sunday routes. Palm Tran Connection reserves the right to schedule routes and adjust run times as needed based on demand. Palm Tran Connection’s scheduling will the supply start and end times for all template routes quarterly. Run times for the next day schedule will be available to the CONTRACTOR by 8:00 pm the day before the trip date. The start times for template routes will not vary by more than two hours before or after the template time.

The itinerary for each run will be available on the Mobile Data Terminal (MDT) of the vehicle to which the run has been assigned, and will use the vehicle MDT to document stop arrival times and trip dispositions (no shows). All drivers are required to complete actual service data on the vehicle MDT as they proceed with their routes. Paper manifests are not supplied nor required. The CONTRACTOR may be directed to print manifests in cases of severe system outages.

The CONTRACTOR is expected to have an extra board of drivers of 10% to assure all routes are covered, including routes affected by breakdowns, accidents, or drivers who cannot complete the shift as scheduled, for any reason.

No route assigned by Palm Tran Connection will be less than six (6) hours, except for those routes affected by breakdowns, accidents, or drivers who cannot complete the shift as scheduled, for any reason.

Split shifts may be utilized as needed. Split shifts will have a one and a half hour (1.5) to three (3) hour break between the morning and afternoon peaks. No more than 10% of the routes will be scheduled as split shifts.

All routes over seven (7) hours in scheduled length will be assigned one (1) hour lunch breaks.

Palm Tran will schedule the first pickup as close to the operating facility as possible based on demand. Palm Tran Connection will provide route start times based on the first pickup and the estimated base departure times to allow for travel time to the first pickup. Actual driver start times will be provided by the CONTRACTOR.

4.5.3 Dispatching

During the course of a run, a Palm Tran dispatcher may add or drop one or more trips to a driver itinerary or re-order the trips. Such changes will be indicated on the vehicle MDT to which the run is assigned.

The driver may contact dispatch by Push-to-Talk radio to consult about any changes or other instructions.

Trip requests are scheduled in a live environment, and all routes are subject to continuous adjustment.

4.5.4 Definitions of Pick-Up Window and On-Time Trips Pick-Up Window

Upon scheduling a trip for a customer, Palm Tran Connection call center staff will indicate and re-confirm a thirty (30) minute pick-up window for the customer. Generally, the pick- up window is +/- 15 minutes on either side of the scheduled pick-up time.

On-Time Trips

A completed trip will be deemed “on-time” if the vehicle arrives at the pick-up location prior to the end of the pick-up window as designated on the vehicle MDT. Early trips, while reported separately, are still considered on time for the calculation. It is the prerogative of the customer to board early.

Palm Tran Connection measures on-time performance by appointment time separately, wherein the vehicle arrives at the drop-off location no later than the designated drop- off/appointment time.

4.5.5 Level of Assistance to be Provided by Drivers

Palm Tran Connection is a door-to-door service. This means that drivers will exit the vehicle, meet riders at the ground floor entrance or front door of any private residence or public building, and provide assistance navigating between the floor entrance or front door and the vehicle, and provide assistance for boarding or de-boarding of customers. However, drivers are never to lose sight of their vehicle.

If the customer refuses door-to-door service, the driver must still accompany the rider to the door but will maintain a respectful distance from the rider, while still being close enough to assist if needed.

Driver assistance includes: pushing the customer’s wheelchair, lending the customer a supportive arm, guiding the customer by the hand, assisting the customer on and off the vehicle, giving voice instructions, and carrying packages. Drivers shall not assist passengers using mobility devices up or down more than one (1) step or through grass or through sand or any unsafe condition.

Upon picking up a customer prior to boarding the vehicle and prior to departing the pick-up location, the driver must confirm the passenger’s name, confirm the destination address, and collect the appropriate fare or fare ticket.

Any discrepancies in passenger type, fares, the number of passengers, pick-up, or destination address must be reported to PTC dispatch immediately by the driver.

4.5.6 Driver Wait Time and No Show Procedures

When the driver arrives within the designated pick-up window at the designated pick-up location, the customer has five (5) minutes to board the vehicle, unless additional boarding time is preapproved by Palm Tran Connection and indicated on the vehicle MDT. If the vehicle arrives earlier than the scheduled pick-up time, the 5-minute wait time period shall not begin until the scheduled pick-up time.

The driver shall attempt to locate the customer upon arrival at the designated pick-up location if the customer is not present. Drivers are required to knock on the (ground floor) front door or ring the doorbell of a residence and make subsequent announcements. The driver shall request the passenger be paged if the pick-up location is a retail store but shall not lose sight of the vehicle.

Before a customer is determined to be a no show, the driver must contact the Palm Tran Connection dispatcher after the procedures above are performed. The dispatcher will first confirm that the vehicle is at the correct pick-up location using the vehicle MDT system. Next, the dispatcher will make a reasonable effort to contact the customer before allowing the driver to continue on the route. This will include attempting to phone the customer using any available contact number in the customer’s file and attempting to phone the reception desk at medical facilities, hospitals, and senior centers, and the cashier or customer service center at restaurants, grocery stores, or retail establishments.

If dispatch is able to locate the customer through the above efforts, the dispatcher will instruct the driver to wait up to five (5) more minutes for the customer. If the customer then does not show, the driver shall contact the dispatcher, and the dispatcher may release the driver to continue to the next stop on the vehicle MDT. In some cases, it may be more advantageous for the driver to wait. This instruction will come from the dispatcher.

In either event, the driver may not depart the pick-up location until after receiving permission from dispatch. If the driver receives such permission, the trip will be deemed a no show (or no-fault no-show).

Prior to departing home residence, the driver shall leave a “No Show hanger” on the front doorknob to inform the customer that an attempt was made to pick the customer up. Drivers are required to turn in the top sheet of the no show hanger to window dispatch at the end of each shift. Palm Tran Connection will supply No-Show hangers.

Once the dispatcher has confirmed that the driver is at the correct pick-up location, and has waited the appropriate amount of time for the customer, and has attempted to locate the customer, the dispatcher may then consider the customer a no show. A customer cannot be considered a no show without first confirming the vehicle location via the vehicle MDT.

The CONTRACTOR does not have the authority to suspend a customer's eligibility for any reason.

Drivers will notify dispatch in instances when they arrive at a pick-up or drop-off location more than fifteen (15) minutes ahead of or behind schedule.

4.5.7 Customers, Personal Care Attendants, and Companions

Customers are defined as those individuals who have applied for and been deemed eligible for ADA paratransit service, TD service, and/or DOSS service and who have registered for Connection service.

Customers are allowed one companion or guest, with an additional companion(s) allowed on a space-available basis. Companions must be on the same trip as the customer and must pay full fare.

As determined in the eligibility determination process, some customers require the use of a Personal Care Attendant (PCA) for some or all trips; this will be noted in the customer file and be indicated on the vehicle MDT of pre-scheduled trips or dispatched trip assignment. As with companions, PCAs must accompany the customer on the same trip (same origin and destination). A PCA is not a companion/guest and cannot be restricted from traveling with the customer. PCAs ride free. Customers may also request that they are accompanied by a PCA. If the customer wishes to travel with a personal care attendant, and it is not listed on the vehicle MDT, the driver must get dispatch approval.

4.5.8 Other Customer and Passenger Policies

Only customers, companions, and PCAs are to be transported.

Infants and small children must ride in a federally approved child passenger restraint as required by Florida law. Palm Tran Connection nor the CONTRACTOR shall provide child safety seats. All children under nine (9) years old must be accompanied by a responsible fare-paying customer.

The CONTRACTOR shall refuse to transport any child when a required child seat is not provided by the customer or responsible guardian. (Such an occurrence constitutes an “incident” and shall be reported as such and will be deemed a no show.)

Drivers are not required to physically carry any individual or their mobile device(s).

All passengers, ambulatory or wheelchair users, must wear the shoulder/lap (seatbelt) restraints supplied. The customer will not be allowed to stand while the vehicle is in motion. All wheelchair users will be asked to wear the optional supplied body posey belt and shall be secured with the appropriate tie-down/shoulder/lap belt equipment. Each vehicle will have one posey belt, supplied by the CONTRACTOR, for each wheelchair position.

Consumption of food and/or beverages shall be prohibited, unless necessary for dietary and/or medical purposes.

Smoking is not allowed onboard the vehicles by the driver or passengers.

4.5.9 Fare Collection Procedures

The vehicle MDT will indicate fare due for each trip. Fares must be paid with exact change or with a pre-purchased ticket.

Drivers are to collect fare (exact change or pre-purchased fare ticket) prior to boarding the customer. Failure to collect the fare prior to boarding will result in the fare being assumed as collected.

In cases where the customer does not have the required fare, drivers must contact dispatch for instructions prior to departing the pick-up location. CONTRACTOR shall transport the customer only with approval from the dispatcher.

Cash that is supposed to be collected as fare payment (all trips less fare tickets collected) will be deducted from the CONTRACTOR’s invoice. The exception will be trips for which the dispatcher instructs the driver to transport the customer who fails to pay the fare; such trips will not be included in the “fare collected” total. Changes to the fare to be collected will be reflected in the Trapeze database, so the CONTRACTOR is not penalized.

It is the intent of the COUNTY to move to a cashless fare system within the Contract period, the cost of which will be borne solely by the COUNTY.

4.5.10 Transporting Packages

Customers may bring with them shopping bags or packages belonging to the customer as long as the customer has boarded with his/her package(s).

In providing assistance between the vehicle and the door and into and out of the vehicle, the driver is required to carry small shopping bags or packages. Customers’ property that does not pose a safety hazard, can be safely carried by the customer and/or Vehicle Operator in a single transfer onto the vehicle, and securely stowed without displacing seated passengers or being in the isle may be transported.

Shopping bags and packages shall be limited to purchased goods; each package may weigh no more than thirty-five (35) pounds combined, with a limit of four (4) plastic bags or two (2) brown paper bags/reusable cloth grocery bags. Customers may also bring one (1) piece of luggage and one (1) carry-on bag.

Customers may also bring personal folding grocery carts on vehicles. The driver must secure these devices like a wheelchair before departing the pick-up location.

CONTRACTOR is prohibited from transporting illegal controlled substances, hazardous materials, firearms, or explosive devices.

4.5.11 Transporting Service Animals and Pets

CONTRACTOR is required to transport service animals in accordance with State and Federal laws. Required use of service animals will be noted in the customer profile and appear on the vehicle MDT.

Service animals are to be properly leashed and/or harnessed and under the complete control of their handlers at all times.

If the customer brings a service animal with him/her and this does not appear on the vehicle MDT or in cases where the driver questions the validity of the service animal, the driver is not to confront the customer in any way. Instead, the driver is required to inform dispatch after the trip has been completed. Upon such notification, Palm Tran Connection staff will investigate. The driver may be instructed to ask the customer if (1) is the dog a service animal required because of a disability and (2) what work or task has the dog been trained to perform.

CONTRACTOR is required to transport the pets of customers as long as pets are completely enclosed in commercially available pet carriers, which must fit on the customer’s lap or beneath their seat, and the weight

does not exceed thirty-five (35 lbs.) pounds.

When requesting a trip, customers must notify the call center staff of their intention to bring a pet with them on the trip. This will be detailed on the vehicle MDT. If the customer brings a pet with him/her, and the requirement does not appear on the vehicle MDT, the driver is not to confront the customer in any way. Instead, the driver is required to inform dispatch after the trip has been completed. Upon such notification, Palm Tran Connection staff will investigate.

CONTRACTOR may refuse to transport a customer who is traveling with a pet that disrupts service for that or any other customer, with Palm Tran Connection and Dispatch approval.

4.5.12 Accidents and Incidents

The CONTRACTOR shall work in conjunction with Palm Tran Connection to ensure all of the safety concerns from our customers and drivers are addressed in a timely and efficient manner. In addition to training and planning efforts, the proper response to each incident/accident is of critical importance to passenger safety.

- 4.5.12.1 Accidents or incidents that require action on behalf of the CONTRACTOR include all road calls/breakdown, accidents, and incidents which disrupt service or involve a Palm Tran Connection vehicle. A road call/breakdown is defined as any mechanical failure of a vehicle while in revenue service that necessitates removing the bus from service until repairs are made. A road call is counted against the CONTRACTOR, where the vehicle does not complete its current or next scheduled revenue trip due to a mechanical failure. Road calls/breakdowns that are reasonably outside of the CONTRACTORs control will not be included in the monthly ratio, and non-mechanical failures are not considered road calls. (Most warranty related issues will not be counted against the CONTRACTOR.)
- 4.5.12.2 If the body damage is found on any revenue service vehicle by any representative of Palm Tran Connection and it cannot be matched up to a reported accident, a preventable accident will be added to the CONTRACTORS monthly calculation of preventable accidents.
- 4.5.12.3 Vehicle accidents are defined as at-fault/preventable or not-at-fault/non- preventable when the accident occurs while the vehicle is in revenue service (including deadhead and breaks). Not-at-fault/non-preventable accidents will not be included in the LD calculation but will be tracked for the purposes of the PTSTAT program. The determination of “at fault or not at fault” will be made by Palm Tran Connection and reviewed by the CONTRACTORs Staff for concurrence prior to publication.
- 4.5.12.4 A “Preventable Accident” is one in which the driver failed to exercise every reasonable precaution to prevent the accident. This is irrespective of whether or not there is property damage, personal injury, or the driver receives a written violation from Law Enforcement. The extent of the loss or the presence of an injury, to whom it occurred, and the location of the accident.
- 4.5.12.5 For the purposes of NTD reporting, a Major accident/incident is defined as a; fatality, an injury resulting in immediate medical attention away from the scene, estimated property damage of \$25,000.00 or more, evacuation for life safety reasons. (This definition includes a vehicle fire or thermal event.)

- 4.5.12.6 Drivers are required to immediately notify the Palm Tran dispatcher of any incident involving the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle, or any other unusual incident. Verbal notification, via the two-way communication system, must take place immediately, followed by a written report, whose format will be approved by Palm Tran Connection, within twenty-four (24) hours of the occurrence. Reports must be written by all parties who respond to the scene of an accident or incident.
- 4.5.12.7 Safety sensitive employees shall be required to submit to an FTA Post Accident Drug and Alcohol test according to Federal requirements if the thresholds are met (and Company Policies).
- 4.5.12.8 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 Palm Tran Connection in any litigation that may result from or arise out of any act or omission of the CONTRACTOR.
- 4.5.12.9 Depending on the severity of the accident or incident, Palm Tran Connection may, at its sole discretion, require the CONTRACTOR to remove the driver from service while the investigation is being conducted.
- 4.5.12.10 Palm Tran Connection reserves the right to modify these procedures as needed.

4.5.13 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 approved training. The driver shall stay with the customer until emergency assistance arrives.

The driver is to contact Palm Tran Connection dispatch first, but in cases where the driver contacts the CONTRACTOR Window dispatcher, Window dispatch is to directly contact 911 if needed prior to contacting Palm Tran Connection.

4.5.14 Illegal or Unsafe Acts

In the event that any customer engages in any illegal activity or in a manner that is unsafe to the customer or 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 PTC dispatch for instruction.

4.5.15 Unsafe Conditions, Inclement Weather and State of Emergency

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

In the event that weather conditions or natural disasters make the fulfillment of the terms and conditions of this Contract unsafe or impossible. If hazardous conditions prevail, Palm Tran Connection 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 the CONTRACTOR of the suspension of regular services and endeavor to contact customers.

However, unless specifically stated by Palm Tran Connection, CONTRACTOR shall provide transportation for return trips. 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.

4.5.16 Reporting of Actual Service Performance/Completion of Route

The actual performance of service and the disposition of trips not served will be documented on the vehicle MDT.

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

The CONTRACTOR is required to ensure that all vehicle MDT events are completed correctly.

4.5.17 Complaint/Commendation Policies

Customers can submit complaints or commendations to Palm Tran by phone or in writing. The customer will be directed to register complaints directly with Palm Tran Connection. The CONTRACTOR is not to directly accept customer complaints, but is to inform the customer to contact Palm Tran Connection directly and provide the customer with contact information to allow the customer to contact Palm Tran.

All customer complaints/compliments received by Palm Tran Connection staff will be documented in the Complaint Management System (Trapeze COM or COM).

Complaints will be documented by type. Palm Tran Connection may assign a complaint to the appropriate CONTRACTOR for resolution. Complaints assigned by Palm Tran are to be investigated by the CONTRACTOR and appropriate action taken promptly. The CONTRACTOR only will receive complaints related to their performance under this Contract.

The CONTRACTOR shall document the disposition of the complaint in COM within two (2) business days of receipt of said complaint. If the CONTRACTOR needs a time extension to respond to complaints, they must make the request in writing (via email), stating a reason for the request.

The written response should detail the follow-up actions that took place to investigate the complaint, the findings, corrective actions, and any additional actions that will take place. Failure to provide a complete response will result in a valid complaint and a failure to respond to LD.

4.5.18 Service Performance Metrics

It is the goal of Palm Tran Connection staff to achieve the following metrics:

- 4.5.18.1 91% on-time performance, by appointment time,
- 4.5.18.2 91% on-time performance, by pickup window,
- 4.5.18.3 Productivity of 1.30 passenger trips per revenue hour,
- 4.5.18.4 A complaint ratio lower than 6.0 valid complaints per 10,000 completed trips,
- 4.5.18.5 No more than one preventable accident per 100,000 vehicle miles,
- 4.5.18.6 0% uncovered runs and 0% late pullouts (late pullouts will be subject to an LD),
- 4.5.18.7 No more than one (1) road-call per 12,000 vehicle miles.

4.6 PERSONNEL AND TRAINING

4.6.1 Key Personnel, Minimum Qualifications, and Responsibilities

CONTRACTOR shall provide “Key Personnel” to include:

- a. Project/General Manager
- b. Operations Manager
- c. Vehicle Maintenance Manager
- d. Safety and Training Manager
- e. Human Resources/Personnel Manager
- f. Finance Manager

All key personnel must be full-time employees of the CONTRACTOR, be able to speak, write, and understand English fluently 100% dedicated to this program, no merged responsibility, and stationed within Palm Beach County.

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 Palm Tran Connection. 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 letter of acceptance will be provided upon approval.

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

4.6.2 Project/General Manager

The Project/General Manager must have a minimum of five (5) years or equivalent experience (three (3) of which

must be within the past five (5) calendar years) in ADA Paratransit operation, at least one (1) of which must have been managing an operation a comparably sized paratransit operation.

The Project/General Manager position is key to the effective operations of the service. The project manager sets the tone for the behavior and attitude of the staff and requires a person who has proven leadership, customer service and technical skills, while possessing a familiarity and understanding of the requirements necessary to operate ADA paratransit service and all applicable Federal, State and COUNTY requirements, including but not limited to the Americans with Disabilities Act (ADA), 49 CFR parts 40 and 655, Sections 37 and 38, the requirements of the Florida Transportation Disadvantaged Program Chapter 427, F.S. and Section 41-2, F.A.C., drug and alcohol regulations, all requirements of Chapter 14 90, F.A.C. and all applicable provisions of the Palm Beach County Vehicle for Hire Ordinances, as all may be amended or superseded from time to time.

Key Responsibilities of the Project/General Manager

- 4.6.2.1 Oversight of operations functions and maintenance functions
- 4.6.2.2 Oversight and implementation of human resources and labor relationship programs
- 4.6.2.3 Oversight of safety and training programs
- 4.6.2.4 Oversight of all administrative/support functions
- 4.6.2.5 Liaison with the Palm Tran Connection Core Skills
- 4.6.2.6 Management/leadership

Core Skills

- a. Customer service
- b. Communication
- c. Fundamental understanding of types of trips (including ADA paratransit) served
- d. Experience with the Trapeze Paratransit Management Software
- e. Positive attitude

Main Job Duties

- a. Communicate with and advise Palm Tran Connection and other local agencies and officials concerned with the operation and viability of Palm Tran Connection service and attend meetings as may be requested.
- b. Manage all personnel-related functions, including recruitment, selection, training, supervision, and discipline of all staff dedicated to Palm Tran Connection. This responsibility includes the formulation and distribution of personnel and operating policies and procedures in appropriate

employee handbooks and notices.

- c. Manage all financial functions, including the preparation of the annual budget and pro forma operating statements; monitoring and approval of all expenditures; overseeing the fare collection and deposit systems to safeguard public funds; financial reporting; and administering the system's payroll, accounts payable and receivable functions.
- d. Ensure compliance with all appropriate laws and regulations, including, but not limited to, federal regulations (FTA, EEOC, ADA, EPA, etc.) as well as state and local requirements.
- e. Establish and oversee internal programs and procedures regarding safety, training, operations, maintenance, public relations, and other areas to ensure high-quality service and the safeguarding of the system's personnel and capital assets.
- f. Manage all other aspects of the system and performs additional duties as needed to ensure high-quality paratransit service. The responsibilities of this position focus on directing the proper operations of Palm Tran Connection service according to contractual responsibilities and other Palm Tran Connection policies.
- g. Serve as the liaison with Palm Tran Connection staff.

4.6.3 Operations Manager

The 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 operation serving a comparably sized paratransit operation.

The Operations Manager will assist the Project/General Manager in 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:

- 4.6.3.1 Ensure that Palm Tran Connection services are provided in a safe, reliable, and timely manner.
- 4.6.3.2 Schedule and assign drivers and back-ups to ensure that all runs are covered, and service operates accordingly.
- 4.6.3.3 Provide oversight of the window dispatch and road supervision functions.
- 4.6.3.4 Review driver reports ensuring accuracy and resolution of any problems occurring during each day's operations.
- 4.6.3.5 Checks and approves all driver timesheets and coordinates with administrative/ financial clerk to ensure payroll accuracy.
- 4.6.3.6 Maintain operational data to document and support operations.

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

4.6.4 Vehicle Maintenance Manager

The Vehicle Maintenance Manager must have a minimum of three (3) years or equivalent experience within the past five (5) calendar years in managing a vehicle maintenance department for an ADA Paratransit operation of at least one hundred (100) paratransit vehicles and possess a valid Automotive Service Excellence (ASE) certificate.

The Vehicle Maintenance Manager is responsible for the systems maintenance and repair activities to include vehicles, buildings, fuel systems, onboard equipment, including vehicle MDT's, video equipment, and other physical assets. Responsibilities include, but are not limited to, the following areas:

- 4.6.4.1 Schedule a variety of mechanical work, including preventive maintenance repairs and troubleshooting. Ensure compliance with the system's Preventive Maintenance (PM) programs and safety inspection schedules. Develop periodic or seasonal maintenance campaigns as needed.
- 4.6.4.2 Maintain and secure appropriate levels of parts and fluids inventory.
- 4.6.4.3 Coordinate maintenance subcontracts, including towing and outside repairs.
- 4.6.4.4 Keep accurate and comprehensive records pertaining to the maintenance function of all vehicles.
- 4.6.4.5 Analyze such records to improve services.
- 4.6.4.6 Supervise the vehicle cleaning program to ensure a clean and well-maintained fleet at all times.
- 4.6.4.7 Responsible for security and maintenance of the operations facilities, including vehicles, tools, equipment, buildings, fuel, parts, and all other system assets.
- 4.6.4.8 Provide oversight of janitorial and landscaping activities.
- 4.6.4.9 Recruit, select, train, evaluate, and supervise all shop personnel in coordination with the Human Resources Manager.
- 4.6.4.10 Manage the shop safety program in coordination with the Safety and Training Manager to ensure safe work methods are known and followed with the aim of preventing injuries or damage to property.
- 4.6.4.11 Coordinate with vehicle manufacturers, equipment suppliers, and other maintenance professionals and with the Safety and Training Manager to insure that the maintenance staff has the required qualifications and meets ongoing training requirements to run an effective fleet maintenance shop.
- 4.6.4.12 Attend or arrange seminars and training activities as required to maintain up to date knowledge of vehicle maintenance systems and safety procedures, and to meet requirements for

certifications.

4.6.5 Safety and Training Manager

The Safety and Training Manager must have a minimum of two (2) years or equivalent experience within the past five (5) calendar years in managing a safety and training department for a transportation operation.

The Safety and Training Manager is responsible for instilling in each staff member guiding principles of safety and customer service. The Safety and Training Manager's responsibilities include the following:

- 4.6.5.1 Update and implement the location's annual Safety and Security Action Plan.
- 4.6.5.2 Manage and schedule technical and safety training required for all staff, including operators, maintenance staff and supervisors.
- 4.6.5.3 Schedule regular refresher training for all staff, including operators and supervisors, and additional refresher training and additional course work as needed to maintain up to date knowledge and to maintain technical and safety certifications.
- 4.6.5.4 Gather, compile, and report safety, accident, and worker's compensation statistics as required under the contract and to meet agency National Transit Database requirements.
- 4.6.5.5 Investigate and report on all vehicle accidents and workers' compensation accidents.
- 4.6.5.6 Supervise an employee safety team "Safety Solutions" Team.
- 4.6.5.7 Conduct semi-annual location audits to ensure the location complies with company, Palm Tran Connection, county, state, and federal safety requirements.
- 4.6.5.8 Disseminate information on supplemental training courses.
- 4.6.5.9 Maintain accurate training files for all personnel.
- 4.6.5.10 Provide oversight and guidance to operators.
- 4.6.5.11 Assist with daily pull-outs, including inspections and completion of pull-out checklists, as needed.
- 4.6.5.12 Act as the liaison between the CONTRACTOR'S Risk Management Team, PTC and the COUNTY.
- 4.6.5.13 Must maintain the up to date Safety Sensitive List and constant monitoring that all driver's qualification are up to date.

4.6.6 Human Resources (HR) Manager

The Human Resource Manager must have a minimum of two (2) years or equivalent experience within the past five (5) calendar years in managing an HR department for a transportation operation.

The Human Resource Manager will be responsible for employee recruitment, screening, and retention. This position is integral to the effective provision of customer-service- oriented transportation. Key duties of the Human Resources Manager include the following:

- 4.6.6.1 Conducts human resource functions including employee recruitment, screening, and hiring; administration of benefits program; and staff evaluations.
- 4.6.6.2 Maintains employee files.
- 4.6.6.3 Review employee hours and assist in the development and maintenance of employee profiles and payroll data.
- 4.6.6.4 Ensure compliance with client, company, Florida, and federal requirements for employment.
- 4.6.6.5 Serves as Equal Employment Opportunity (EEO) and Affirmative Action (AA) officer for the location.
- 4.6.6.6 Develop local Equal Employment Opportunity Plan.
- 4.6.6.7 Addresses employee concerns and/or complaints.
- 4.6.6.8 Acts as liaison with representatives of an employee union.

4.6.7 Finance Manager

The Finance Manager must have a minimum of two (2) years or equivalent experience within the past five (5) calendar years in managing a finance department for a transportation operation.

The Finance Manager is to be responsible for operational records and all financial administration and reporting. Duties in this position shall include the following:

- 4.6.7.1 Assist the Project Manager with the preparation of the monthly forecast and revenue accrual.
- 4.6.7.2 Develop invoices for Palm Tran Connection.
- 4.6.7.3 Act as the backup to the Project Manager for the timely submission of financial reports and assist and/or prepare financial analysis as directed.
- 4.6.7.4 Direct the accomplishment of special projects involving the analysis of data, the collection of information from a variety of sources, and the identification of areas of concern and makes recommendations for cost savings and efficiency improvements.
- 4.6.7.5 Respond to accounts payable inquiries and works with the Maintenance Manager and Operations Manager concerning procurements.
- 4.6.7.6 Act as the backup to the parts clerk for entering maintenance invoices.

- 4.6.7.7 Act as the supervisor to handle all payroll inquiries and discrepancies.
- 4.6.7.8 Acts as the backup to the Administrative Clerk for the submission of the payroll.

4.6.8 Driver Qualifications, Duties, and Training Driver Qualifications

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

- 4.6.8.1 The CONTRACTOR will maintain a stand-by ratio of 10%, based on the number of daily peak pullouts.
- 4.6.8.2 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.
- 4.6.8.3 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, See Exhibit E. The CONTRACTOR is required to forward a copy of all screening results, both approved and disqualified to Palm Tran Connection.
- 4.6.8.4 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.
- 4.6.8.5 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 is to recheck every six (6) months.
- 4.6.8.6 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.
- 4.6.8.7 The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.
- 4.6.8.8 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, the vehicle MDT and incident and accident reports.
- 4.6.8.9 Drivers of vehicles must pass a pre-employment physical and drug/alcohol test in accordance with Section 4.6.12. Drivers and all other employees performing the safety-sensitive function(s) shall satisfy the requirements of the CONTRACTOR's Drug and Alcohol Testing Program Section 4.6.12.
- 4.6.8.10 Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the CONTRACTOR's obligations:
 - 4.6.8.10.1 Assisting passengers in getting to, on, and off the vehicle.

4.6.8.10.2 Securing mobility devices within the paratransit vehicle.

4.6.8.10.3 Assisting passengers with the carrying of small packages.

Driver Duties

Driver duties and responsibilities include the following:

1. Drivers must follow all Palm Tran Connection operational policies and procedures.
2. 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 pull-out. Determination to “pull” a vehicle off the road is the responsibility of the CONTRACTOR’s window dispatch staff.
3. Drivers shall activate and log-on to their vehicle MDT Unit upon pull-out. Drivers are required to process customer and trip information, including time and mileage of all vehicle pull-outs and pull-ins and all customer pickups and drop-offs, using the vehicle MDT.
4. Drivers shall be required to fulfill the daily manifest on the vehicle 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 route without authorization of PTC Dispatch. Drivers providing service under this Contract are encouraged to suggest 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 for disciplinary action as warranted. 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.
5. Drivers are prohibited from taking customers to any address other than that specified on the vehicle MDT. If the customer insists on a different address, the driver must contact dispatch and obtain authorization before deviating from the address listed on the vehicle MDT. If the customer insists on disembarking the vehicle at a location other than that which is specified on the vehicle MDT, the driver is to contact Palm Tran Connection for assistance.
6. Drivers are required to hit the “perform” button on the vehicle MDT when arriving and again when departing each stop and indicate trip dispositions for trips not completed, such as no shows.
7. All drivers, including trainees, must wear a uniform consisting of a color-coordinated shirt and slacks or Bermuda style shorts (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. The

uniform shall consist of a shirt with a pocket, dark blue Bermuda style shorts, slacks or trousers, a dark baseball type cap (optional), and depending upon the season, a dark blue jacket, and other dark blue outer garments. Each driver will have a minimum of seven (7) uniform shirts. Shirt colors will be assigned by Palm Tran Connection. 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 jean 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. Uniform shirts must be replaced when they are showing signs of excessive wear. Each driver must report to work in their required uniform.

8. 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, the driver's name and the words "Palm Tran Connection." All drivers are provided with such a badge after the successful completion of the driver test (see Driver Training) and verification of the employee file. The badge is to be worn on the upper left side of their uniform, hanging from their collar. If the Operator chooses they may wear their badge using a lanyard as long as it is visible to the customers.
9. 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 answer 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.
10. Drivers shall use interior lighting of the vehicle at night to provide for a safe customer egress from the vehicle. Drivers shall not drop off customers into the path of traffic.
11. Drivers shall not leave a customer at any location that would compromise the safety of the customer or others.
12. Drivers shall not park vehicles in unsafe locations.
13. Drivers shall operate the heating and air conditioning systems so as to provide for the comfort of customers. At a minimum, air conditioning units should be operational at all times. The driver is not authorized to open windows for ventilation in lieu of air conditioning unless the vehicle's air conditioning system fails. Drivers shall immediately report all such failures to PTC Dispatch.
14. Drivers shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other devices. Drivers shall provide assistance to customers using adaptive devices in entering and exiting the lift platform and the vehicle. Drivers shall also provide assistance to ambulatory customers who request to use the lift to enter and exit the vehicle.
15. Prior to departing a pick-up location, drivers are required to ensure that all passengers are wearing seatbelts and shoulder harnesses and that all mobility devices are properly secured. If requested by the passenger, 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) wheelchairs, in addition to the use of seatbelts. Drivers will help secure infant seats, strollers, and any other equipment brought onboard by customers that may 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 secure the scooter.

16. 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 passenger restraint systems as appropriate. Unless refused by the customer, drivers shall escort customers between the vehicle and the first exterior door closest to the public right of way at the customer's origin and destination, unless that door is more than one hundred fifty (150) feet from the vehicle or prohibits line of sight to the vehicle. Drivers are required to assist the customers along the entire path of travel between vehicle and door at both pick-up and drop-off locations. Such assistance may include allowing the customer to hold the driver's arm or shoulder and maneuvering the customer's wheelchair, always with the consent or specific request of the customer. Drivers are prohibited from entering buildings and from providing assistance to persons attempting to navigate more than one (1) step.
17. If the customer requires the assistance of a PCA, it is the customer's responsibility to have either 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 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.
18. 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. The 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 onboard the vehicle.
19. 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 person will put a wheelchair in motion, occupied or unoccupied, while the vehicle is moving, no persons 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 person 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.
20. The driver shall, at the earliest safest moment, report any incidents to dispatch, including, but not limited to, incorrect addresses, customer behavior issues, injuries, geo-code issues.
21. When the driver encounters non-serviceable locations, they are required to inform PTC Dispatch of the problem who will either offer service at an alternative location that is serviceable or inform the customer that curb-to-curb service is the only alternative. If the customer refuses to de-board the vehicle at the disputed location, the driver shall be required to contact PTC dispatch for further instructions.

22. Drivers are required to assist customers with packages. Drivers must not attempt to carry packages while escorting customers to and from the door. While onboard the vehicle, packages must be stored in a location that does not interfere with safety features, a clear path of travel within the vehicle, or securement of other passengers.
23. Drivers shall keep confidential any information that the drivers may have about the medical or other conditions 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.
24. 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 may result in disciplinary action.
25. 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 passengers shall be removed from the performance of services under this Contract.
26. When drivers meet customers, the drivers are required to identify themselves as Palm Tran Connection drivers employed by their CONTRACTOR, confirm the identity of the customer, and verify the destination address.
27. Before a customer exits the vehicle, drivers are required to assist the customer in locating and/or gathering and removing all personal belongings brought on board.
28. Drivers are to inform dispatch if they are going to be more than ten (10) minutes outside of the scheduled pickup window for any rider.
29. Drivers are required to be knowledgeable of all accident and incident procedures.
30. 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 to PTC Dispatch.
31. 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.
32. Drivers are prohibited from distributing any materials to customers, which has not been pre-approved, in writing, by Palm Tran Connection.
33. 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.
34. CONTRACTOR must ensure that each driver's work hours do not exceed legal standards. Work hours include all hours that the driver is in control of the vehicle, including stand-by time and in-route lunches.

35. Drivers are not to carry weapons of any kind.
36. Drivers must comply with requirements for personal protective equipment (PPE).
37. CPR Training is not required.

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 Palm Tran Connection 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 a driver be issued a photo ID badge from Palm Tran Connection. All drivers shall be retested annually.

The competency test is administered once a week or more during the start-up period, as needed. It is administered at Palm Tran Connection'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 twenty (20) minutes per driver for the wheelchair securement test and an additional two (2) hours for up to fifteen (15) drivers concurrently taking the written test. Testing times and locations will be coordinated through the PTC representative/liaison. The COUNTY reserves the right to review, monitor, and approve the CONTRACTOR's Training Programs.

Individuals who were previous employees under this (or the previous paratransit service contract) Contract who have been inactive for more than sixty (60) days must be retrained at the full one hundred twenty (120) hours of training. Any individual being considered for rehire into the program and whose separation is less than sixty (60) days shall be required to receive no less than forty (40) hours of retraining. The subjects of the retraining shall include, at minimum, mobility device securement, accident/incident reporting procedures and the hiring companies Drug and Alcohol policy, Palm Tran Connection reserves the right not to approve applicants with an adverse complaint history. This determination is at the sole discretion of Palm Tran Connection Management.

Individuals who were previous employees under this (or the previous paratransit service contract) Contract who have not been inactive for more than sixty (60) days must be retrained at the full one hundred twenty (120) hours of training. Any individual being considered for rehire into the program and whose separation is less than sixty (60) days shall be required to receive no less than forty (40) hours of retraining. The subjects of the retraining shall include, at minimum, mobility device securement, accident/incident reporting procedures and the hiring companies Drug and Alcohol policy, Palm Tran Connection reserves the right not to approve applicants with an adverse complaint history. This determination is at the sole discretion of Palm Tran Connection Management.

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

- a. Know, understand, follow, and implement Palm Tran Connection policies and procedures provided

to them, including the requirements of the Americans with Disabilities Act (ADA).

- b. Know, understand, follow, and implement disability recognition and sensitivity.
- c. Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training - to include passenger assistance techniques for passengers 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 basic explanation of dialysis treatment and its effect on the customer's stamina during transport.
- d. Know and understand proper procedures for blood borne pathogens.
- e. Ensure sensitivity to and safe transport of persons with disabilities, including the securement and storage of mobility devices.
- f. Professional courtesy, customer service, and the elimination of attitudinal barriers, including conflict resolution and stress management.
- g. Transporting Service Animals.
- h. Emergency Evacuation Procedures.
- i. Defensive Driving Skills, per National Safety Council standards, or an equivalent program.
- j. 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.
- k. Proper handling of assigned vehicles and its equipment.
- l. Proper use of the push-to-talk communication system and the vehicle MDT communication system. Palm Tran will supply one (1) MDT unit for the CONTRACTOR for training purposes. Any replacement units needed due to CONTRACTOR negligence are the responsibility of the CONTRACTOR.
- m. Proper use and securement of child safety seats.
- n. Proper use of all safety equipment onboard the vehicle.
- o. Proper steps to take in the event of an accident, incident, breakdown, or emergency conditions.
- p. Proper explanation of inappropriate customer interaction and restrictions on contact with customers.
- q. Proper pre-trip and post-trip inspections and the basic of Chapter 14.90 rules for driver requirements.

- r. Any other aspects which contribute to the safety, comfort, and efficiency of Palm Tran Connection service.

4.6.9 Road Supervisors Qualifications and Duties

CONTRACTOR shall provide a sufficient number of Road Supervisors to respond to emergencies and break-downs and to periodically observe and assist the drivers in the safe performance of their duties. Minimum road supervisor staffing will include four (4) staff during peak service (5:00 AM to 10:00 AM and 2:30 PM to 6:30 PM) and three (3) during off-peak with one (1) additional Road Supervisor stationed in Belle Glade during all hours of operation. The CONTRACTOR will provide Palm Tran Connection with weekly updates of the Road Supervisor's work schedule by close-of-business Friday of the previous week, and will provide updates as needed noting any significant changes to the schedule.

Road Supervisors shall meet the same minimum qualifications and training as the driver (See Section 4.5.9) but also have at least one (1) year experience in the field of paratransit supervision. At least one (1) Road Supervisor will remain at the base of operations during all hours of operation to coordinate driver and supervisor activities and to maintain communication with safety services in the event of a crash or emergency. This may also be accomplished through cross-training of staff.

The Road Supervisor's primary function is to be in the field working with the drivers and customers to maintain and improve service quality and safety. Road Supervisors may only be assigned to routes or trips scheduled for revenue service or to window dispatch, driver training or office work, in the event of an emergency and during times when they are not simultaneously functioning as a road supervisor. All driver training is to be performed by members of the Safety Department.

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

Road Supervisors 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 the response to emergencies, in-service problems, accidents, and other events.

Road Supervisor vehicles will be supplied by the COUNTY and will be expected to transport customers, in revenue service, in cases of accidents and service failures. The CONTRACTOR is responsible for fueling and maintaining the Road Supervisor vehicles in good working order.

Each vehicle will be clearly identified as a "Safety Supervisor" vehicle and will be equipped with appropriate warning lighting. The CONTRACTOR is responsible to ensure that the vehicle is equipped with the necessary supplies and equipment to respond to emergency situations as needed.

Road Supervisors are required to be in route to any situation within five (5) minutes of the assignment.

4.6.10 Window Dispatcher Qualifications and Duties

The CONTRACTOR shall provide at least two (2) window dispatchers for morning pull-out at each operating location, one (1) window dispatcher for the Glades facility, and one (1) window dispatcher for all other hours of

operation per operation location. Window dispatch personnel are to be available at least thirty (30) minutes prior to the time the first vehicle leaves the facility and until the last vehicle returns to the facility.

Window dispatchers shall meet the same minimum qualifications as Road Supervisors but also have at least one (1) year of experience providing road supervisor functions. Duties include, but are not limited to;

The responsibilities of this position focus on, but are not limited to;

- a. Be at the base to supervise pull-out and ensure that all routes leave the base on-time.
- b. Add driver name to route before leaving base, ensure that the drivers enter the route number and starting miles on the MDT's (Must call this information in the PTC Dispatch as well).
- c. Ensure that there are sufficient vehicles to match the runs that are scheduled, and that there are sufficient drivers for each run at pull-out.
- d. Make driver and vehicle reassignments as needed.
- e. Ensure that pre and post trip inspections are completed.
- f. Communicate with PTC Dispatchers via email on any issue that may affect service such as driver call outs etc. The CONTRACTOR must find a replacement driver to cover the run.
- g. Communicating with the maintenance staff, as needed.
- h. Not make any changes to schedules, this must be handled through PTC Dispatch.
- i. Ensure that drivers have the correct PTT assigned to the route.
- j. Assist drivers with directions and questions.
- k. Assist lost drivers as needed, when requested by the driver or PTC dispatch.
- l. Check-in drivers after the routes have been completed.
- m. Coordinate accidents, incidents and breakdowns with PTC Dispatch.
- n. Give ample notice of yard changes.
- o. Informing dispatch ahead of time of route closures and late pull outs.
- p. Train drivers to contact window dispatch when lost.

4.6.11 Maintenance Personnel Qualifications, Duties, and Training Provision of Maintenance Staff

CONTRACTOR will recruit, train, manage and maintain a sufficient number of mechanics to maintain the Palm Tran Connection vehicle fleet allocated to the CONTRACTOR to ensure that all related duties are performed in a timely fashion and that the required minimum number of vehicles by type are available for each service day.

The minimum expectation is one (1) mechanic per one hundred thousand (100,000) vehicle miles of service per month, with a minimum of four (4) mechanics.

Minimum Requirements for Mechanics

Lead mechanic applicants hired must have a minimum of five (5) years’ experience maintaining the types of vehicles used in Palm Tran Connection service. Supporting mechanics must have a minimum of one (1) year experience. All mechanics shall have a valid Automotive Service Excellence (ASE) certificate (or get within six (6) months) 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. A dated, written statement with the ASE supervisor's signature should accompany the completed work order certifying that the vehicle is ready to go back in revenue service.

Maintenance personnel must also;

- 4.6.11.1 Have held a valid Driver’s License from any U.S. State or U.S. Territory forthe last three (3) years,
- 4.6.11.2 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,
- 4.6.11.3 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 is to recheck every six (6) months,
- 4.6.11.4 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, and,
- 4.6.11.5 Must not have had a driver’s license suspended or revoked for moving violations within the last three (3) years.

General Duties

Maintenance personnel shall maintain all revenue vehicles in accordance with the requirements of the Scope of Work/Services. 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 the same, shall immediately be removed from service until repaired. Maintenance personnel shall maintain all service vehicles in good overall operating conditions. Maintenance personnel will perform both regular and preventive maintenance on vehicles and shall maintain adequate records to enable Palm Tran Connection to verify that preventive maintenance (PM) schedule is being adhered to by the CONTRACTOR. All vehicles must be maintained according to the standards illustrated in your approved maintenance policy. The CONTRACTOR shall be required to clean all vehicles affiliated with this contract in accordance with the requirements of the Scope of Work/Services.

4.6.12 Drug and Alcohol Testing

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. Palm Tran will handle random drug and alcohol test selection, maintaining safety-sensitive employee lists, completing the end of the year MIS report for the FTA, insuring collections sites, and that Substance Abuse Professionals are qualified, training for reasonable suspicion and record keeping.

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

Safety sensitive personnel will be subject to random selection by Palm Tran to take drug and alcohol tests in accordance with the requirements of the CONTRACTOR's, or sub- contractors', drug and alcohol testing program.

In the case of random testing and without warning, Palm Tran will notify which CONTRACTOR's personnel will be subject to random testing. Random testing will occur during all hours of service.

All drug and alcohol testing costs shall be borne by the CONTRACTOR. CONTRACTOR is required to use Palm Tran's Drug and Alcohol contractor, currently, but subject to change:

NMS Management Service, Inc.
ATTN: Maria Delisle - Vice President of Operations
2901 S. Congress Ave.
Palm Springs, FL 33461
(561) 967-8884, ext. 101; Fax: (561) 932-1597
Email: Maria@NMS123.com

4.6.13 Work Place Environment

The CONTRACTOR and its employees shall comply with Palm Tran Connection's "Dignity in the Workplace" and "Drug and Alcohol-Free Workplace" requirements. The CONTRACTOR's employees who violate either of these policies are to be removed from this Contract. The CONTRACTOR also agrees to include the following requirements in each subcontract entered into as part of this Agreement.

The CONTRACTOR, CONTRACTOR's employees, vendors, visitors, and volunteers are to be free of the effect of drugs, alcohol, controlled substances, or other prohibitive substances when they are on Palm Tran Connection property or performing Palm Tran Connection or COUNTY business. In addition, all referenced parties are prohibited from using, possessing, selling, or distributing any drugs, alcohol, controlled substances, or other banned substances when they are on Palm Tran Connection or COUNTY property or performing Palm Tran Connection business. It is the responsibility of the CONTRACTOR to advise its employees of this requirement and to ensure that its employees meet this "fitness for duty" standard. Violators of this policy will not be allowed to remain on Palm Tran Connection or COUNTY property or to continue conducting business for or with Palm Tran Connection. CONTRACTOR will submit to Palm Tran Connection within thirty (30) days of a Drug and Alcohol violation, a written report documenting the actions taken with regard to any of its employees who violate this policy. The CONTRACTOR shall accept all liability arising from the violation of this policy by his/her employees.

The CONTRACTOR shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at Palm Tran Connection. CONTRACTOR acknowledges and agrees that all persons employed by it to manage or work on the Palm Tran Connection or COUNTY premises shall be held accountable for their behavior under the Palm Tran Connection’s Equal Employment Opportunity and Prevention of Harassment Policies and, further, that the CONTRACTOR at the request of Palm Tran Connection will remove from its work on the Contract herein, any employee who should violate these policies as aforesaid. The CONTRACTOR further covenants and agrees that, in the exercise of the rights and privileges granted, its employees or representatives shall not deface or damage the property of the COUNTY. The CONTRACTOR shall assume liability for actions on the part of its employees.

4.6.14 Personnel Records

The CONTRACTOR and independent contractors 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:

- 4.6.14.1 A copy of the signed, dated and completed employment application for each employees, enrollment forms for independent drivers, with the completed drug and alcohol questionnaire.
- 4.6.14.2 A copy of the employee’s valid Florida driver’s license, with the driver’s permanent address.
- 4.6.14.3 A copy of the compliant MVR
- 4.6.14.4 Level 2 background screening run prior to the employee’s hiring.
- 4.6.14.5 E-verify documentation.
- 4.6.14.6 Copies of all certificates for all training which the employee has successfully completed. This includes drug and alcohol training.
- 4.6.14.7 A copy of the employees’ I-9 form.
- 4.6.14.8 A copy of the employees’ INS card, (permanent resident card or employment authorization document), as applicable, and a copy of the applicant social security card.
- 4.6.14.9 A copy of the employee’s physical examination form.
- 4.6.14.10 All required drug and alcohol screening results, up to and including a negative driver FTA drug test before being placed into service.
- 4.6.14.11 This 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 Palm Tran Connection’s project. This must include any and all retraining classes the driver has been subject to.
- 4.6.14.12 The CONTRACTOR must provide to Palm Tran Connection mirror files of each employee performing duties under this contract. (This will include but is not limited to all updates

including MVR's, drivers licenses, and physicals.)

4.7 VEHICLES AND VEHICLE MAINTENANCE

General Requirements

CONTRACTOR shall be responsible for the vehicle maintenance of all revenue vehicles assigned by Palm Tran Connection to the CONTRACTOR identified in Exhibit D. 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 of the Scope of Work/Services. The CONTRACTOR shall maintain all accessibility and onboard equipment, including wheelchair lifts, ramps, securement systems, vehicle 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 the same, shall immediately be removed from service until repaired and re-inspected by Palm Tran Connection prior to being returned to service.

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

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

The CONTRACTOR shall be required to clean vehicles in accordance with the requirements outlined in Section 4.6.5, below.

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 an adequate number of vehicles are ready and in safe working order to cover all scheduled runs assigned to the CONTRACTOR.

No ancillary equipment may be added to vehicles without the approval of Palm Tran Connection. Approval may be contingent upon Pam Tran Connection's access to any proposed equipment.

4.7.1 Vehicle Fleet

The COUNTY will purchase all vehicles for dedicated service use under this Contract. Maintenance vehicles are not supplied. Palm Tran will endeavor to replace cutaway type vehicles when they reach two hundred fifty thousand (250,000) miles and minivan type vehicles at two hundred thousand (200,000) miles. Vehicles may be required for revenue service beyond these thresholds. Palm Tran Connection will notify the CONTRACTOR of any vehicle(s) to be kept in service exceeding the mileage limits.

Due to supply chain issues with vehicle manufacturers, Palm Tran cannot specify a replacement schedule. Revenue service vehicles that exceed the mileage limits may be eligible for reimbursement for major component replacement.

Major repairs shall be defined as:

- a. Engine overhauls
- b. Transmission rebuilding
- c. Differential/rear axle rebuilding

4.7.2 Major Component Replacement Reimbursement

- a. In the event of major component failure, the CONTRACTOR must notify the COUNTY's contract representative/liaison within 48 hours of the major component failure. Notification will include the date of the notice, the date of failure, the vehicle VIN, the vehicle number, the vehicle mileage, a description of the component failure, and the estimated repair cost.
- b. The COUNTY's contract representative will review the cost estimate, approve the repair, deny the repair or seek additional information. This review will include a mechanical assessment of the vehicle.
- c. Upon approval, any major repair work must be completed no later than twenty (20) calendar days from the approval date. Vehicles shall be re- inspected before returning to service.
- d. The CONTRACTOR shall maintain vehicles so that no repair requires the vehicle to be out of service for an extended period. Liquidated damage will be assessed for each day the CONTRACTOR fails to return a vehicle to service after exceeding 20 days unless the CONTRACTOR can document long-term parts not delivered via parts order or other outside services that keep the vehicle from being returned to service.
- e. Once a vehicle gets a replacement of any of its major components, it will remain as part of the fleet and should be utilized for revenue service until the PTC estimates that the vehicle has reached its useful life.
- f. CONTRACTOR shall guarantee all components and parts installed by CONTRACTOR's maintenance department or contracted repairs with the same warranty provided by manufacturers or certified re-builders in the area.

Each vehicle assigned to the CONTRACTOR will have a VEHICLE ASSIGNMENT ACCEPTANCE (Exhibit C) completed at the time the vehicle is transferred to the CONTRACTOR.

Vehicles may have the following equipment pre-installed:

- Q'Straint Mobility Device Securement system
- Hydraulic Wheelchair Lift
- A Multi - camera surveillance system
- Air filtration system
- Reverse camera and backing alert system
- Seating configurations to be determined
- "Mentor Ranger" in-vehicle MDT unit
- Fire Suppression System (Engine Compartment) - Fog Maker Fire Suppression
- Deceleration Light
- Paratransit Van UVPHI--Photo Hydro Ionization

- Custom Paint and Logo's

The COUNTY will utilize a Push-to-Talk (PTT) communication system through AT&T for all dispatch-to-driver communication functions. The COUNTY will provide service plans for all communications devices for routes/drivers and support staff. These plans will be limited to PTT functionality only. CONTRACTOR shall be required to purchase and maintain all and ancillary equipment. The phone device will be greater than or equivalent to the AT&T Sonim XP5800. Ancillary equipment may include, but is not limited to, chargers, earbuds, and holster/belt clip.

Lost PTT devices will be replaced at the CONTRACTOR's expense. PTC will only replace damaged and/or non-functioning PTT equipment. AT&T only sells devices to the end- user. The purchase of equipment would need to be through a third-party seller.

Maintenance vehicles will be supplied by the CONTRACTOR.

4.7.3 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 SSPP MUST be submitted within sixty (60) days of the Contract award.

The CONTRACTOR must also maintain a file for each vehicle in revenue service. This file must include the following information:

4.7.3.1 A copy of the vehicle's valid registration.

4.7.3.2 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.

4.7.3.3 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.

The 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.

4.7.4 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 Statutes and Company Policy are checked. This check must include, at a minimum: cycling of the wheelchair lift.

The CONTRACTOR shall ensure that drivers complete a pre-trip inspection before each run/shift and submit their findings to the 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.

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

4.7.5 Preventive Maintenance Policies and Procedures

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 and Push-to-Talk system.

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

The interval for any scheduled maintenance shall follow the manufacturer's specifications, but shall in no case exceed a variance of plus or minus five hundred (500) miles.

4.7.6 Other Vehicle Equipment Maintenance Procedures Body Damage

The 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, any damage which prohibits the safe operation of the vehicle.

Inside Compartment

The CONTRACTOR must maintain all passenger 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.

Heating and Air-Conditioning

Heating and air-conditioning (A/C) systems must be maintained as required to ensure the passenger compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions. Vehicles must NOT be operated without a fully functioning A/C system.

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, the CONTRACTOR must cycle the vehicle 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 is not limited to, the replacement of worn components, gear cleaning, and adjustments in alignment as necessary. Where a lift fails in service, that vehicle is immediately removed from service and replaced with a functioning vehicle.

On-Board Camera System Maintenance

Frequent maintenance of the onboard camera system is required, including verifying the cameras are recording properly, lenses are clean and all relevant information is correct.

Vehicle Cleaning

The CONTRACTOR shall ensure that the exterior of the vehicles are washed and the interiors cleaned and disinfected every other day. Vehicle exterior wash is to include the roof, tires and wheel wells. Interior and exterior graffiti is to be removed daily prior to the vehicle operating in revenue service. Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris. Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints prior to service. Dashboards, wheel wells, handrails, securement straps, doors, walls, ceiling and ledges shall be kept clean and free of dirt and grease. Operator and passenger seating areas and upholstery shall be swept and vacuumed daily and cleaned and brushed with detergent and rinsed weekly. The CONTRACTOR will use only those cleaning supplies that are approved as safe by the manufacturer of the product they are cleaning. Palm Tran Connection reserves the right to remove any vehicle from service that does not meet with COUNTY cleanliness standards.

The CONTRACTOR will supply a daily and weekly cleaning checklist for approval.

The paratransit vehicles must be free of insects/rodents at all times. (As such the vehicles will be subject to interior insect fumigation on an as needed bases.)

UNDER NO CIRCUMSTANCES ARE THE VEHICLE EXTERIORS TO BE PRESSURE WASHED. ADDITIONALLY, AT NO TIME SHALL THE INTERIORS OF THE VEHICLES BE WASHED OUT USING A HOSE OR PRESSURE WASHER.

The use of scented cleaners and/or fragrances/perfumes is prohibited.

The CONTRACTOR shall ensure the health and safety of the drivers and riders by implementing disinfecting/cleaning practices for the paratransit vehicles that are consistent with the current guidelines set forth by the Centers of Disease Control and Prevention (CDC), and local, state, and federal mandates.

Physical Loss or Damage Including Total Losses

Within ten (10) days of a physical damage to a vehicle in CONTRACTOR’s care, CONTRACTOR shall have the vehicle repaired, or appraised by an independent appraiser. If through appraisal, the damages meet the threshold for a total loss, CONTRACTOR shall provide COUNTY with a copy of the appraisal and shall pay COUNTY the actual cash value (ACV) of the vehicle within ten (10) days of being declared a total loss subject

to agreement of the value by COUNTY. Salvage shall be retained by CONTRACTOR; unless otherwise directed by COUNTY, and upon sale of the salvage, additional proceeds shall be paid to COUNTY. Time-frames may only be extended withthe agreement of COUNTY. COUNTY reserves the right to have its own independent appraisal done.

4.7.7 Parts Inventory

CONTRACTOR shall purchase and maintain a parts inventory sufficient to support – and not delay – vehicle maintenance. Inventory levels shall be adjusted based on a usage analysis. CONTRACTORS must meet a minimum inventory level of two (2) weeks usage for all parts. Palm Tran Connection recommends that the parts room be made secure and that parts issued are properly tracked on work orders. The parts room must be locked when not attended by maintenance personnel or clerk.

Spare parts do not need to be OEM; aftermarket parts are acceptable.

4.7.8 Fueling

Vehicles are NOT to be fueled with customers on board.

A fuel/fluids report for each vehicle shall be maintained and reported monthly. This will include the date of the fueling, the vehicle number, gallons of fuel, the price per gallon, fuel type, mileage, and total cost.

4.7.9 Maintenance Reporting

The 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. The CONTRACTOR will submitweekly all the work orders associated with the preventive maintenance (PM) of any vehicle that had service completed The CONTRACTOR should also maintain records of all repairs completed to any fleet vehicle and the documentation should be retained in the vehicle history file.

At a minimum, the CONTRACTOR will maintain and submit to PTC the following reports:

- 4.7.9.1
- Daily Down Report: consists of the vehicle number, reason vehicle is out of service, date out service, number of days vehicle has been out of service and projected day the vehicle will be back in service.

The contractor will submit this report daily to Palm Tran Connection.

- 4.7.9.2
- Monthly Preventive Maintenance Compliance Report: The report will include the date of the report, vehicle number, year, vehicle make/model, current mileage, PM mileage due, PM mileage performed, and PM type. The report will include, per vehicle, if the service was done early, on time, or late according to the inspection requirement of every 4,000 miles. Additionally, the total PMs’ performed in a month and percentages of early, on time, and late per the mileage requirements should be included.

The contractor will submit weekly the work orders associated with the preventive

maintenance of any vehicle that had a PM completed. The Contractor will submit this report to PTC on the 8th of every month.

4.7.9.3 Monthly Road Call Report: The Road Call Report (RCR) will include the date of the road call, vehicle number, maintenance issue, and resolution.

The Contractor will submit this report to PTC on the 8th of every month.

4.7.9.4 Monthly Mileage Report: The monthly mileage report consists of the vehicle number, year, make, model, status (active/spare/other), useful life, and up-to- date vehicle miles.

The Contractor will submit this report to PTC on the 8th of every month.

4.7.9.5 Monthly Fuel Oil Consumption Report: The report will include the total monthly amount of fuel during revenue service. The report will include the totals by type of fuel.

The Contractor will submit this report to PTC on the 8th of every month.

4.7.10 Palm Tran Connection’s Vehicle/Maintenance Oversight and Monitoring

Palm Tran Connection’s Vehicle/Maintenance Oversight Program will consist of the following:

- 4.7.10.1 Weekly review of the Daily Down Report.
- 4.7.10.2 Monthly review of the Preventive Maintenance Compliance Report, Road Call Report, Customer Complaints due to Mechanical Failure, and Fuel/Oil consumption report.
- 4.7.10.3 Unannounced Random Vehicle Safety Inspections.
- 4.7.10.4 Unannounced Random Vehicle History File reviews.
- 4.7.10.5 Unannounced visits to the CONTRACTOR’s operations facility to review hard copies of vehicle maintenance records, compliance with insurance regulations, parts inventory, and check for cleanliness and overall vehicle condition.

4.7.11 Vehicle Transition

From time to time during the Contract, Palm Tran Connection may elect to shift runs and vehicles among CONTRACTORS as outlined in Article 29 - Modifications of Work.

The process will be as follows:

- 4.7.11.1 Palm Tran Connection will give the CONTRACTORs involved a seven (7) day notice of the intention to shift vehicles.
- 4.7.11.2 Palm Tran Connection will decide which vehicles are to be shifted. Within seven (7) days of the transfer and no later than seven (7) days before the transfer, the CONTRACTOR who is receiving the additional vehicles will be given an opportunity to inspect the identified

vehicles before they are transferred and indicate whether the vehicles have been properly maintained and repaired, normal wear and tear of the vehicle aside. If CONTRACTOR determines that work needs to be done to get these vehicles into a safe and operating condition, Palm Tran will review the assessment and estimated cost. Palm Tran may accept, adjust or reject the report. Any costs determined by Palm Tran to be needed to get the vehicle into a safe operating condition will be deducted from the invoice of the CONTRACTOR who had been maintaining these vehicles.

- 4.7.11.3 The above provision also includes all in-vehicle equipment to be in good working order.
- 4.7.11.4 The transfer of the vehicles will be the responsibility of the CONTRACTOR, accepting the vehicle to take place after the last run of the vehicle on the day before the vehicle is to be operated by the new CONTRACTOR. The vehicle will be available no later than 10:00 pm and thoroughly cleaned before the transfer takes place. CONTRACTOR accepting vehicle shall provide written acceptance stating the vehicle is in acceptable working condition.
- 4.7.11.5 At the end of the Contract, the same procedure will be followed.
- 4.7.11.6 Transfers of vehicles to Palm Tran at the end of their service run will follow the same procedure, except that the CONTRACTOR will remove all adhesives bearing Palm Tran or Palm Tran Connection logos or branding elements from the exterior and interior of the vehicles before the transfer occurs.

4.8 MAINTENANCE FACILITY

The CONTRACTOR's facility must be located within Palm Beach County and in the Core Service Area.

- North COUNTY CONTRACTOR - Run Package "A" will have an operational base in the northern part of the COUNTY (north of Southern Blvd to the northern Palm Beach County line). The North COUNTY CONTRACTOR will also have a remote facility located in the Glades region capable of parking thirty vehicles and handling all preventative and type "A" maintenance.
- South COUNTY CONTRACTOR – Run Package "B" will have an operational base in the southern part of the COUNTY (south of Southern Blvd to the southern Palm Beach County line).

The CONTRACTOR must utilize a facility or facilities, which meet(s) the following conditions:

- a. The CONTRACTOR's facilities must be suitable for conducting all functions to be performed in conjunction with the Contract.
- b. The CONTRACTOR's facilities must be fully accessible to persons with disabilities.
- c. The CONTRACTOR's facilities must have lighted, ample secured parking for both service vehicles and employees' vehicles (no co-mingling of parking).
- d. The CONTRACTOR's facilities must be able to accommodate program growth and/or vehicle reassignment of up to seventy (70) vehicles.

- e. The CONTRACTOR's facilities must have adequate maintenance area to allow for the expeditious cleaning, maintenance and repair of all vehicles.
- f. If the CONTRACTOR intends on provided in-house bodywork, then the maintenance facility must have adequate space to accommodate. Otherwise, provide a description as to how bodywork will be completed.
- g. The CONTRACTOR's facilities must be dedicated to and for the sole use of supporting Palm Tran Connection services. No ancillary use is allowed.
- h. The facility may be leased or owned by the CONTRACTOR.
- i. The CONTRACTOR's facilities each must have a secure parking area dedicated to storage of Palm Tran vehicles with lighting, video surveillance and gates. The dedicated parking area must be of sufficient size to store at least 1.50 times the existing fleet.
- j. The CONTRACTOR's facilities each must have a dedicated parking area for staff and employee parking, with a minimum of one (1) parking space for each contractor staff member and employee assigned to the facility.
- k. The CONTRACTOR's facilities have separate parking areas for Palm Tran vehicles and employee vehicles.
- l. The CONTRACTOR's facility must be equipped with an automated bus wash or designated wash area of sufficient size and environmental protection to provide exterior cleaning for the largest type of Palm Tran vehicles currently assigned.
- m. The facility must have adequate indoor cell phone reception to allow use of cell phones throughout the facility.
- n. The facility must have an electric generator(s) available and capable of generating adequate power to maintain all operations in the event of power loss.

4.9 **COMPUTER, HARDWARE, AND SOFTWARE**

Palm Tran Connection uses the Trapeze Paratransit Management Software for all functions required to support service.

- a. The CONTRACTOR shall supply an adequate number of personal computers and printers for use at their base of operations to meet the obligations of the Contract.
- b. The CONTRACTOR must provide a high-speed internet connection (minimum 150 Mbps) for access to the COUNTY's Enterprise Network.
- c. The CONTRACTOR must supply all business software and antivirus protection for their computer equipment.
- d. Palm Tran Connection will be responsible for providing the software necessary for the

CONTRACTOR to access the Trapeze Paratransit Management Software remotely.

- e. Palm Tran Connection will provide technical assistance in accessing the Trapeze Paratransit Management Software.

4.10 REQUIRED REPORTING

The 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:

- a. National Transit Database (NTD) report: A template will be provided. The completed report is due by the 15th of each month for the prior month's data.
- b. Transportation Disadvantaged Annual Operating Report (TDAOR): A template will be provided. The completed report will be due by the 15th of each month for the prior month's data.
- c. Mileage Report - Monthly revenue miles, revenue hours, total revenue miles and hours.
- d. Vehicle Maintenance Documentation - CONTRACTOR is to send all vehicle maintenance records to Palm Tran Connection.
- e. A report of all Disadvantaged Business Enterprise (DBE) 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 DBE: date of payment and amount of payment. The report must also show the cumulative payments to DBE contractors and the weekly and cumulative percentages of participation. This information will be required in order to process invoices.
- f. Monthly fuel consumption report to include both propane and unleaded gasoline.
- g. A Safety Sensitive List of all current drivers, dispatchers and road supervisors shall be reported to Palm Tran Connection on Friday for each and every week. Each roster shall indicate the driver's name, driver's license number and expiration date, date of hire, Level Two expiration date, last drug & alcohol test date, and Motor Vehicle Record (MVR) review date. New employees shall be highlighted. Requirements may be adjusted as needed.
- h. Insurance certificates must be on file no less than ten (10) business days prior to the expiration of the current policy with the approved endorsements.
- i. The assistance may include, but not be limited to, providing records, receipts, reports, etc., answering questions from Palm Tran Connection's staff, completing report forms, etc.
- j. Annual Report – Annually, Connection will complete a full audit of the CONTRACTOR's performance under the terms of this contract. CONTRACTOR will have 30 days to provide for corrective actions of any deficiencies.

- k. Safety Meeting Agendas and minutes will be submitted when scheduled.
- l. Weekly Operational Summary, including, but not limited to, total staffing by function, staff shortages, and vehicle availability.

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 during the term of the Contract and within Palm Beach County for five (5) years thereafter, unless otherwise provided herein.

4.11 ADDITIONAL REQUIREMENT(S) OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRANTEES

When a CONTRACTOR receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, CONTRACTOR shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the CONTRACTOR receives less than full payment, then the CONTRACTOR shall be required to disburse only the funds received on a pro-rata basis with the CONTRACTOR, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the CONTRACTOR of full or partial payment, the CONTRACTOR shall pay the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or CONTRACTORS in proceedings brought against CONTRACTORS under the provisions of this section.

4.12 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:

- a. 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. Typically, this will involve one (1) to five (5) meetings per month.
- b. Distribute notices, flyers, brochures, surveys, and other authorized documents to customers onboard Palm Tran Connection vehicles.
- c. Attend public meetings as required by Palm Tran Connection. These include, but are not limited to, Palm Tran Service Board, Palm Tran Service Board Paratransit Subcommittee, and the Palm Beach County Transportation Disadvantaged Local Coordinating Board.
- d. During disasters and public evacuation, the CONTRACTOR shall make available all requested

resources to respond to a public evacuation.

- e. Operate additional 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.
- f. Maintain required FEMA certifications and training as required by Palm Tran.

The CONTRACTOR, at its own expense, is required to return any personal belongings left on vehicles, within three (3) business days, to the customers who left them. The CONTRACTOR may deliver the item, mail the item, or the customer may pick-up their own belongings if they desire.

Lost items should be kept by the CONTRACTOR for a minimum of thirty (30) days (Palm Tran Standard) in the event the owner does not immediately identify the items as missing, and all efforts have been made to identify the owner. The CONTRACTOR may dispose of any lost items not claimed after thirty (30) days.

4.13 PUBLICITY, PUBLIC COMMUNICATIONS, AND COMMUNITY OUTREACH

The CONTRACTOR shall not engage in any publicity regarding Palm Tran Connection without the 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. Failure to comply shall result in removal from the project of the individual(s) failing to follow this procedure.

The 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 the 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.

The CONTRACTOR is prohibited from conducting eligibility outreach or marketing of Palm Tran Connection service except as specifically authorized by Palm Tran Connection.

4.14 SPECIAL EVENTS

The CONTRACTOR may be requested, at the sole discretion of Palm Tran, to provide Special Events or Special services. These services are in addition to the normal daily operations and may consist of mobility on demand, shuttle services, or transporting riders from large events to various destinations. Services provided for special events will be reimbursed under the contracted rates for RVH service or non-dedicated service rates.

EXHIBIT B
PRICE PAGES

APPENDIX A
PRICE PROPOSAL PAGES
1 Year Extension

Cost Summary	
	1/1/2023 - 12/31/2023
Mobilization Costs	\$0.00
Fixed Costs	\$3,700,806.72
Dedicated Variable Costs	\$15,299,197.90
Non-Dedicated Variable Costs	N/A
Fuel Costs	N/A
Annual Costs	\$19,000,004.63
Bi-Weekly Progress Payment (2.08%)	\$395,200.10
Variable Cost per Revenue-Hour (Dedicated)	\$47.81

	1/1/2023 - 12/31/2023
FIXED COSTS	
Administrative	
1 Admin. Personnel Salaries/Wages	712,031.44
2 Admin. Personnel Fringe Benefits	129,629.69
3 Road Supervisor/Dispatch Personnel Wages	446,888.68
4 Fringe Benefits, If Any	68,419.27
5 Road Supervisor/Dispatch Recruitment/Training	-
6 Management Support	-
7 General Liability Insurance	-
8 General Supplies	26,295.77
9 Mail/Courier	5,541.26
10 Copier Lease	30,463.10
11 Travel/Workshop Training	5,540.10
12 Non-Vehicle Financing Costs	-
13 Other (describe: DriveCam & MobilEye monthly fee)	43,806.00
14 Other (describe: Computer Equipment)	23,122.00
15 Other (describe: Interest)	\$176,561.98
16 Other (describe: Leasehold Improvements)	\$58,850.00
17 Other (describe: Exterior Bus Washing (DBE))	\$264,000.00
18 Other (describe:)	\$0.00
16 Sub-Total Administrative Costs	1,997,154.29
17 Mgmt. Fee	159,772.34
Facility	
18 Rent, Lease, Own	\$420,000.00
19 Utilities	\$38,002.56
20 Janitorial Services/Supplies	\$0.00
21 Facility Insurance	\$0.00
22 Other (describe: Building Maintenance)	\$1,500.00
23 Other (describe: Property Taxes)	\$26,697.19
24 Other (describe:)	\$0.00
25 Other (describe:)	\$0.00
26 Other (describe:)	\$0.00
27 Other (describe:)	\$0.00
Equipment	
28 Phone/Fax System/Hardware	24,314.18
29 Computer Hardware	\$0.00
30 Computer Hardware Maintenance	\$38,134.30
31 Furnishings	\$0.00
32 Large Maintenance Equipment (> \$1,000)	\$0.00
33 Other (describe: DriveCam & MobilEye units)	\$0.00
34 Other (describe: Profit)	\$995,231.87
35 Other (describe:)	\$0.00
36 Other (describe:)	\$0.00
37 Other (describe:)	\$0.00
38 Other (describe:)	\$0.00
39 Sub-Total Facility and Equipment Costs	\$1,543,880.09
40 Total Fixed Costs (Rows 16+17+39)	\$3,700,806.72

	1/1/2023 - 12/31/2023
VARIABLE COSTS	
Revenue Vehicle Operations	
1 Driver Wages	\$6,187,815.16
2 Driver Fringe Benefits, If Any	\$1,595,872.86
3 Driver Recruitment and Training	\$193,411.46
4 Vehicle Insurance	\$1,965,813.74
5 Other (describe: Subcontracted Service)	\$2,624,406.80
6 Other (describe:)	\$0.00
7 Other (describe:)	\$0.00
8 Other (describe:)	\$0.00
9 Other (describe:)	\$0.00
Revenue Vehicle Maintenance	
10 Maintenance Personnel Wages	\$801,832.40
11 Any Other Fringe Benefits	\$132,876.30
12 Maintenance Staff Recruitment/Training	\$10,957.62
13 Maintenance Supplies/Tires	\$931,584.53
14 Other (describe:)	\$0.00
15 Other (describe:)	\$0.00
16 Other (describe:)	\$0.00
17 Other (describe:)	\$0.00
Non-Revenue Vehicles	
18 Non-Revenue Vehicle Lease/Purchase	\$0.00
19 Non-Revenue Vehicle Insurance	\$0.00
20 Non-Revenue Vehicle Fuel & Maintenance	\$0.00
21 Towing	\$37,147.98
22 Other (describe:)	\$0.00
23 Other (describe:)	\$0.00
24 Other (describe:)	\$0.00
25 Other (describe:)	\$0.00
26 Other (describe:)	\$0.00
27 Sub-Total Variable Costs	\$14,541,718.85
28 Mgmt. Fee	\$757,479.05
29 Total Variable Costs	\$15,299,197.90

Weekly Fixed Cost Reimbursement		
Weekly Fixed Cost Reimbursement		\$71,169.36
Per Actual Vehicle Hours Variable Reimbursement Rates		
Est. Actual Vehicle Hours per Year		320,000
Total Variable Cost (Row 29)		\$15,299,197.90
Variable Cost per Revenue-Hour		\$47.81

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 CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE A.
2. TERM. The term for vehicle assignment begins on January 1, 2023, and ends on December 31, 2027, with two (2) two (2) year options for renewal at the sole discretion of the COUNTY.
3. USAGE. vehicles are assigned by the COUNTY to the CONTRACTOR solely for the provision of transportation services in accordance with the CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE A, 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 "D".
5. REGISTRATION AND TAXES. The COUNTY is responsible for all costs to register, title and license each vehicle described in Exhibit D. 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 D must include this Assignment in its entirety.
8. ACCEPTANCE. Upon delivery of the vehicles as described in Exhibit D, 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 "D" to the CONTRACTOR. The parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") 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 #: _____

Mileage: _____

VIN # (last 5 digits): _____

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: _____

Revised: 02/16

EXHIBIT D
ASSIGNED VEHICLES

Vehicle Number	Year	Make	Model	VIN Number	Propane / Gasoline	Capacity	Tag #	Vehicle Asset Tag #	Mileage
2901	2020	Toyota	Sienna	5TDZZ3DC2LS038902	Gasoline	4&0	TG8835	10214219	117147
2902	2020	Toyota	Sienna	5TDZZ3DC2LS038730	Gasoline	4&0	TG8834	10214220	103361
2903	2020	Toyota	Sienna	5TDZZ3DC2LS038532	Gasoline	4&0	TG8836	10214256	131317
2904	2020	Toyota	Sienna	5TDZZ3DC2LS038497	Gasoline	4&0	TG8837	10214257	110106
2905	2020	Toyota	Sienna	5TDZZ3DC1LS038664	Gasoline	4&0	TG8838	10214258	135723
2906	2020	Toyota	Sienna	5TDZZ3DC1LS038902	Gasoline	4&0	TG8839	10214259	125103
2908	2020	Toyota	Sienna	5TDZZ3DC5LS038286	Gasoline	4&0	TG8841	10214261	103211
2909	2020	Toyota	Sienna	5TDZZ3DC2LS038940	Gasoline	4&0	TG8842	10214262	107505
2910	2020	Toyota	Sienna	5TDZZ3DC1LS039412	Gasoline	4&0	TG8843	10214263	118791
2911	2020	Toyota	Sienna	5TDZZ3DC4LS038880	Gasoline	4&0	TG8844	10214284	83638
2912	2020	Toyota	Sienna	5TDZZ3DC1LS038264	Gasoline	4&0	TG8845	10214285	91618
2913	2020	Toyota	Sienna	5TDZZ3DC4LS038517	Gasoline	4&0	TG8846	10214286	90394
2914	2020	Toyota	Sienna	5TDZZ3DC2LS039000	Gasoline	4&0	TG8847	10214267	106684
2958	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64273	Gasoline	6&2	T16090	10220269	101435
2951	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64274	Gasoline	6&2	T16118	10220959	103567
2952	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG2LKA64275	Gasoline	6&2	T16094	10220823	85501
2953	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG4LKA64276	Gasoline	6&2	T16089	10220270	85510
2954	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64277	Gasoline	6&2	T14131	10220988	92003
2955	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64278	Gasoline	6&2	T16119	10220980	92680
2956	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64279	Gasoline	6&2	T16110	10220961	69212
2957	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64280	Gasoline	6&2	T16107	10220982	95788
2958	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64281	Gasoline	6&2	T16111	10220963	119734
2959	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64282	Gasoline	6&2	T14138	10221401	90686
2960	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG1LKA64283	Gasoline	6&2	T17352	10222001	96625
2961	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG3LKA64284	Gasoline	6&2	T16106	10220984	118659
2962	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG5LKA64285	Gasoline	6&2	T16095	10220824	108327
2963	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG7LKA64286	Gasoline	6&2	T17354	10222046	100521
2964	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64287	Gasoline	6&2	T16116	10220985	87490
2965	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64288	Gasoline	6&2	T14128	10221410	132262
2966	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG2LKA64289	Gasoline	6&2	T14136	10221406	98716
2967	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64290	Gasoline	6&2	T14135	10221407	98584
2968	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG8LKA64291	Gasoline	6&2	T17351	10222003	102198
2969	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG2LKA64292	Gasoline	6&2	T16117	10220986	112029
4801	2014	Dodge	Braun	2C7WDGB63ER476535	Gasoline	3&1	TD8708	10197785	262608
4802	2014	Dodge	Braun	2C7WDGB63ER476536	Gasoline	3&1	TD0057	10197716	266389
4803	2014	Dodge	Braun	2C7WDGB67ER476537	Gasoline	3&1	TC8987	10197786	240121
4804	2014	Dodge	Braun	2C7WDGB68ER476538	Gasoline	3&1	TD0066	10197717	250457
4805	2014	Dodge	Braun	2C7WDGB60ER476539	Gasoline	3&1	TD0067	10197718	204387
4806	2014	Dodge	Braun	2C7WDGB67ER476540	Gasoline	3&1	TD0068	10197719	269589
4807	2014	Dodge	Braun	2C7WDGB68ER476541	Gasoline	3&1	TD0069	10197720	370390
4808	2014	Dodge	Braun	2C7WDGB60ER476542	Gasoline	3&1	TD0058	10197721	188633
4809	2014	Dodge	Braun	2C7WDGB62ER476543	Gasoline	3&1	TD0059	10197722	254744
4810	2014	Dodge	Braun	2C7WDGB64ER476544	Gasoline	3&1	TD0080	10197723	242438
4821	2014	Dodge	Braun	2C7WDGB69ER476555	Gasoline	3&1	TD0089	10187791	171501

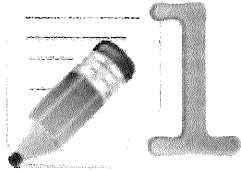
20141	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG5LKB80473	Gasoline	6&2	TJ2662	10222468	67499
20142	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG7LKB80474	Gasoline	6&2	TJ6501	10222419	95358
20143	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG9LKB80475	Gasoline	6&2	TJ1325	10222374	87432
20144	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG0LKB80476	Gasoline	6&2	CYX3308	10222428	74056
20145	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG2LKB80477	Gasoline	6&2	TJ9602	10222403	93099
20146	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG7LKB80488	Gasoline	6&2	TJ1327	10222356	98669
20147	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG5LKB80487	Gasoline	6&2	TJ2654	10222439	83726
20148	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG3LKB80486	Gasoline	6&2	TJ2657	10222464	80111
20149	2020	FORD	COLLINS T24WRH-F310G	1FDES8PG1LKB80485	Gasoline	6&2	TJ2571	10222436	86479
21216-P	2021	FORD	TURTLE TOP	1FDFE4FN3MDC40854	Propane	10&2	TJ2387	10222661	47568
21217-P	2021	FORD	TURTLE TOP	1FDFE4FN5MDC40855	Propane	10&2	TH6415	10222617	54830
21218-P	2021	FORD	TURTLE TOP	1FDFE4FN7MDC40856	Propane	10&2	TJ2389	10222691	49472
21219-P	2021	FORD	TURTLE TOP	1FDFE4FN9MDC40857	Propane	10&2	TJ2382	10222662	34409
21220-P	2021	FORD	TURTLE TOP	1FDFE4FN0MDC40858	Propane	10&2	TH6414	10222663	44864
21221-P	2021	FORD	TURTLE TOP	1FDFE4FN2MDC40859	Propane	10&2	TJ2381	10222665	49329
21222-P	2021	FORD	TURTLE TOP	1FDFE4FN3MDC40860	Propane	10&2	TJ2386	10222664	37411
21223-P	2021	FORD	TURTLE TOP	1FDFE4FN0MDC40861	Propane	10&2	TJ2380	10222618	37440
21224-P	2021	FORD	TURTLE TOP	1FDFE4FN2MDC40862	Propane	10&2	TJ2378	10222619	42703
21225-P	2021	FORD	TURTLE TOP	1FDFE4FN4MDC40863	Propane	10&2	TJ2377	10222609	36466
21226-P	2021	FORD	TURTLE TOP	1FDFE4FN6MDC40864	Propane	10&2	TJ2385	10222692	39933
5202 - P	2015	Ford E450	Glaval	1FDFE4FS9FDA00023	Propane	8&3	TD8419	10197638	268279
5203 - P	2015	Ford E450	Glaval	1FDFE4FS9FDA00024	Propane	8&3	TD9617	10197701	219428
5210 - P	2015	Ford E450	Glaval	1FDFE4FS1FDA01358	Propane	8&3	TD9185	10197645	268097
5213 - P	2015	Ford E450	Glaval	1FDFE4FS1FDA01361	Propane	8&3	TD8426	10197702	255522
5367 - P	2015	Ford E450	Glaval	1FDFE4FS4FDA01371	Propane	12&2	TD9181	10197700	236217
6309 - P	2015	Ford E450	Glaval	1FDFE4FS8FDA01373	Propane	12&2	TD8413	10197636	249632
21227-P	2021	FORD	TURTLE TOP	1FDFE4FN7MDC21840	Propane	10&2	TJ4221	10223342	22065
21228-P	2021	FORD	TURTLE TOP	1FDFE4FN8MDC20485	Propane	10&2	TJ6801	10223577	15545
21229-P	2021	FORD	TURTLE TOP	1FDFE4FN3MDC20491	Propane	10&2	TJ4188	10223343	14297
21230-P	2021	FORD	TURTLE TOP	1FDFE4FN9MDC20477	Propane	10&2	TJ7862	10223592	17153
21231-P	2021	FORD	TURTLE TOP	1FDFE4FN8MDC20484	Propane	10&2	TJ6334	10223512	6457
21232-P	2021	FORD	TURTLE TOP	1FDFE4FN7MDC20493	Propane	10&2	TJ6333	10223490	17196
21233-P	2021	FORD	TURTLE TOP	1FDFE4FN0MDC20481	Propane	10&2	TJ7861	10223743	11511
22201-P	2022	FORD	TURTLE TOP	1FDFE4FN9MDC42710	Propane	10&2	TJ7537	10224030	376
22339	2022	FORD	TURTLE TOP	1FDFE4FN7NDC43077	Gasoline	6&2	TJ8407	10223905	7799
22340	2022	FORD	TURTLE TOP	1FDFE4FN4MDC43070	Gasoline	6&2	TJ8779	10223921	13948
22341	2022	FORD	TURTLE TOP	1FDFE4FN0MDC43073	Gasoline	6&2	TJ8405	10223906	16635
22342	2022	FORD	TURTLE TOP	1FDFE4FN6MDC43071	Gasoline	6&2	TJ8776	10223922	12273
22343	2022	FORD	TURTLE TOP	1FDFE4FN4MDC43068	Gasoline	6&2	TJ8324	10223948	12417
22344	2022	FORD	TURTLE TOP	1FDFE4FN8MDC43099	Gasoline	6&2	TJ8781	10223923	13376
22345	2022	FORD	TURTLE TOP	1FDFE4FN6MDC43095	Gasoline	6&2	TJ8775	10223912	13021
22346	2022	FORD	TURTLE TOP	1FDFE4FN8MDC43086	Gasoline	6&2	TJ8408	10223907	15205
22347	2022	FORD	TURTLE TOP	1FDFE4FN0MDC43067	Gasoline	6&2	TJ8773	10223924	13545
22348	2022	FORD	TURTLE TOP	1FDFE4FN3MDC43090	Gasoline	6&2	TJ7538	10224044	1905
22349	2022	FORD	TURTLE TOP	1FDFE4FN9MDC43095	Gasoline	6&2	TJ8780	10223925	9916
22101	2022	FORD	TURTLE TOP	1FDES8PG6NKA20660	Gasoline	6&2	TJ7937	10223910	6128

20141	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG5LKB80473	Gasoline	6&2	TJ2662	10222488	87489
20142	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG7LKB80474	Gasoline	6&2	TJ9601	10222419	95358
20143	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG9LKB80475	Gasoline	6&2	TJ1325	10222374	87432
20144	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG0LKB80476	Gasoline	6&2	CYX3308	10222428	74056
20145	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG2LKB80477	Gasoline	6&2	TJ9602	10222403	93099
20146	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG7LKB80488	Gasoline	6&2	TJ1327	10222356	98668
20147	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG5LKB80487	Gasoline	6&2	TJ2654	10222439	83726
20148	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG3LKB80485	Gasoline	6&2	TJ2657	10222454	80111
20149	2020	FORD	COLLINS T24WRH-F310G	1FDES6PG1LKB80485	Gasoline	6&2	TJ2571	10222438	86479
21216-P	2021	FORD	TURTLE TOP	1FDFE4FN3MDC40854	Propane	10&2	TI2387	10222681	47568
21217-P	2021	FORD	TURTLE TOP	1FDFE4FN5MDC40856	Propane	10&2	TH6415	10222617	54830
21218-P	2021	FORD	TURTLE TOP	1FDFE4FN7MDC40856	Propane	10&2	TI2388	10222691	49472
21219-P	2021	FORD	TURTLE TOP	1FDFE4FN9MDC40857	Propane	10&2	TI2382	10222662	34409
21220-P	2021	FORD	TURTLE TOP	1FDFE4FN0MDC40858	Propane	10&2	TH6414	10222663	44864
21221-P	2021	FORD	TURTLE TOP	1FDFE4FN2MDC40859	Propane	10&2	TI2381	10222665	49329
21222-P	2021	FORD	TURTLE TOP	1FDFE4FN9MDC40860	Propane	10&2	TI2386	10222664	37411
21223-P	2021	FORD	TURTLE TOP	1FDFE4FN0MDC40861	Propane	10&2	TI2380	10222618	37440
21224-P	2021	FORD	TURTLE TOP	1FDFE4FN2MDC40862	Propane	10&2	TI2378	10222619	42703
21225-P	2021	FORD	TURTLE TOP	1FDFE4FN4MDC40863	Propane	10&2	TI2377	10222609	38466
21226-P	2021	FORD	TURTLE TOP	1FDFE4FN6MDC40864	Propane	10&2	TI2385	10222692	39933
5202 - P	2015	Ford E450	Glaval	1FDFE4FS8FDA00023	Propane	8&3	TD8419	10197638	288279
5203 - P	2015	Ford E450	Glaval	1FDFE4FS9FDA00024	Propane	8&3	TD9617	10197701	219429
5210 - P	2015	Ford E450	Glaval	1FDFE4FS1FDA01358	Propane	8&3	TD9185	10197845	268097
5213 - P	2015	Ford E450	Glaval	1FDFE4FS1FDA01361	Propane	8&3	TD8428	10197702	255522
5307 - P	2015	Ford E450	Glaval	1FDFE4FS4FDA01371	Propane	12&2	TD9181	10197700	238217
5308 - P	2015	Ford E450	Glaval	1FDFE4FS8FDA01373	Propane	12&2	TD8413	10197636	248532
21227-P	2021	FORD	TURTLE TOP	1FDFE4FN7MDC21840	Propane	10&2	TJ4221	10223342	22085
21228-P	2021	FORD	TURTLE TOP	1FDFE4FN8MDC20485	Propane	10&2	TJ8801	10223577	15545
21229-P	2021	FORD	TURTLE TOP	1FDFE4FN3MDC20491	Propane	10&2	TJ4188	10223343	14297
21230-P	2021	FORD	TURTLE TOP	1FDFE4FN9MDC20477	Propane	10&2	TJ7652	10223592	17153
21231-P	2021	FORD	TURTLE TOP	1FDFE4FN8MDC20484	Propane	10&2	TJ6334	10223512	8457
21232-P	2021	FORD	TURTLE TOP	1FDFE4FN7MDC20493	Propane	10&2	TJ6333	10223490	17196
21233-P	2021	FORD	TURTLE TOP	1FDFE4FN0MDC20481	Propane	10&2	TJ7661	10223743	11511
22301-P	2022	FORD	TURTLE TOP	1FDFE4FN9MDC42710	Propane	10&2	TJ7537	10224030	376
22339	2022	FORD	TURTLE TOP	1FDFE4FN7MDC43077	Gasoline	6&2	TJ8407	10223905	7799
22340	2022	FORD	TURTLE TOP	1FDFE4FN4MDC43070	Gasoline	6&2	TJ8779	10223921	13948
22341	2022	FORD	TURTLE TOP	1FDFE4FN0MDC43073	Gasoline	6&2	TJ8405	10223906	18635
22342	2022	FORD	TURTLE TOP	1FDFE4FN8MDC43071	Gasoline	6&2	TJ8778	10223922	12273
22343	2022	FORD	TURTLE TOP	1FDFE4FN4MDC43086	Gasoline	6&2	TJ8324	10223948	12417
22344	2022	FORD	TURTLE TOP	1FDFE4FN8MDC43099	Gasoline	6&2	TJ8781	10223923	13376
22345	2022	FORD	TURTLE TOP	1FDFE4FN6MDC43085	Gasoline	6&2	TJ8775	10223912	13021
22346	2022	FORD	TURTLE TOP	1FDFE4FN8MDC43086	Gasoline	6&2	TJ8408	10223907	15205
22347	2022	FORD	TURTLE TOP	1FDFE4FN0MDC43087	Gasoline	6&2	TJ8773	10223924	13545
22348	2022	FORD	TURTLE TOP	1FDFE4FN3MDC43090	Gasoline	6&2	TJ7538	10224044	1905
22349	2022	FORD	TURTLE TOP	1FDFE4FN9MDC43095	Gasoline	6&2	TJ8780	10223925	9916
22101	2022	FORD	TURTLE TOP	1FDES6PG9NKA20860	Gasoline	6&2	TJ7837	10223910	6128

EXHIBIT E
LEVEL TWO BACKGROUND SCREENING

Background Screening

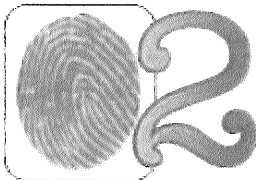
How to Complete the Background Screening Process in Five Easy Steps



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

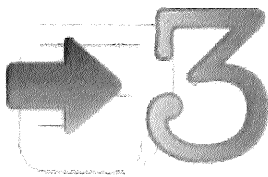
Applicants: You will receive the forms from your potential employer or the agency requesting the screening. You must complete the requested applicant information contained in the Appointment Form, including your date of birth and the last 4 digits of your Social Security Number. You must also sign the 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."

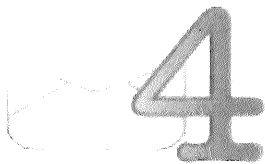


Take the form to a LiveScan fingerprinting vendor and complete the fingerprinting process. [Click here](#) for a list of LiveScan vendors serving Florida.

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

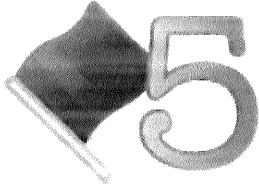


As soon as you have finished getting your fingerprints taken, return the completed Appointment Form to the potential employer or agency that requested the screening.



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.



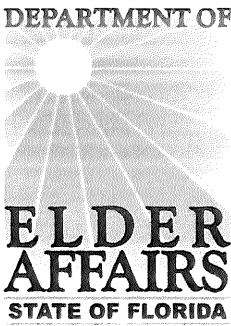
The Department of Elder Affairs will notify both the applicant and the employer or agency that requested the screening upon review of the screening results from the FBI/Florida Department of Law Enforcement.

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> FINGERPRINTING SUBSTATION

<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.
A copy of this form should be maintained in the employee’s personnel file.

STEP ONE: Complete employee and employer contact information.

Employee Name		Employee Date of Birth	
Employer Name		Employer Contact Person	
Employer Address		City	Zip code
()			
Employer Telephone Number		Employer Email	

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

A 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 law of another jurisdiction:

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.

STEP 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 Pr

Applicant: Please bring this form with you to your background screening appointment and give it to the person who con person to complete the form and give it back to you. Please return this form to the Agency Contact listed below as soon as po

Screener: This Department of Elder Affairs (DOEA) Origination Code (ORI) number FL924310Z is specific to Direct Service Prc Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, Service Providers, and Diversion Providers tha DOEA. Agencies must use this form to request background screening for employees, volunteers (not SHINE and Ombudsman) applicable) in the HCE program. If you need to confirm the ORI, please call (850) 414-2368. Please write the Transaction Contrc 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 ____

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

Exhibit F – 13(c) Provisions

TRANSIT EMPLOYEES PROTECTIVE ARRANGEMENTS

The County currently has two (2) prime contracts for the provision of paratransit transportation services within Palm Beach County. These, and their DBE subcontractors, are the sole paratransit providers under contract with the County.

1. MV Transportation, Inc., and MV Contract Transportation, Inc. (MV Transportation)
 - a. Safety Transportation, Inc.
2. First Transit, Inc., and First Group America, Inc. (First Transit)
 - a. People's Transit
 - b. Medi-wheels of the Palm Beaches, Inc.

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 (49 USC 5333(b)).

A copy of each of the following documents pertaining to the 13(c) obligations of the County is attached:

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.

The Contractor 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 Contractor 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 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. 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.

Insofar as the Contractor 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 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 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 Contract shall be deemed or construed to create an employment or agency relationship between the successful employer's personnel and the County.

7
Board of County Commissioners
L. Lytel, Chairman
by B. E. Smith, Vice-Chairman
John P. Koehler
Mayor
Bridget

County Administrator
John C. Samsbury



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: WMTA 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

Board of County Commissioners
Re: Lytol, Chairman
Peggy B. Evatt, Vice-Chairman
Anna P. Koerber
H. Medlen
H. Barry

County Administrator
John C. Senebourn



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, reading "Peggy B. Evatt".

Peggy B. Evatt, Chairman
Board of County Commissioners

PL:cm

BOX 1929, WEST PALM BEACH, FLORIDA 33402

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 (F.L.S.-4007) and a capital improvement grant (F.L.S.-6001) 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 Amalgamated Transit Union AFL-CIO ("Union"); and

WHEREAS, sections 3(c) (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 arrangement 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 existing or future contract, 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 negotiate 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 agreement 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 control.

(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

with full back pay and allowances, or payment of 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 procedure. 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 following 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 reach 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 claim 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.

(6) 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 rate of his former job classification or the training rate or 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.

(8) 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 utilization of forces from the employees represented by the Union on bases

accepted as appropriate for specific cases; and assignment of employees made necessary by the Interstate Commerce Act or the terms 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 §5(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 right 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 to interfere with the right of 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 rosters 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 benefits as a result of the Project.

(13) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the arrangements made by or for the Company to manage and operate the system. Any person, corporation, 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 subsequent replacement under section 13(c) of the Act. If such negotiation shall not result in 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.

ALL 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 F. Fippin
John Fippin, Resident Manager
LOCAL DIVISION 1267
AFFILIATED TRANSIT UNION, AFL-CIO

BY Tommy J. Nolte
Tommy J. Nolte, President

The employee protective arrangements for the Project for 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 first, then 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 each dismissed employee on the 10th 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
6 years or more	6 years

During a 3-year period following the date on which an employee is deprived of employment, the working 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 at arbitration award rendered in accordance with these employees 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 shall 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

such employment, he shall be entitled to all other applicable provisions of this agreement.

(d) the dismissal allowance of any employee who is at the same time 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 promptly informed of the wages earned by such employee in employment other than with his former employer, and the benefit received.

(e) 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.

(f) 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 terms 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.

(g) 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.

(h) 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 been transferred, or promoted.

(i) (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 or he is later defined, in order to obtain 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 actual

lost during the time necessary for such red tape, but for a reasonable time thereafter. (not to exceed five (5) working days) with 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 employee affected or their union representatives. Claims under this paragraph must be submitted to the Public Body within ninety (90) days after the 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.

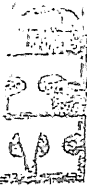
(c) Except as otherwise provided in this paragraph, changes in place of residence, subsequent to the initial changes caused by the action taken pursuant to the Project, which do not result from said action but grow out of the normal exercise of seniority, shall not be considered within the purview of the provisions of this paragraph.

4. (7) (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 retain 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.

5. If the employee holds an unexpired lease of a dwelling



OPERATING FOR PALM BEACH COUNTY TRANSPORTATION AUTHORITY
Department of Labor, Office 5-1107, Central Post Office, Washington, D.C. 20210

April 16, 1978

Mr. Edward Weiss, Counsel
Department of Labor
Washington, D.C. 20210

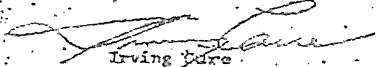
Re: 13 C

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-05-4060 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 Dore
Resident Manager

IC/eb

National (M460) 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(a)(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 has terminated or 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 unions 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 classifications 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

Employees, as defined, obtaining the section of data from among the employees of other urban mass transportation agencies who may be affected as a result of the Project, to establish which such employees shall be offered employment with the applicant 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 (13) 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 treatment are to be interpreted and applied in favor of providing employee protections and benefits no less than those established pursuant to §§12(1) of the Indiana Commercial Act.

6. (a) Whenever an employee, notified in service, recalled to service, or employed by the Recipient pursuant to paragraphs (5), (7), (8), 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 laid off, "displaced", and shall continue during the protective period for long as the employee is unable, in the exercise of his seniority right, 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 dividing 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 in ratio at the rate of the current position for any time worked in excess of the 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 objects to retain, he shall thereafter be treated, for the purposes of the paragraph, as occupying the position he objects 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 "displaced 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 displaced 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 deemed unemployed 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 (c). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) 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 by

his employer, he may be required by the Recipient to accept reasonable 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.

10. When an employee who is receiving a dismissal allowance again experiences unemployment in accordance with subparagraph (c) above, said allowance shall cease when he is so reemployed, and the period of time during which he is so reemployed shall be deducted from the time period for which he is entitled to receive a dismissal allowance. During the time of such reemployment, he shall be entitled to the provisions 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 (c) 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. If an 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 other arrangements 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 assignment of a position in which, at some future time, he shall have the, then 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, continuous 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 otherwise, 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 implementation, shall be agreed upon at 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 seeks to move his place of residence back to his original point of employment, the Recipient shall assume the expense, taxes 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 thirty (30) days after the date on which the expenses were incurred.

(d) Except in otherwise provided in subparagraph (b), changes in place of residence, subsequent to the actual 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.

12. (a) The following conditions shall apply in the event 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.

- 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 costs in securing 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 representatives 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 1934:

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.
- (c) Length of service shall be computed as provided in Section 7(b) of the Washington Job Protection Agreement, as follows:
- For the purposes 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 labor 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,

Nothing induced herein is 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 prosecutive 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, but, however, in contravention of collective bargaining agreements related thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining 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 craft or class 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 amended, 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 representation 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 subsequent 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 §§3(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 public 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 recipients 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 designees. 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. 1605(c), may become a party to this agreement as applied to the Project, by serving written notice of its desire to do so upon

an officer who, by reason of the employees attached 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 the 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.

(25) This agreement shall be effective and be in full force and effect for the period from November 28, 1974 to and including September 30, 1977. It shall terminate in each direction from year to year unless terminated by the A.F.T.A. or by the national labor organization signatory hereto upon one hundred twenty (120) days' written notice prior to the annual renewal date. Any signatory employer or labor organization may not individually withdraw from the agreement effective October 1, 1977, or upon any annual renewal date, by giving 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 used during the term of the agreement shall continue in full force and effect, notwithstanding the termination of the agreement or the exercise by any signatory of this 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 duly (60 days' notice by either party upon the other.

(26) In the event any project to which the 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 TRANSPORT ASSOCIATION

By: *Asst. Secretary, R. G. Sullivan, Jr.* and *Mr. R. E. Shahan* 7/23/75

ANALGAMATED TRANSPORT UNION, AFL-CIO

By: *Ed D. V. MacQuay, Jr.* 7-23-75

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

By: *Asst. Secretary, Sullivan* 7-23-75

RAILWAY LABOR EXECUTIVES ASSOCIATION

American Railway Supervisors' Association

American Train Dispatchers' 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 Electrical Workers

International Brotherhood of Teamsters & Others

International Organization Masters Mates & Pilots of America

National Health Engineers' Beneficial Association

National Truck Drivers of America

Railway Carpenters' Department, AFL-CIO

Seafarers' International Union of North America

Sheet Metal Workers' International Association

Transport Workers Union of America

United Transportation Union

By: *Asst. J. J. HARRIS* and *Asst. William E. Sullivan* 7-31-75

BROTHERHOOD OF RAILWAY AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

By: *Ed C. J. DENNIS* 7-31-75

BROTHERHOOD OF LOCOMOTIVE ENGINEERS By: *Asst. William E. Sullivan* 7-31-75

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

By: *Asst. John E. Peterson* 7-31-75

The 6th Memorandum: The CIO Memorandum is a supplemental document to the National (PMAA) Section 13(c) Agreement.

MEMORANDUM TO THE SECRETARY OF LABOR

The parties have agreed on the following proposals for administrative use of the national agreement in processing applications for operating assistance under Section 13(c) of the Union Free Transportation Act of 1964, as amended.

1. For research upon conclusion 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 overstep this limit not to sign the agreement will not be legally bound by it. In entering any cases involving such non-signatory parties, it will be discretionary with the Secretary as to how he will define 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 obstacles preventing a recipient from complying with portions of the agreement, or other special questions of application of Section 1.1.1, 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 dual-a rule, test, jersey, van pooling, car pooling, subscription services, or other forms of payment 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, bonding, 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.



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Palm Beach County
Board of County
Commissioners

Mr. Governor, Chairman
Palm Beach and West Palm
Beach's Mayors

Carl A. Ribera

Mayor H. Hines

Mary McGary

Ken L. Frazier

County Administrator
Adam Winkler, III

July 14, 1998

Kelly Andrews
Director of Statutory Programs
Room N-5603
200 Constitution Avenue, N.W.
Washington, D.C. 20510

Transmitted by Facsimile
& U.S. Mail

Re: Proposed Terms for Employee Protection Certification
DOL Referral of FTA Grant FL-90-X346

Dear Mr. Andrews:

This letter is in response to Mr. Larry Newton's letter of June 15, 1998, acknowledging his timely receipt of Assistant County Attorney Donna Bailey's objections to the Department of Labor's Proposed Terms for Employee Protection Certification contained in the Department's May 21, 1998, referral letter.

Mr. Newton advised that the Department had determined that the newly created Letter of Agreement between Palm Tran, Inc. (Palm Tran) and the Amalgamated Transit Union (ATU) Local 1577, which was not included in the proposed certification, constituted a change in factual circumstances. Palm Tran and ATU were directed to enter into negotiations/discussions to develop understandings as to whether, how, and to what extent the Letter of Agreement should be incorporated into the protective terms for the pending grant.

The parties have advised the Department that the 1998 letter and discussed the inclusion of the Letter of Agreement into the Department's proposed employee protection arrangements. The parties have agreed that the Letter of Agreement shall supplement the parties' 1996 arrangement described in the Department's Proposed Terms for Employee Protection Certification set forth in Attachment A to Mr. Larry Newton's letter dated May 21, 1998.

Accordingly, Palm Tran agrees to the Department's Proposed Terms for Employee Protection Certification (DOL Referral of FTA Grant FL-90-X346) set forth in Attachment A to Mr. Newton's May 21, 1998, letter, as

cc: Don Dwyer
Assistant County Attorney

cc: Adam Winkler, III

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 JUN 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 (PERC) 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 has 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 (BOC) 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 BOC.

Now, therefore, in consideration of the representations, covenants and conditions set forth herein, the parties agree as follows:

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 Aaronson, Chairman

Attest:
Dorothy H. Wilken, Secretary/Treasurer
or Designee

By: [Signature]
Louis Guido, Financial Secretary/Treasurer

By: [Signature]
Mickie Wurd, Deputy Clerk

Validated by ATU Membership:

Date: 4-17-98

By: [Signature]
Dennis McCabe, President

Attest:

Dorothy H. Wilken, Clerk
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Mickie Wurd, Deputy Clerk

Approved by:

Board of County Commissioners of
Palm Beach County, Florida

By: [Signature]
Burt Aaronson, Chairman

Date: JUN 2 1998

Approved for form
and legal sufficiency

[Signature]
County Attorney

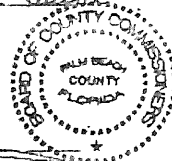


Exhibit "A"

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 ("BOC")), 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 BOC (collectively referred to hereafter 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 week 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 purchased under a competitive solicitation (bid) issued by BOC'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

ratification. The suit was in the employees representing the increase in wages resulting from the retroactive application of the article will be paid within 60 days of ratification to those employees entitled to the benefits of this article, who were employed by Palm Tran on the date of ratification.

PA-2014-000000000000000000

U.S. Department of Labor

Office of Labor-Management Standards
Washington, D.C. 20216



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,
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. 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.

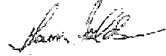
The Department, as the ATU is aware, is responsible for certifying that the terms and conditions of the applicable protective arrangements satisfy the requirements of 49 U.S.C. 5333(b). The ATU has not provided a convincing argument that the protections are insufficient. The Department has previously 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

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.

Sincerely,



Geneva Fields
Project Representative

Enclosure

cc: Scheryl Portee/FTA
Jayme Blakesley/FTA
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit



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 Acquisition¹; 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

¹ 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.

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

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

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, 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



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

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

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@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
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-AFMSCE
James P. Hoffa- c/o Eileen Smith/IIBT
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 Fagan
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@odsawalaw.com)
Richard Edelman (redelman@odsawalaw.com)
Kelly Beck (kbeck@odsawalaw.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



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)¹ 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

¹ 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/BLE, 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, SFRTA 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

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

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, Chief
Division of Statutory Programs

cc: Scheryl Portec/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

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)
Richard Edelman (redelman@odsallaw.com)
Kelly Beck (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

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 Trapeez 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

EXHIBIT G

SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE and DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

☒ The bidder/offeror is committed to a minimum of 20 % Small Business Participation or DBE utilization on this contract.

☐ The bidder/offeror (if unable to meet the SBE/DBE goal of 5%) is committed to a minimum of _____% SBE/DBE utilization on this contract and has submitted a:

SBE/DBE Unavailability Report – Good Faith Efforts, which includes information and details as described in **Exhibit 5-E.**

Name of bidder/offeror's firm: MV Transportation, Inc. / MV Contract Transportation, Inc.

By Dorothea DePrisco Assistant Corporate Secretary
(Signature) (Title)

Dorothea DePrisco
Print Name

Contact Information Robert Hatchett, Senior Vice President

Telephone#: (832) 622-1730

Email Address: robert.hatchett@mvtransit.com

LETTER OF INTENT

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

From: MV Transportation, Inc. / MV Contract Transportation, Inc.
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: Palm Tran Connection Paratransit Services

In response to Palm Beach County's RLI/Bid No. N/A, 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: Safety Transportation, Inc.
(Proposed SBE/DBE Subcontractor/Subconsultant) (Attach copy of SBE/DBE certification)

Projected Work Assignment: Enter description of work assignment
Transportation Services

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \$ 2,624,407

Dorothea DePrisco 3/29/2023
(Proposer/Bidder - Signature of Owner or Authorized Rep.) (Date)
Dorothea DePrisco, Assistant Corporate Secretary

Subscribed and sworn to before me this 29 day of March 2023
(Notary's Signature) (Notary Seal)
VICTORIA ORTEGA
Notary Public - California
Solano County
Commission # 2323673
My Comm. Expires Mar 10, 2024

(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.

Cynthia... 3/29/23
(SBE/DBE - Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this 29th day of March 2023
(Notary's Signature) (Notary Seal)
JORGE GUERRA
Notary Public
State of Florida
Comm # HH309670
Expires 9/7/2026

To be completed for each SBE/DBE expected to participated in this project

Florida UCP DBE Directory

Number of Vendors Returned: 1

Selection Criteria:

Vendor : SAFETY TRANSPORTATION INC

Vendor Name: SAFETY TRANSPORTATION INC								
DBE	CERTIFIED	MBE	ACDBE Status:	N	Statewide Availability: Y			
Certification:	Certification:		Former Name:					
DBA:								
Business Description:	NON-EMERGENCY MEDICAL TRANSPORTATION SERVICE							
Mailing Address:	740 BARNETT DR #2 LAKE WORTH FL 33461							
Contact Name:	CRYSTAL OLIVEROS		Phone:	(561) 722-2272	Fax:			
Email:	<u>CRYSTAL@SAFETYTRANSPORT.NET</u>		Web Site:					
<u>Certified NAICS</u>								
485991						Special Needs Transportation		
541618						Other Management Consulting Services		



Disadvantaged Business Enterprise Certificate of Eligibility

Granted to

SAFETY TRANSPORTATION INC

*It has been determined that the firm listed above has met the federal requirements in accordance with
the Code of Federal Regulations (49 CFR Part 26) and is thereby eligible to participate
in the Disadvantaged Business Enterprise Program in the State of Florida.*

NAICS CODES:

541618

Issue Date: February 7, 2014

A handwritten signature in black ink, appearing to read "Victoria V. Smith", is written over a horizontal line.

VICTORIA V. SMITH

*Disadvantaged Business Enterprise Certification Manager
Florida Department of Transportation*

LETTER OF INTENT

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

From: MV Transportation, Inc. / MV Contract Transportation, Inc.
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: Palm Tran Connection Paratransit Services

In response to Palm Beach County's RLI/Bid No. N/A, 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.

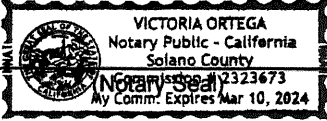
Name of Firm: TV Guy Orlando, LLC DBA MDB Services
(Proposed SBE/DBE Subcontractor/Subconsultant) (Attach copy of SBE/DBE certification)

Projected Work Assignment: Enter description of work assignment
Wet Fueling Services

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \$ 2,334,588

Dorothea DePrisco 3/29/2023
(Proposer/Bidder - Signature of Owner or Authorized Rep.) (Date)
Dorothea DePrisco, Assistant Corporate Secretary

Subscribed and sworn to before me this 29 day of March 20 23
[Signature]
(Notary's Signature)

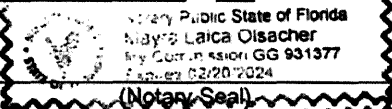


(ACKNOWLEDGEMENT BY THE PROPOSED SBE/DBE FIRM)


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] 3.28.23
(SBE/DBE - Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this 28 day of March 20 23
[Signature]
(Notary's Signature)



To be completed for each SBE/DBE expected to participated in this project



Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : TV GUY ORLANDO, LLC DBA MDB SERVICES

Vendor Name: TV GUY ORLANDO, LLC DBA MDB SERVICES					
DBE	CERTIFIED	MBE	ACDBE Status:	Y	Statewide Availability: Y
Certification:		Certification:			
DBA:		Former Name:			
Business Description:	PETROLIUM PRODUCTS SERVICES- JET A AUGUS DIESEL & LUBRICANTS PROPANE COMMERCIAL & PROFESSIONAL				
Mailing Address:	8815 CONROY WINDERMERE RD. SUITE 621 ORLANDO FL 32835				
Contact Name:	MARIUS BOYD	Phone:	(407) 203-0749	Fax:	(321) 689-2716
Email:	MBOYD@MDBSERVICESLLC.COM		Web Site:	HTTP://WWW.MDBSVC.COM	
Certified NAICS					
424720	Petroleum and Petroleum Products Merchant Wholesalers (except Bulk Stations and Terminals)				

LETTER OF INTENT

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

From: MV Transportation, Inc. / MV Contract Transportation, Inc.
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: Palm Tran Connection Paratransit Services

In response to Palm Beach County's RLI/Bid No. N/A, 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: JCM & Associates, Inc.
(Proposed SBE/DBE Subcontractor/Subconsultant) (Attach copy of SBE/DBE certification)

Projected Work Assignment: Enter description of work assignment
Supply Uniforms

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \$ 13,169

Dorothea DePrisco 3/29/2023
(Proposer/Bidder - Signature of Owner or Authorized Rep.) (Date)
Dorothea DePrisco, Assistant Corporate Secretary

Subscribed and sworn to before me this 29 day of march 20 23
(Notary's Signature) VICTORIA ORTEGA
Notary Public - California
Solano County
Commission # 2323673
My Comm. Expires Mar 10, 2024

(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.

(SBE/DBE - Signature of Owner or Authorized Rep.) 3/28/2023
(Date)

Subscribed and sworn to before me this 28 day of march
(Notary's Signature) RICHARD K. CRADY
COMM. #2363667
Notary Public - California
Orange County
My Comm. Expires July 27, 2025
(Notary Seal)

To be completed for each SBE/DBE expected to participated in this project

Vendor Name: JCM & ASSOCIATES INC

DBE Certification: CERTIFIED MBE Certification: ACDBE Status: N Statewide Availability: Y

DBA: Former Name:

Business Description: SELL UNIFORMS AND CORPORATE APPAREL

Mailing Address: 5443 E WASHINGTON BOULEVARD
COMMERCE CA 90040

Contact Name: JOSE CORNEJO Phone: (800) 543-3732 Fax: (323) 726-8643

Email: RICHARD@BLUEGOOSEUNIFORMS.COM Web Site:

Certified NAICS

- 315990 Apparel Accessories and Other Apparel Manufacturing
- 448190 Other Clothing Stores

Florida UCP DBE Directory

Number of Vendors Returned: 1
Selection Criteria:
Vendor : JCM & ASSOCIATES INC

Vendor Name: JCM & ASSOCIATES INC						
DBE Certification:	CERTIFIED	MBE Certification:	ACDBE Status:	N	Statewide Availability:	Y
DBA:	Former Name:					
Business Description:	SELL UNIFORMS AND CORPORATE APPAREL					
Mailing Address:	5443 E WASHINGTON BOULEVARD COMMERCE CA 90040					
Contact Name:	JOSE CORNEJO	Phone:	(800) 543-3732	Fax:	(323) 726-8643	
Email:	RICHARD@BLUEGOOSEUNIFORMS.COM		Web Site:			
<u>Certified NAICS</u>						
315990	Apparel Accessories and Other Apparel Manufacturing					
448190	Other Clothing Stores					

LETTER OF INTENT

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

From: MV Transportation, Inc. / MV Contract Transportation, Inc.
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: Palm Tran Connection Paratransit Services

In response to Palm Beach County's RLI/Bid No. N/A, 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: Chandler and Campbelle Investment Group, LLC
(Proposed SBE/DBE Subcontractor/Subconsultant) (Attach copy of SBE/DBE certification)

Projected Work Assignment: Enter description of work assignment
Vehicle Cleaning Services

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \$ 264,000

Dorothea DePrisco 3/29/2023
(Proposer/Bidder - Signature of Owner or Authorized Rep.) (Date)
Dorothea DePrisco, Assistant Corporate Secretary

Subscribed and sworn to before me this 29 day of March 2023
Victoria Ortega
(Notary's Signature) (Notary Seal)
VICTORIA ORTEGA
Notary Public - California
Solano County
Commission # 2323673
My Comm. Expires Mar 10, 2024

(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.

Darrell Searcy 3/29/23
(SBE/DBE - Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this 29th day of March 2023
Lorraine M. Gasset
(Notary's Signature) (Notary Seal)
LORRAINE M. GASSETT
Notary Public - State of Florida
Commission # HH 107549
My Comm. Expires Apr 17, 2025
Bonded through National Notary Assn.

To be completed for each SBE/DBE expected to participated in this project



OFFICE OF ECONOMIC AND SMALL BUSINESS DEVELOPMENT

Governmental Center Annex

115 S. Andrews Avenue, Room A680 • Fort Lauderdale, Florida 33301 • 954-357-6400

February 6, 2023

Mr. Darrell B. Searcy
CHANDLER & CAMPBELLE INVESTMENT GROUP, LLC
DBA CHANDLER CAMPBELLE & DASCHLE
310 Vizcaya Drive
Palm Beach Gardens, Florida 33418

ANNIVERSARY DATE – Annually, on March 6th

Dear Mr. Searcy:

Broward County is pleased to announce that **Chandler & Campbell Investment Group, LLC** has renewed its certification as an **Airport Concessions Disadvantaged Business Enterprise (ACDBE)** and **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PARTS 23 and 26.

ACDBE/DBE certification continues from your anniversary date, but is contingent upon Chandler & Campbell Investment Group, LLC renewing its eligibility annually through this office, Office of Economic and Small Business Development (OESBD). OESBD will notify you in advance of your obligation to provide continuing eligibility documents; however, ensuring continued certification is your responsibility. Failure to continue your eligibility will result in immediate action to decertify Chandler & Campbell Investment Group, LLC as an ACDBE/DBE.

As long as Chandler & Campbell Investment Group, LLC is listed in the DBE Directory, it is considered ACDBE/DBE Certified by all Florida UCP Members.

ACDBE/DBE Certification is subject to actions by governmental agencies impacting the disadvantaged status of Chandler & Campbell Investment Group, LLC.

Chandler & Campbell Investment Group, LLC will be listed in Florida's **UCP DBE Directory** which can be accessed via the internet, at:

<https://fdotxwp02.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/CustomSearch>

ACDBE/DBE certification is **NOT** a guarantee of work, but enables Chandler & Campbell Investment Group, LLC to compete for, and perform, contract work on all USDOT Federal Aid (FAA, FTA and FHWA) projects in Florida as a DBE contractor, sub-contractor, consultant, and sub-consultant or material supplier.

Broward County Board of County Commissioners
Mark D. Bogen • Lamar P. Fisher • Beam Furr • Steve Geller • Robert McKinzie • Nan H. Rich • Hazelle P. Rogers • Tim Ryan • Michael Udine
Broward.org

Re: Chandler & Campbell Investment Group, LLC

February 23, 2022

If, at any time, there is a material change in Chandler & Campbell Investment Group, LLC, including, but not limited to, ownership, officers, directors, scope of work being performed, daily operations, affiliations with other businesses or individuals or physical location of Chandler & Campbell Investment Group, LLC, you must notify OESBD, in writing, without delay. Notification should include supporting documentation. You will receive acknowledgement and confirmation of continued eligibility, if applicable after notification of changes.

Chandler & Campbell Investment Group, LLC may compete for, and perform, work on all USDOT Federal Aid projects throughout Florida, receiving DBE credit for work performed in the following areas:

DBE/ACDBE

NAICS CODE: 541611 Administrative Mgmt. and General Mgmt. Consulting Services

NAICS CODE: 611430 Professional & Management Development Training

NAICS CODE: 541690 Other Scientific & Technical Consulting Services

NAICS CODE: 541820 Public Relations Agency

NAICS CODE: 541890 Other Services Related to Advertising

NAICS CODE: 541613 Marketing Consulting Services

NAICS CODE: 541512 Computer Systems Design Services

NAICS CODE: 541513 Computer Facilities Management Services

NAICS CODE: 541618 Other Management Consulting Services

NAICS CODE: 561210 Facilities Support Services

NAICS CODE: 561320 Temporary Help Services

NAICS CODE: 561110 Office Administrative Services

NAICS CODE: 561720 Janitorial Services

NAICS CODE: 722511 Full-Service Restaurants

NAICS CODE: 722513 Limited-Service Restaurants

NAICS CODE: 812930 Parking Lots and Garages

DBE

NAICS CODE: 423490 Professional Equipment & Supplies Merchant Wholesalers

NAICS CODE: 423610 Transformers (except electronics) Merchant Wholesalers

NAICS CODE: 423690 Other Electronic Parts & Equipment Merchant Wholesalers

NAICS CODE: 488119 Other Airport Operations

Please feel free to contact OESBD for any questions or concerns pertaining to your ACDBE/DBE certification. Our telephone number is (954) 357-6400; our fax number is (954) 357-5674.

Sincerely,

Sandy-Michael McDonald, Director
Office of Economic and Small Business Development

LETTER OF INTENT

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

From: MV Transportation, Inc. / MV Contract Transportation, Inc.
(Name of Proposer/Bidder)

To: Palm Beach County, Selection Committee

Project Description: Palm Tran Connection Paratransit Services

In response to Palm Beach County's RLI/Bid No. N/A, 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: Pro Transportation, Inc. DBA ProKel Mobility
(Proposed SBE/DBE Subcontractor/Subconsultant) (Attach copy of SBE/DBE certification)

Projected Work Assignment: Enter description of work assignment
Transportation Services

Projected Percentage of Prime's Contract Fees to be Awarded: (Dollar Amount or Percentage %) \$ 1,907,147

Dorothea DePrisco 10 03/04/04/23
(Proposer/Bidder - Signature of Owner or Authorized Rep.) (Date)
Dorothea DePrisco, Assistant Corporate Secretary

Subscribed and sworn to before me this _____ day of _____ 20_____.

SEE ATTACHED - HMM _____
(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 X 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] 4/3/23
(SBE/DBE - Signature of Owner or Authorized Rep.) (Date)

Subscribed and sworn to before me this 3rd day of April 2023

[Signature] _____
(Notary's Signature) 

To be completed for each SBE/DBE expected to participated in this project



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

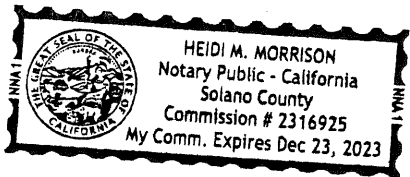
State of California
County of SOLANO

Subscribed and sworn to (or affirmed) before me on
this 4TH day of APRIL, 2023, by
Date Month Year

(1) DOROTHEA DEPRISCO

(and (2) N/A),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to
be the person(s) who appeared before me.



Place Notary Seal and/or Stamp Above

Signature Heidi M. Morrison
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or
fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: LETTER OF INTENT MV TRANS & PALM TRAN
Document Date: _____ Number of Pages: 2 WITH ATTACH.
Signer(s) Other Than Named Above: N/A





JACKSONVILLE TRANSPORTATION AUTHORITY

January 27, 2022

Pro Transportation, Inc. DBA ProKel Mobility
5011 Gate Pkwy
Bldg 100 Suite 100
Jacksonville, FL 32256

In Re: DBE Firm Certification

Dear Mr. Kelly Gonzalez,

The Jacksonville Transportation Authority (JTA) is pleased to announce that your firm has been certified as a **Disadvantaged Business Enterprise [DBE]** in Florida, under a **Unified Certification Program [UCP]** in accordance with 49 CFR, PART 26.

DBE Certification is continuing from the date of this letter and will conclude on the anniversary date of your firm's certification. Continued certification and participation in the DBE program is contingent upon your firm renewing its eligibility annually through this office. You will be notified in advance of your obligation to continue eligibility in a timely fashion. Information regarding certification renewal can be accessed online at <https://jtafla.debsystem.com>. Failure of your firm's recertification will result in immediate action to remove the firm from the UCP database.

Your firm's listing in the **Florida Department of Transportation's Florida Unified Certification Program** is affirmation of your firm's continued certification. This listing can be accessed via the internet at:
<http://www3b.dot.state.fl.us/EqualOpportunityOfficeBusinessDirectory/>

Please be advised that DBE Certification is subject to actions by governmental agencies that can impact the disadvantaged status of DBE firms. Be further advised that your DBE Certification with the Florida Department of Transportation dually certifies your firm with all Florida UCP Members. DBE Certification is **NOT** a guarantee of work, but enables the firm to compete for and perform contract work on all USDOT Federal Aid (FAA, FTA & FHWA) projects in Florida as a DBE contractor, sub-contractor, and consultant / sub-consultant or material supplier.

Certification Date

June 22, 2020

Certification Expiration Date

June 22, 2023

If at any time there is a material change in your firm, including, but not limited to name change, principal ownership, officer, Directors, scope of work performed, daily operations, affiliations with other businesses, individuals or physical locations of the firm, you must immediately notify this office in writing. Notification of the aforementioned circumstances should include therewith all applicable supporting documentation. Upon this Authority's receipt of your amendment(s) you will receive necessary instructions.

Accordingly, your firm may compete for and perform work on all USDOT Federal Aid projects throughout Florida that receive credit for works performed in the following areas:

NAICS

- NAICS 339113: BIOHAZARD PROTECTIVE CLOTHING AND ACCESSORIES MANUFACTURING
- NAICS 339113: RESPIRATORY PROTECTION MASK MANUFACTURING
- NAICS 48: TRANSPORTATION AND WAREHOUSING
- NAICS 485111: MIXED MODE TRANSIT SYSTEMS
- NAICS 485113: BUS AND OTHER MOTOR VEHICLE TRANSIT SYSTEMS
- NAICS 485999: ALL OTHER TRANSIT AND GROUND PASSENGER TRANSPORTATION
- NAICS 541611: ADMINISTRATIVE MANAGEMENT AND GENERAL MANAGEMENT CONSULTING SERVICES
- NAICS 561320: CONTRACT STAFFING SERVICES
- NAICS 561720: JANITORIAL SERVICES

FDOT SPECIALTY CODE(S) & DESCRIPTIONS

NAICS 339113 Respiratory protection mask manufacturing (More) [Size standard: 750 employees] NAICS 485111 Mixed Mode Transit Systems (More) [Size standard: \$16,500,000 annual revenues] NAICS 485113 Bus and Other Motor Vehicle Transit Systems (More) [Size standard: \$16,500,000 annual revenues] NAICS 485999 All Other Transit and Ground Passenger Transportation (More) [Size standard: \$16,500,000 annual revenues] NAICS 541611 Administrative Management and General Management Consulting Services NAICS 561320 Contract Staffing Services NAICS 561720 Janitorial Services

Questions or concerns should be directed to this office by mail or telephone.
Our telephone number is 904-633-8533 / Fax 904-630-3166.
You can also email us at dbe1@jtafla.com.

Sincerely,



Ken Middleton
Jacksonville Transportation Authority
Director - Diversity, Equity & Customer Advocacy
(904) 632-5275 - Office

SCHEDULE OF SBE/DBE PARTICIPATION

EXHIBIT G-B


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

BID/RLI #: N/A	Contract Amount (Prime Contractor Total BID/RFP Submittal) \$ 19,000,005
PROJECT NAME: Palm Tran Connection Paratransit Services	PROJECT START DATE: January 1, 2023
PRIME CONTRACTOR: MV Transportation, Inc. / MV Contract Transportation, Inc.	Contact TELEPHONE #: (832) 622-1730
CONTACT PERSON: Robert Hatchett, Senior Vice President	Contact Email Address: robert.hatchett@mvtransit.com

SBE/DBE Subcontractor	SBE/DBE Contact	Phone	Type of Work To Be Performed	\$	Estimated Sub-Contract Amount
Safety Transportation	Crystal Oliveros	(561) 886-0880	Transportation Services	\$	2,624,407
MDB Services	Marius Boyd	(407) 203-0749	Wet Fueling Services	\$	2,334,588
JCM & Associates, Inc.	Jose Cornejo	(800) 543-3732	Supply Uniforms	\$	13,169
Chandler and Campbelle	Darrell Searcy	(404) 643-9747	Vehicle Cleaning Services	\$	264,000
ProKel Mobility	Kelly Gonzalez	(561) 506-5721	Transportation Services	\$	1,907,147
Total Estimated Dollar (\$) SBE/DBE Participation				\$	6,204,208
SBE/DBE Subcontractor Participation Percentage (Total estimated amount allocated to SBEs/DBEs divided by Total Contract Amount)				%	32.7%

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 Dorothea DePrisco 	Title Assistant Corporate Secretary	Date April 4, 2023
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

CONFIDENTIAL

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: Dorothea DePrisco

NAME (PRINT): Dorothea DePrisco

TITLE: Assistant Corporate Secretary

COMPANY: MV Transportation, Inc. / MV Contract Transportation, Inc.

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
Dorothea DePrisco, 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 Assistant Corporate Secretary of MV Transportation, Inc. / MV Contract Transportation, Inc.
[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: 631 Overland Court, Vacaville CA 95688
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. *Dorothea DePrisco*
Dorothea DePrisco, 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.

See Attached

Notary Public

(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of solano

Subscribed and sworn to (or affirmed) before me on this 28
day of march, 2023, by Dorothea Adria
De Prisco,
proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature

A handwritten signature in cursive script, appearing to read 'Victoria Ortega', written over a horizontal line.

my commission expires on 3/10/2024

EXHIBIT “A”
TO
APPENDIX B
DISCLOSURE OF OWNERSHIP INTERESTS

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.

Name	Address
MV Contract Transportation, Inc. is 100% owned by MV Transportation, Inc., 2711 N Haskell Ave, Ste 1500, Dallas TX 75204	
Ownership of MV Transportation, Inc. is listed below.	
Alexis Lodde / Alexis Lodde Family Trust	2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204
Feysan Lodde / Feysan Lodde Family Trust	2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204
Barbara Lodde / Barbara Rae Lodde Trust	2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204
Paulette Lodde / Paulette Feysan Lodde Trust	2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204
Lauren Lodde / Lauren Mary Ruth Lodde Trust	2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204
Alexia Lodde / Alexia Rene Lodde Trust	2711 N. Haskell Avenue, Suite 1500 LB-2, Dallas TX 75204



ANNUAL CONTRACT BOND

Bond Number: US00123961SU23A

- ☒ XL Specialty Insurance Company
☐ XL Reinsurance America Inc.

XL Specialty Insurance Company
505 Eagleview Blvd
Exton, PA 19341
535 Springfield Ave, Ste 130
Summit, NJ 07901

KNOW ALL MEN BY THESE PRESENTS, that we, MV Transportation, Inc. and MV Contract Transportation, Inc., as Principal, and XL Specialty Insurance Company, licensed to do business in the State of Delaware as Surety, are held and firmly bound unto Palm Beach County (Obligee), in the penal sum of Five Hundred Thousand and No/100 Dollars (\$500,000.00), 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 _____, for Emergency Contract For Palm Tran Connection Paratransit Services Run Package A 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, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said 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 to be 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.

Signed, Sealed and Dated this 11th day of April, 2023.

MV Transportation, Inc. and MV Contract Transportation,
Inc.

(Principal) _____ (Seal)

By Jamie Pierson, CFO

XL Specialty Insurance Company

(Surety) _____ (Seal)

By Melissa J. Hinde, Attorney-in-Fact



RIDER ADDING ADDITIONAL OBLIGEEES

Bond Number: US00123961SU23A

- ☒ **XL Specialty Insurance Company**
☐ **XL Reinsurance America Inc.**

XL Specialty Insurance Company	
505 Eagleview Blvd Exton, PA 19341	535 Springfield Ave, Ste 130 Summit, NJ 07901

TO BE ATTACHED TO and form a part of Bond No. US00123961SU23A, dated the 11th day of April, 2023, issued by XL Specialty Insurance Company, as Surety(s), on behalf of MV Transportation, Inc. and MV Contract Transportation, Inc., as Principal, in favor of Palm Beach County, as Obligor.

Whereas, upon the request of the Principal and Obligor, the attached bond is hereby amended to add Palm Tran, Inc., as Additional Obligor(s).

PROVIDED HOWEVER, there shall be no liability under this bond to the Obligors, or any of them, unless the said Obligors, or any of them, shall make payments to the Principal strictly in accordance with the terms of said contract as to payments, and shall perform all of the other obligations to be performed under said contract at the time and in the manner therein set forth; all of the acts of one Obligor being binding on the other(s).

The Obligor and Additional Obligor(s) understand and by acceptance of this Rider acknowledge that this agreement is subject to the precedent condition that the Additional Obligor(s) shall have no right of action against the Principal or the Surety except such as the original Obligor would have and shall be subject to all counterclaims, offsets and defenses however arising which would be available against the original Obligor.

In no event shall the Surety be liable in the aggregate to the Obligors for more than the penalty of the Performance Bond. At the Surety's election, any payment due to any Obligor may be made by its check issued jointly to all.

The attached bond shall be subject to all of its terms, conditions and limitation except as herein modified.

Surety contact information:

XL Specialty Insurance Company
Surety Administrative Office
505 Eagleview Blvd, Suite 100
Exton, PA 19341
For general inquiries please contact: XL-Surety-General@axaxl.com

Signed, sealed and delivered this 11th day of April, 2023.

MV Transportation, Inc. and MV Contract Transportation, Inc.
(Principal)

By Jamie Pierson, CFO

XL Specialty Insurance Company
(Surety)

By Melissa J. Hinde, Attorney-in-Fact

(Seal)

(Seal)



Power of Attorney
XL Specialty Insurance Company
XL Reinsurance America Inc.

THIS IS NOT A BOND NUMBER
LIMITED POWER OF ATTORNEY
XL 1622149

KNOW ALL MEN BY THESE PRESENTS: That XL Specialty Insurance Company, a Delaware insurance companies with offices located at 505 Eagleview Blvd., Exton, PA 19341, and XL Reinsurance America Inc., a New York insurance company with offices located at 70 Seaview Avenue, Stamford, CT 06902, do hereby nominate, constitute, and appoint:
Julia R. Burnet, Elizabeth P. Cervini, Matthew J. Rosenberg, Melissa J. Hinde

each its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed \$100,000,000.00.

Such bonds and undertakings, when duly executed by the aforesaid Attorney (s) - In - Fact shall be binding upon each said Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

The Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of each of the Companies on the 26th day of July 2017.

RESOLVED, that Gary Kaplan, Daniel RJordan, Maria Duhart, Gregory Boal and Kevin Mirsch are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that Gary Kaplan, Daniel RJordan, Maria Duhart, Gregory Boal and Kevin Mirsch each is hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.

RESOLVED, FURTHER, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.

IN WITNESS WHEREOF, the XL SPECIALTY INSURANCE COMPANY has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this March 14th, 2023.

XL SPECIALTY INSURANCE COMPANY

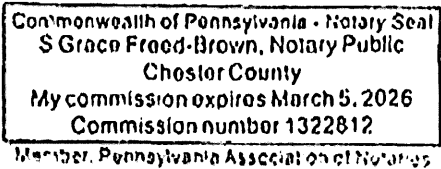


by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

Attest: *Kevin M. Mirsch*
Kevin M. Mirsch, ASSISTANT SECRETARY

On this 14th day of March, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL SPECIALTY INSURANCE COMPANY, described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to the aforesaid instrument is such corporate seals and were affixed thereto by order and authority of the Boards of Directors of said Companies; and that he executed the said instrument by like order.

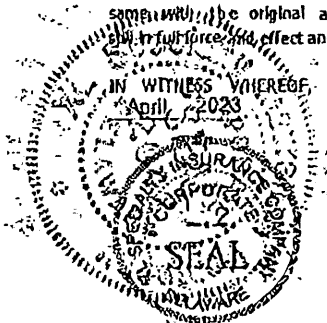


S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL SPECIALTY INSURANCE COMPANY, a corporation of the State of Delaware, do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Companies, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Exton, this 11th day of April, 2023.



Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

IN WITNESS WHEREOF, XL REINSURANCE AMERICA INC. has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 14th day of March, 2023.



XL REINSURANCE AMERICA INC.
by: *Gregory Boal*
Gregory Boal, VICE PRESIDENT

Attest:
Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

On this 14th day of March, 2023, before me personally came Gregory Boal to me known, who, being duly sworn, did depose and say: that he is Vice President of XL REINSURANCE AMERICA INC., described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto by order and authority of the Board of Directors of said Corporation, and that he executed the said instrument by like order.

Commonwealth of Pennsylvania - Notary Seal
S Grace Freed-Brown, Notary Public
Chester County
My commission expires March 5, 2026
Commission number 1322812
Member, Pennsylvania Association of Notaries

S. Grace Freed-Brown
S. Grace Freed-Brown, NOTARY PUBLIC

STATE OF PENNSYLVANIA
COUNTY OF CHESTER

I, Kevin M. Mirsch, Assistant Secretary of XL REINSURANCE AMERICA INC. a corporation of the State of New York, do hereby certify that this person who executed this Power of Attorney, with the rights, respectively of XL REINSURANCE AMERICA INC., do hereby certify that the above and foregoing is a full, true and correct copy of a Power of Attorney issued by said Corporation, and that I have compared same with the original and that it is a correct transcript therefrom and of the whole original and that the said Power of Attorney 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 Corporation, at the City of Exton, this ___ day of _____.




Kevin M Mirsch
Kevin M. Mirsch, ASSISTANT SECRETARY

This Power of Attorney may not be used to execute any bond with an inception date after 3/14/2025

XL SPECIALTY INSURANCE COMPANY
STATUTORY STATEMENT OF ADMITTED ASSETS,
LIABILITIES, CAPITAL AND SURPLUS
December 31, 2021
(U.S. Dollars)

Assets:		Liabilities:	
Bonds	1,756,199,188	Loss & loss adjustment expenses	843,790,279
Stocks	147,418,541	Reinsurance payable on paid loss and loss adjustment expenses	(1,752,770)
Cash and short-term investments	256,596,472	Unearned premiums	201,797,800
Receivable for securities	302	Ceded reinsurance premium payable	14,062,469
Total Invested Assets	2,160,214,503	Funds held by company under reinsurance treaties	682,475,287
		Payable for Securities	
		Other Liabilities	211,019,659
		Total Liabilities	1,951,392,726
Agents Balances	208,513,239	Capital and Surplus:	
		Aggregate write-ins for special surplus funds	
Funds held by or deposited with reinsured companies	0	Common capital Stock	5,812,500
Reinsurance recoverable on loss and loss adjustment expense payments		Gross paid in and contributed surplus	609,164,629
Accrued interest and dividends	8,423,319	Unassigned surplus	(81,191,552)
Other admitted assets	108,027,240	Total Capital and Surplus	633,786,677
Total Admitted Assets	2,485,178,301	Total Liabilities, Capital and Surplus	2,485,178,301

I, Andrew Robert Will, Vice President and Controller of XL Specialty Insurance Company (the "Corporation") do hereby certify that to the best of my knowledge and belief, the foregoing is a full and true Statutory Statement of Admitted Assets, Liabilities, Capital and Surplus of the Corporation, as of December 31, 2021, prepared in conformity with the accounting practices prescribed or permitted by the Insurance Department of the State of Delaware. The foregoing statement should not be taken as a complete statement of financial condition of the Corporation. Such a statement is available upon request at the Corporation's principal office located at 70 Seaview Avenue, Stamford, CT 06902-06040.

DocuSigned by:

US01EAT30CT0426...

Andrew Robert Will
Vice President and Controller

CERTIFICATE OF LIABILITY INSURANCE

MVTRANS-01

MHERNANDEZ

DATE (MM/DD/YYYY)

2/6/2023

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

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

PRODUCER Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	CONTACT NAME:	
	PHONE (A/C, No, Ext): (806) 376-4761	FAX (A/C, No): (806) 376-5136
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ACE American Insurance Company	22667
	INSURER B : Underwriters at Lloyds Insurance Company	37559
	INSURER C : Indemnity Insurance Company of North America	43575
INSURED MV Transportation, Inc. and subsidiaries 2711 N Haskell, Suite 1500 Dallas, TX 75204	INSURER D : Lexington Insurance Company	19437
	INSURER E : ACE Property & Casualty Insurance Company	20699
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE				ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	X	COMMERCIAL GENERAL LIABILITY					HDOG72961006	2/1/2023	2/1/2024	EACH OCCURRENCE	\$ 5,000,000		
		CLAIMS-MADE	X	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000		
										MED EXP (Any one person)	\$		
										PERSONAL & ADV INJURY	\$ 5,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:									GENERAL AGGREGATE	\$ 5,000,000		
	X	POLICY		PRO-JECT							LOC	PRODUCTS - COMP/OP AGG	\$ 5,000,000
		OTHER:									\$		
	A	AUTOMOBILE LIABILITY									XSAH25577036	2/1/2023	2/1/2024
X		ANY AUTO OWNED AUTOS ONLY			SCHEDULED AUTOS	BODILY INJURY (Per person)	\$						
		HIRED AUTOS ONLY			NON-OWNED AUTOS ONLY	BODILY INJURY (Per accident)	\$						
						PROPERTY DAMAGE (Per accident)	\$						
							\$						
B		UMBRELLA LIAB		X	OCCUR		RTSXS-00069	2/1/2023	2/1/2024	EACH OCCURRENCE	\$ 10,000,000		
	X	EXCESS LIAB			CLAIMS-MADE					AGGREGATE	\$ 10,000,000		
		DED		RETENTION \$							\$		
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				N / A	WLRC7031521A	2/1/2023	2/1/2024	X	PER STATUTE		OTH-ER	
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)				Y / N						E.L. EACH ACCIDENT	\$ 1,000,000		
If yes, describe under DESCRIPTION OF OPERATIONS below				N						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000		
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000		
D	Auto Physical Damage					011144707	2/1/2023	2/1/2024	Per Veh/ONSITE only		1,000,000		
E	Excess Liability					XEUG4686119A 006	2/1/2023	2/1/2024	Each Occ/Agg		10,000,000		

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


Division 94 - RE: Contracts 18-108DIR/SS; R2014-1540

State of Florida, Department of Transportation (FDOT), Palm Tran, Inc., Palm Beach County Board of County Commissioners, A Political Subdivision of the State of Florida, its Officers, Employees and Agents, and Palm Tran Connection are named as an Additional Insured as respects the operations of the Named Insured with respects to General and Auto Liability coverage as required by written contract subject to policy terms, conditions and exclusions. The excess liability policy referenced above is "follow form" of the underlying general and auto liability policies (also referenced above).

Sexual Abuse & Molestation Liability
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

<p>Palm Beach County - Palm Tran Connection c/o Palm Tran Connection 50 South Military Trail, Suite 101 West Palm Beach, FL 33415</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> 



ADDITIONAL REMARKS SCHEDULE

AGENCY Fairly Consulting Group, LLC		NAMED INSURED MV Transportation, Inc. and subsidiaries 2711 N Haskell, Suite 1500 Dallas, TX 75204	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Carrier: Lloyds of London
Policy #: MR227684
Effective: 9/1/2022-9/1/2023
Limit: \$250,000 each incident

MV Transportation, Inc. is self-insured for Auto Liability in the state of Florida. The above excess Auto policy provides coverage excess of a \$3M self-insured retention.

- 1FDES6PG1LKB80466 2020 FORD TRAS
- 1FDES6PG1LKB80468 2020 FORD TRAS
- 1FDES6PG0LKA64274 2020 FORD TRAS
- 1FDES6PG2LKA64275 2020 FORD TRAS
- 1FDES6PG6LKA64277 2020 FORD TRAS
- 1FDES6PG8LKA64278 2020 FORD TRAS
- 1FDES6PGXLKA64279 2020 FORD TRAS
- 1FDES6PG6LKA64280 2020 FORD TRAS
- 1FDES6PG8LKA64281 2020 FORD TRAS
- 1FDES6PGXLKA64282 2020 FORD TRAS
- 1FDES6PG1LKA64283 2020 FORD TRAS
- 1FDES6PG3LKA64284 2020 FORD TRAS
- 1FDES6PG5LKA64285 2020 FORD TRAS
- 1FDES6PG7LKA64286 2020 FORD TRAS
- 1FDES6PG9LKA64287 2020 FORD TRAS
- 1FDES6PG0LKA64288 2020 FORD TRAS
- 1FDES6PG2LKA64289 2020 FORD TRAS
- 1FDES6PG9LKA64290 2020 FORD TRAS
- 1FDES6PG0LKA64291 2020 FORD TRAS
- 1FDES6PG2LKA64292 2020 FORD TRAS
- 1FDES6PG9LKA64273 2019 FORD TRAS
- 1FDES6PG4LKA64276 2019 FORD TRAS
- 5TDZZ3DC2LS038902 2020 TOYO SIEN
- 5TDZZ3DCXLS038730 2020 TOYO SIEN
- 5TDZZ3DC0LS039532 2020 TOYO SIEN
- 5TDZZ3DC2LS039497 2020 TOYO SIEN
- 5TDZZ3DC1LS038664 2020 TOYO SIEN
- 5TDZZ3DC7LS039902 2020 TOYO SIEN
- 1FDES6PG2LKB65218 2020 FORD TRAS
- 1FDES6PG6LKB80465 2020 FORD TRAS
- 1FDES6PGXLKB80467 2020 FORD TRAS
- 1FDES6PG3LKB80469 2020 FORD TRAS
- 1FDES6PGXLKB80470 2020 FORD TRAS
- 1FDES6PG1LKB80471 2020 FORD TRAS
- 5TDZZ3DC5LS039736 2020 TOYO SIEN
- 5TDZZ3DC5LS039266 2020 TOYO SIEN
- 5TDZZ3DCXLS038940 2020 TOYO SIEN
- 5TDZZ3DC1LS039412 2020 TOYO SIEN
- 5TDZZ3DC4LS039680 2020 TOYO SIEN
- 5TDZZ3DC1LS039264 2020 TOYO SIEN
- 5TDZZ3DC4LS039517 2020 TOYO SIEN
- 5TDZZ3DC0LS039000 2020 TOYO SIEN



ADDITIONAL REMARKS SCHEDULE

AGENCY Fairly Consulting Group, LLC		NAMED INSURED MV Transportation, Inc. and subsidiaries 2711 N Haskell, Suite 1500 Dallas, TX 75204	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

1FDES6PG3LKB80472	2020	FORD	TRAS
1FDES6PG5LKB80473	2020	FORD	TRAS
1FDES6PG7LKB80474	2020	FORD	TRAS
1FDES8PM5KKB26946	2019	FORD	TRAS
1FDES8PM9KKB26948	2019	FORD	TRAS
1FDES8PM9KKB26951	2019	FORD	TRAS
1FDES8PM0KKB26952	2019	FORD	TRAS
1FDES8PM3KKB26945	2019	FORD	TRAS
1FDES8PM7KKB26947	2019	FORD	TRAS
1FDES8PM0KKB26949	2019	FORD	TRAS
1FDES8PM7KKB26950	2019	FORD	TRAS
1FDES8PM4KKB26954	2019	FORD	TRAS
1FDES8PM1KKB26944	2019	FORD	TRAS
1FDES8PMXKKB26960	2019	FORD	TRAS
1FDES8PM1KKB26961	2019	FORD	TRAS
1FDES8PM5KKB26963	2019	FORD	TRAS
1FDES8PM8KKB26956	2019	FORD	TRAS
1FDES8PMXKKB26957	2019	FORD	TRAS
1FDES8PM1KKB26958	2019	FORD	TRAS
1FDES8PM3KKB26959	2019	FORD	TRAS
1FDES8PM4KKB28753	2019	FORD	TRAS
1FDES8PM6KKB26955	2019	FORD	TRAS
1FDES8PM0KKB28751	2019	FORD	TRAS
1FDES8PM2KKB28752	2019	FORD	TRAS
1FDES8PM2KKB26953	2019	FORD	TRAS
1FDES8PM3KKB26962	2019	FORD	TRAS
1FDES8PM0KKB40799	2019	FORD	TRAS
1FDES8PM1KKB40794	2019	FORD	TRAS
1FDES6PG9LKB80475	2020	FORD	TRAS
1FDES6PG0LKB80476	2020	FORD	TRAS
1FDES6PG2LKB80477	2020	FORD	TRAS
1FDES6PM2JKA91513	2018	FORD	TRAS
1FDES6PM5JKB16100	2018	FORD	TRAS
1FDES6PM0JKA97651	2018	FORD	TRAS
1FDES6PG7LKB80488	2020	FORD	TRAS
1FDES6PG5LKB80487	2020	FORD	TRAS
1FDES6PG3LKB80486	2020	FORD	TRAS
1FDES6PG1LKB80485	2020	FORD	TRAS
1FDES6PGXLKB80484	2020	FORD	TRAS
1FDES6PG6LKB80482	2020	FORD	TRAS
1FD FE4FS8KDC26323	2019	FORD	E450
1FD FE4FSXKDC26324	2019	FORD	E450
1FD FE4FS1KDC26325	2019	FORD	E450
1FD FE4FSXKDC27926	2019	FORD	E450
1FD FE4FS1KDC27927	2019	FORD	E450
1FD FE4FS3KDC27928	2019	FORD	E450
1FD FE4FS4KDC29980	2019	FORD	E450
1FD FE4FS3KDC26326	2019	FORD	E450
1FD FE4FS7KDC29987	2019	FORD	E450
1FD FE4FS7FDA00022	2015	FORD	E450



ADDITIONAL REMARKS SCHEDULE

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POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

1FD	FE4	FS9	FDA00023	2015	FORD	E450
1FD	FE4	FS9	FDA00024	2015	FORD	E450
1FD	FE4	FS8	FDA01356	2015	FORD	E450
1FD	FE4	FS1	FDA01358	2015	FORD	E450
1FD	FE4	FS1	FDA01361	2015	FORD	E450
1FD	FE4	FS6	FDA01369	2015	FORD	E450
1FD	FE4	FS2	FDA01370	2015	FORD	E450
1FD	FE4	FS4	FDA01371	2015	FORD	E450
1FD	FE4	FS8	FDA01373	2015	FORD	E450
1FD	XE4	5S7	9DB10476	2006	FORD	E450
1FD	WE3	FL9	FDA00834	2015	FORD	E350
1FD	WE3	FL5	FDA03390	2015	FORD	E350
1FD	WE3	FL5	FDA03391	2015	FORD	E350
1FD	WE3	FL2	FDA03395	2015	FORD	E350
1FD	WE3	FL4	FDA03396	2015	FORD	E350
1FD	EE3	FL7	FDA00696	2015	FORD	E350
1FD	EE3	FL8	FDA00707	2015	FORD	E350
ZF	BER	FAB1	J6L08908	2018	DODG	Promaster
ZF	BER	FAB7	J6L07553	2018	DODG	Promaster
ZF	BER	FABX	J6L08941	2018	DODG	Promaster
1FD	WE3	FLX	EDB18115	2014	FORD	E450
1FD	WE3	FL1	FDA00830	2014	FORD	E450
2C	7WD	GBG3	ER476535	2014	DODG	Caravan
2C	7WD	GBG5	ER476536	2014	DODG	Caravan
2C	7WD	GBG7	ER476537	2014	DODG	Caravan
2C	7WD	GBG9	ER476538	2014	DODG	Caravan
2C	7WD	GBG0	ER476539	2014	DODG	Caravan
2C	7WD	GBG7	ER476540	2014	DODG	Caravan
1FD	EE3	FL7	ADA21184	2010	FORD	E350
1FD	EE3	FL1	ADA25702	2010	FORD	E350
2C	7WD	GBG9	ER476541	2014	DODG	Caravan
2C	7WD	GBG0	ER476542	2014	DODG	Caravan
2C	7WD	GBG2	ER476543	2014	DODG	Caravan
2C	7WD	GBG4	ER476544	2014	DODG	Caravan
2C	7WD	GBG9	ER476555	2014	DODG	Caravan
2C	7WD	GBG0	ER476556	2014	DODG	Caravan
2C	7WD	GBG2	ER476557	2014	DODG	Caravan
2C	7WD	GBG4	ER476558	2014	DODG	Caravan
2C	7WD	GBG2	ER476560	2014	DODG	Caravan
2C	7WD	GBG6	ER476562	2014	DODG	Caravan
2C	7WD	GBG8	ER476563	2014	DODG	Caravan
2C	7WD	GBGX	ER476564	2014	DODG	Caravan
3FA	HP0	GA4	AR430196	2010	FORD	FUSi
3FA	HP0	GA0	AR430194	2010	FORD	FUSi
1FD	FE4	FN7	MDC21840	2021	FORD	Turtle Top
1FD	FE4	FN3	MDC20491	2021	FORD	Turtle Top
1FD	FE4	FN7	NDC43077	2022	FORD	Turtle Top
1FD	FE4	FN4	NDC43070	2022	FORD	Turtle Top
1FD	FE4	FNX	NDC43073	2022	FORD	Turtle Top
1FD	FE4	FN6	NDC43071	2022	FORD	Turtle Top



ADDITIONAL REMARKS SCHEDULE

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POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

1FDFE4FN6NDC43099 2022 FORD Turtle Top
1FDFE4FN6NDC43085 2022 FORD Turtle Top
1FDFE4FN8NDC43086 2022 FORD Turtle Top
1FDFE4FNXNDC43087 2022 FORD Turtle Top
2C4RC1CG0NR172037 2022 Chrysler Voyager
2C4RC1CG0NR172040 2022 Chrysler Voyager
2C4RC1CG1NR172161 2022 Chrysler Voyager
2C4RC1CG2NR171911 2022 Chrysler Voyager
2C4RC1CG2NR172041 2022 Chrysler Voyager
2C4RC1CG3NR172162 2022 Chrysler Voyager
2C4RC1CG5NR172163 2022 Chrysler Voyager

**EMERGENCY CONTRACT FOR
PALM TRAN CONNECTION
PARATRANSIT SERVICES
RUN PACKAGE B**

Contract No. _____

This Contract is made as of the _____ 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 First Transit, Inc., a wholly-owned subsidiary of Transdev North America, Inc., and is a foreign profit corporation authorized to do business in the State of Florida and whose address is 720 E. Butterfield Road, Suite 300, Lombard, Illinois 60148, hereinafter referred to as the "CONTRACTOR".

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

ARTICLE 1 - SERVICES

The CONTRACTOR's responsibility under this Contract is to provide paratransit services for Run Package B to 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, and Exhibit B, Price Pages, and all other Exhibits that are 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, telephone number (561) 841-4205, or his designee.

The CONTRACTOR's representative/liaison during the performance of this Contract shall be Russ Tieskoetter, Region Vice President South East, First Transit, telephone number (813)-520-8116, or his designee.

ARTICLE 2 - 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 3 - ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence:
(1) Contract for Paratransit Services including Exhibits A through H; Appendices A and B and all other documents, if any, cited herein or incorporated herein by reference.

ARTICLE 4 - PAYMENTS TO CONTRACTOR

The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of **Twenty-Seven Million One Hundred Thousand Dollars and No Cents (\$27,100,000.00)**. The COUNTY's actual total amount paid will be based on the actual services provided, which may be more or less than the anticipated Contract amount, at the rates set forth in Exhibit B, Price Pages. The COUNTY's obligations hereunder are subject to an annual appropriation by the Board of COUNTY Commissioners for the purposes of this Contract for each fiscal year of the Contract. The not to exceed amount may be modified by the COUNTY in accordance with its need

for services and to reflect the amount appropriated each fiscal year.

A. Progress Payments

A weekly progress payment will be made for 90% of the projected amount due each week (annual contract amount divided by 52 weeks, multiplied by 90% adjusted to reflect the actual number of service hours performed during that period) on Mondays following the close of the prior week's service. A reconciliation payment will be made for any remaining amount due, after COUNTY'S representative's approval, no more than seven weeks after the progress payment.

B. Variable Costs

1. Dedicated Service

All variable costs for dedicated will be paid on a per actual vehicle hour (AVH) rate where AVH is defined as the vehicle (route) departure time from the operating base to the return time to the operating base (gate-to-gate), including deadhead hours and passenger loading time, less any breaks or down time exceeding one (1) hour, or any time used to fuel vehicles, regardless of length.

2. Non-Dedicated Services

All variable costs for non-dedicated service will be paid on a per trip basis for; base fare, loading fee, trip mileage, trip minutes, and service fee as specified in Exhibit B.

C. Fixed Costs

Fixed costs will be reimbursed as part of the progress payment and reconciliation payments as indicated.

D. Fuel (Dedicated Service Only)

Fuel costs will be reimbursed as part of the progress payment and reconciliation payments as indicated.

The costs of fuel as stated on the submitted weekly invoice will be incorporated and treated as a direct payment to the CONTRACTOR.

The CONTRACTOR will be responsible for providing actual receipts for all gasoline and propane purchases for services rendered hereunder, specifying receipts were for fuel purchases for Palm Tran Connection which revenue vehicles (note: credit card reports are acceptable if purchase detail is provided, i.e. vehicle ID, date, time, mileage, driver), and providing a summary report each month by day and by vehicle. Price per gallon for all fuel must be within a reasonable price range of the local market for each fuel type.

Vehicles are not to be fueled while in revenue service.

E. Alternative Fuel Tax Credits or Refunds

CONTRACTOR and COUNTY shall work cooperatively to determine whether alternative fuel tax credits or refunds are available and may be claimed by CONTRACTOR (for the benefit of COUNTY) for each calendar year.

Upon the request of COUNTY'S Contract representative/liaison, CONTRACTOR shall complete and file with the Internal Revenue Service (IRS) all necessary forms and documents required to claim and receive all alternative fuel tax credits and refunds available each calendar year of the Contract, under applicable law and the rules and regulations of the IRS for fuel purchased and used by CONTRACTOR, including but not limited to operating COUNTY-owned vehicles for the provision of Palm Tran Connection paratransit services. CONTRACTOR may retain from IRS credits and refunds received a three percent (3%) administrative processing fee as compensation for its services. CONTRACTOR shall provide reasonable supporting documentation requested by COUNTY to substantiate the type of credit or refund claimed and received, and the amount.

If the IRS subsequently makes corrections or audit adjustments to the credits claimed by CONTRACTOR, such audit adjustments (plus or minus) will be passed through to the COUNTY or collected from the COUNTY, in the case of a reduction in a credit previously claimed by the CONTRACTOR and remitted to the COUNTY.

This provision shall survive the termination or expiration of the Contract until such time as CONTRACTOR has claimed and received all available fuel tax credits and refunds and remitted such credits and refunds to COUNTY in accordance with the provisions of the Contract.

F. Emergency Reimbursements

In times of Emergency declared by local, state, or federal governments, the COUNTY may direct the CONTRACTOR in writing to procure materials needed to protect the health, safety, or welfare of Palm Tran Connection drivers and passengers. The CONTRACTOR will be reimbursed for the reasonable, necessary, and documented cost of such materials used by CONTRACTOR for the Emergency, provided that the COUNTY'S representative/liaison has provided written notice to CONTRACTOR as to the type of materials and labor costs to be used to address the impacts of the Emergency. Such materials may include, but shall not be limited to, eye protection/face shields, disinfecting cleaner, containers/product dispensers, disinfecting wipes, gloves, hand sanitizer, and signage, as authorized by the COUNTY'S representative/liaison. COUNTY'S representative/liaison shall have the authority to determine, in his or her sole discretion, the type of materials appropriate for the Emergency and eligible for reimbursement hereunder. The amount to be reimbursed by the COUNTY for such materials shall not exceed the maximum amount of five thousand dollars (\$5,000.00) per month. CONTRACTOR shall invoice COUNTY monthly for such reimbursable expenses and include documentation acceptable to COUNTY of the sums expended for materials. Documentation shall include its actual receipts, an explanation and justification of usage, and any other documentation or information required by COUNTY.

G. Invoicing

CONTRACTOR shall send ALL ORIGINAL invoices with supporting documents to: PALM TRAN, ADMINISTRATIVE SERVICES - FINANCE, 100 NORTH CONGRESS AVENUE, 2ND FLOOR, DELRAY BEACH, FL 33445-3436. 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 the Business Information, must be exactly 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.

1. The CONTRACTOR is required to provide an invoice, in addition to any supporting documentation, to the COUNTY by the close of business on the second Friday after the completion of the billing period. CONTRACTOR agrees that this is a reasonable and acceptable billing and payment practice.
2. CONTRACTOR waives and relinquishes any and all claims, rights, demands, or causes of actions, whether legal or equitable, that it may have for payment for services not invoiced as required herein. The completed invoice shall include the following information:
3. The total number of Revenue Vehicle Hours (RVH), the CONTRACTOR's actual service hour rate, fixed costs, and non-dedicated costs as specified in Exhibit B (Price Pages).
4. The total amount due to the CONTRACTOR.
5. The amount of total fares collected and amount of cash fares retained.
6. The number of paratransit tickets to ride being returned by the CONTRACTOR as a credit.
7. The returned paratransit tickets to ride shall be clearly stamped with "Cancelled" on the front of each ticket. The stamp will indicate that the ticket was used and should be stamped in the middle of the ticket and be large enough to prevent the reuse of the ticket.
8. Fuel expenses incurred, with supporting documentation.
9. The adjusted total amount that the CONTRACTOR is requesting from the COUNTY as payment.

10. Copies of cancelled checks, bank statements, or other banking documents acceptable to COUNTY's Clerk and Comptroller, from the DBE/SBE and displaying the DBE/SBE's name or last four (4) digits of its bank account number showing wire transfers and direct deposits for payments made to all DBE/SBE subcontractors. CONTRACTOR is required to pay DBE/SBE subcontractors prior to receiving payment. DBE/SBE subcontractors may be required to confirm that payment has been received prior to the COUNTY releasing payment to the CONTRACTOR.
11. Invoice documentation shall be provided consisting of all paratransit tickets and any other supporting documents.
12. Once the COUNTY receives the CONTRACTOR's invoice and all required documentation, the COUNTY will verify the information on the CONTRACTOR's invoice.
13. The COUNTY will pay the CONTRACTOR based on the CONTRACTOR's unit rates multiplied by the number of billable units for each type of billing unit and adjusted for cash fares retained, liquidated damages deductions, fuel charges, and break discrepancies.
14. 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 the 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.
15. 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.
16. 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.
17. Approved invoices will be considered certified, complete, accurate, and final.

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 properly included on this final invoice, are waived by the CONTRACTOR.

ARTICLE 5 - LIQUIDATED DAMAGES (LD)

The 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 incapable of being determined and that the amounts and standards set forth in this Article as “liquidated damages” (LDs) 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.

The CONTRACTOR shall be charged with a valid complaint when COUNTY determines that the CONTRACTOR has failed to provide service in accordance with either the requirements of this Scope of Work and/or in 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 the CONTRACTOR.

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

(I) Vehicle Non-Compliance \$100 per individual incident per day	Failure to maintain a vehicle per the terms of the Contract. This includes all required safety features, ADA compliance, maintenance records, vehicle signage, accident damage, and overall vehicle condition. Includes failure to return a vehicle to service in a timely manner.
(II) Driver Qualifications / Training \$100 per individual incident	Failure to adhere to driver qualifications and training requirements.
(III) Employee Files and Report Failure \$100 per individual incident	Failure to maintain employee files as required. This includes all required driver records, drug and alcohol testing, uniforms, ID badges, licenses, registration, and training.
(IV) Report Non-Compliance \$100 per individual incident per day late	Failure of the CONTRACTOR to timely submit to COUNTY a required report, response, or document, which may include, but not be limited to, incomplete complaint response, monthly reports, operating summaries, employee rosters, lists, accidents, service data summaries, complaint responses, accident reports, and National Transit Database reports.
(V). Driver Non-Compliance \$100 per individual incident	Failure of the driver to provide service per the terms of the Contract, including pull out requirements.

(VI). Failure to Meet Established Metrics	Failure of the CONTRACTOR to meet the Performance Measures including;
\$1,250 per month	i) Accident ratio over one (1) preventable accident per 100,000 vehicle miles.
\$1,250 per month	ii) Breakdown ratio over one (1) road-call per 12,000 vehicle miles
\$1,250 per month	iii) Complaint ratio over 6.0 valid complaints per 10,000 completed trips
(VII). Service Delivery \$200 per single incident	<p>Service Delivery Liquidated Damage:</p> <ul style="list-style-type: none"> a) Failure to achieve a daily maximum pullout of 95% of the assigned vehicle fleet. b) Operation in revenue service of a vehicle that has failed its pre-service inspection c) Operation in revenue service of a vehicle with a non- functioning heating or A/C system. d) Operation in revenue service of a lift-equipped vehicle with a non-functioning lift. e) Dwell (Waiting) Time: Drivers are required to wait for a client at a pick-up point for a minimum of five (5) minutes. f) Customer Assistance: Drivers failing to provide the required assistance to a customer. g) Improper Drop-off: Customers who are dropped off at the wrong address. h) Failure of the CONTRACTOR's driver to pick up a scheduled passenger, which was reasonably within the driver's control. i) No-Show Tags: Failure of the driver to leave a No- Show tag as required.
(IX). Failure to Cover Routes \$100 per incident	CONTRACTOR is unable to cover a route due to a lack of drivers, vehicle maintenance or fails to make pull out on any route.

(X) Safety Failures \$200 per individual incident	a) Failure of the Contractor to assure passenger is properly seat belted. b) Failure to properly stow wheelchair straps.
Lost ID Badge	If a driver loses his/her badge, the first replacement will be issued free of charge. Any future badges shall be assessed at the cost of \$5.00 for each lost or damaged badge.

1. All instances of non-compliance must be re-inspected by COUNTY, through its paratransit provider, Palm Tran Connection, prior to being returned to service.
2. 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.
3. 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.
4. Patterns of substandard performance include but are not limited to four (4) or more consecutive months of the assessment of liquidated damages for the same issue or the assessment of liquidated damages exceeding Five Hundred Thousand Dollars (\$500,000) in any twelve (12) month period or less. Accordingly, if the CONTRACTOR demonstrates a pattern of substandard performance, the COUNTY may declare the CONTRACTOR in default and terminate this Contract under Article 7 of the Contract. Nothing contained in this Article, or any other provision of the Contract shall be construed to prevent, limit, or restrict COUNTY's rights to declare a default and terminate the Contract, or to modify the Contract as provided in Article 29 - Modifications of Work. The COUNTY's assessment and deduction of liquidated damages shall not limit or prevent the COUNTY from exercising its right to shift or transfer runs and vehicles (and any portion of a Run Package) to another dedicated or non-dedicated contractor.
5. 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.
6. CONTRACTOR must ensure that each driver's work hours do not exceed legal standards. Work hours include all hours that the driver is in control of the vehicle, including in-route lunches.

ARTICLE 6 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the 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 representations of fees paid to outside CONTRACTORS. The COUNTY shall exercise its rights under this Article within three (3) years following final payment.

ARTICLE 7 - 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 29 - 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 29 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 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 8 – 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 9 - SUBCONTRACTING

The COUNTY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR shall seek Disadvantaged Business Enterprises (DBEs) and/or Small Business Enterprises (SBEs) for participation in subcontracting opportunities. If the CONTRACTOR uses any

subcontractors, the following provisions of this Article shall apply in addition to the Disadvantaged Business Enterprises Program:

1. Any subcontract shall incorporate, in full text, all provisions, terms, and conditions set forth in this Contract, including Specifications and Scope of Work and all Exhibits thereto. The CONTRACTOR shall provide to the COUNTY copies of all fully executed subcontracts, including any amendments thereto within thirty (30) days.
2. If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY. See Exhibit H.
3. The CONTRACTOR agrees to abide by all provisions of the applicable Disadvantaged Business Enterprise (DBE) provisions of this Contract and understands that failure to comply with any of the requirements shall be considered a breach of Contract.
4. The CONTRACTOR understands that each DBE/SBE utilized on this Contract shall provide its DBE/SBE certification, and Palm Tran will verify current DBE/SBE status before it can be counted as DBE participation.
5. The CONTRACTOR further agrees to provide the Palm Tran DBE Liaison with a copy of the CONTRACTOR's contract with any DBE/SBE subcontractor or any other related documentation upon request.
6. The CONTRACTOR understands the requirements to comply with the task and proportionate dollar amounts throughout each year and the term of the Contract as it relates to the use of DBE/SBE firms.
7. The CONTRACTOR shall only be permitted to replace a certified DBE/SBE subcontractor who is unwilling or unable to perform. Such substitutions shall be done with other certified DBE/SBE in order to maintain the DBE percentages established in this Contract.
8. The CONTRACTOR understands that it is prohibited from making any agreements with DBE/SBE in which the DBE/SBE promises not to provide subcontractors' quotations to other proposers or potential proposers.
9. The CONTRACTOR will maintain a 20% DBE participation rate for the term of the CONTRACT.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with the applicable DBE provisions, and shall allow the COUNTY to inspect such records.

ARTICLE 10 - 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 Five Hundred Thousand Dollars (\$500,000), no less than seven (7) days prior to the date the Contract is 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 11 - CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The COUNTY has made all necessary affirmative steps to assure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. The CONTRACTOR, if prime subcontracts are to be let, shall take the Affirmative Steps listed below in paragraphs 1) through 5) of this Article.

A. **AFFIRMATIVE STEPS** must include:

1. Placing qualified small and minority businesses and women's business enterprises on Solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

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

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.
- ix. **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 State of Florida, Department of Transportation (FDOT), the COUNTY, 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 - 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 20 - 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 21 - 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, data bases, 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 22 - 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 23 - CONTINGENT FEES

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 24 - ACCESS AND AUDITS

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

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

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

ARTICLE 25 - 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 26 - 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 27 - SEVERABILITY

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

ARTICLE 28 - 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 29 - 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 30 - 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 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:

Russ Tieskoetter, Region Vice President South East
transdev
720 E. Butterfield Road
Suite 300
Lombard, IL 60148

ARTICLE 31 - 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 29 - Modifications of Work.

ARTICLE 32 - 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 E.

ARTICLE 33 - HIRING OF MECHANICS OR LABORERS

For those Solicitations and contracts including the employment of mechanics or laborers, the contract must provide for compliance with 40 U.S.C 3702, as supplemented by Department of Labor regulations (29 C.F.R. 5). Specifically, each CONTRACTOR must be required to compute the wages of every mechanic and laborer based on a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half (1½) times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

ARTICLE 34 - REGULATIONS; LICENSING REQUIREMENTS

The CONTRACTOR shall comply with all 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 - DISCRIMINATORY VENDOR LIST

An entity or affiliate who has been placed on the discriminatory vendor list may not: submit a proposal on a Contract to provide goods or services to a public entity; submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; submit proposals on leases of Real Property to a public entity; award or perform work as a vendor, supplier, subcontractor, or CONTRACTOR under contract with any public entity; nor transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at (850) 487-0915.

ARTICLE 36 - FEDERAL SYSTEM FOR AWARD MANAGEMENT

A contract award shall not be made to parties listed on the government-wide exclusions set forth in the System for Award Management ("SAM") (found at www.sam.gov), which contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority.

ARTICLE 37 - 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 38 - PUBLIC RECORDS

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:

1. Keep and maintain public records required by the COUNTY to perform services provided under the Contract.

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.

2. 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.
3. 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 Records 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 the 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.

Failure of the CONTRACTOR to comply with the requirements of this Section, and other applicable requirements of state or federal law, shall be a material breach of the 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, IT IS THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE 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 OR VIA E-MAIL: RECORDSREQUEST@PBCGOV.ORG OR VIA PHONE 561-355-6680.

ARTICLE 39 - COUNTERPARTS

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

ARTICLE 40 - 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 41 - 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.

ARTICLE 42 - VEHICLES IN CONTRACTOR’S CUSTODY, CARE, AND CONTROL

CONTRACTOR shall be responsible for all costs, expenses, and liabilities related to any physical damage to, or theft of, the vehicles in CONTRACTOR’s custody, care, and control during the term of this Contract.

ARTICLE 43 - 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. Please note the Living Wage will increase to \$14.83 as of October 1, 2023.

Every six (6) months, the CONTRACTOR shall certify and file with COUNTY, 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.

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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:

Signature

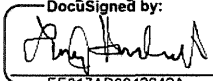
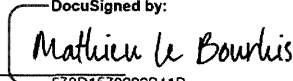
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Signature

Name (type or print)

CONTRACTOR:

FIRST TRANSIT, INC.

Company Name	
<small>DocuSigned by:</small>  <small>EE817AD0842042A...</small>	<small>DocuSigned by:</small>  <small>570D1570222B41D...</small>
Signature	

Laura J. Hendricks	Mathieu Le Bourhis
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Typed Name

CEO	CFO
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Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By 
Executive Director, Palm Tran

Exhibits

Exhibit A – Scope of Work

Exhibit B – Price Pages

Exhibit C – Vehicle Assignment Acceptance

Exhibit D – Assigned Vehicles

Exhibit E – Level Two Background Screening

Exhibit F – 13(c) Provisions

Exhibit G – Non-Dedicated Services

Exhibit H – SBE/DBE EXHIBIT

EXHIBIT A

SCOPE OF WORK

4.1 INTRODUCTION

Palm Tran Connection is a demand-responsive, shared-ride, door-to-door service that serves as the Americans with Disabilities Act (ADA) paratransit service for Palm Tran and as the Community Transportation Coordinator (CTC) service for Palm Beach County. All trips are co-mingled and no priority is given to any funding source. The types of trips provided by Palm Tran Connection include:

Americans with Disabilities Act (ADA) paratransit trips – 77% of service (pre- COVID). Palm Tran is the fixed-route public transit provider in Palm Beach County and is obligated under the ADA to provide complementary paratransit service where and when fixed route service is available to persons who, because of their disability, cannot access or use the fixed-route system.

ADA service is provided to ADA eligible individuals in the area that covers east of the Florida Turnpike in Palm Beach County from the North COUNTY Line to the South COUNTY Line (Core Service Area). ADA service is also available within ¾ mile of a Palm Tran fixed bus route covering those routes outside of the above Core Service Area. The Board of COUNTY Commissioners has the authority to change the Core Service Area at any time with proper notice.

Transportation Disadvantaged (TD) paratransit trips – 17% of service (pre- COVID). As the Community Transportation Coordinator (CTC), Palm Tran Connection is responsible for transporting residents who qualify as TD; that is, persons who are disabled but who do not qualify as ADA paratransit eligible (or whose trips do not qualify as ADA eligible) and whose income is below a specific income threshold. These TD trips are sponsored under a contract between the COUNTY and the Florida Commission for Transportation Disadvantaged, which provides the COUNTY with TD funds.

TD Service is provided in those areas not served by the ADA program.

Division of Senior Services (DOSS) trips – 6% of service (pre-COVID). As the CTC, Palm Tran Connection also has established a contract with the COUNTY Division of Senior Services (DOSS), which sponsors senior trips on Palm Tran Connection.

4.2 PURPOSE OF THE PROJECT

This Scope of Work/Services provides for the provision of shared-ride, door-to-door paratransit services within Palm Beach County under the Palm Tran Connection paratransit program under a dedicated and non-dedicated service model.

Contractor will provide 45% to 55% of the annual Palm Tran Connection service (dedicated revenue hours).

4.3 **ORGANIZATIONAL RESPONSIBILITIES**

Palm Tran will directly provide the functions of:

- 1. Paratransit Scheduling and Dispatch Software and Software maintenance. Currently, Trapeze Pass version 19.0.11.0. This includes COM, CERT, IVR, and MDT,
- 2. Eligibility determinations and registration,
- 3. Marketing and outreach,
- 4. Reservations, trip booking, and trip planning,
- 5. Contract monitoring and compliance,
- 6. Dispatching, scheduling, trip assignment, and service delivery oversight,
- 7. Push-to-Talk radio communication devices,
- 8. Same day Where’s My Ride services,
- 9. Vehicle supply and ownership (dedicated vehicles only),
- 10. IT Support for Trapeze,
- 11. Allocating work among CONTRACTORS.

The CONTRACTOR shall provide the functions of:

- 1. Driver employment, recruiting, training, uniforms, and retention,
- 2. Ensuring that all scheduled vehicle runs directed to the CONTRACTOR by Palm Tran are covered with scheduled drivers,
- 3. Providing service delivery, based on scheduled routes and dispatched trip assignments provided to the CONTRACTOR,
- 4. Performing window dispatching; that is, checking drivers out and in at the beginning and end of runs, providing directions, and arranging coverage as needed,
- 5. Vehicle operations; garaging, maintaining, repairing, fueling, insurance, supervision of employees, including road supervision of operators during all hours of operation,
- 6. Directing drivers to come back to base early or work late,
- 7. Performance bond.

4.4 **RUN PACKAGE MODIFICATION**

CONTRACTOR will be assigned an approximate level of service based on forecast service as detailed in Exhibit B measured in revenue hours for dedicated service. CONTRACTOR’s level of service could be tailored periodically to adjust to changing demand, use of non-dedicated service, and/or in response to differences in performance among the CONTRACTORS. If the amount of work is modified to the point that suggests a reduction or augmentation of the fleet for any provider, COUNTY-owned vehicles may be shifted from one dedicated service provider to another.

The COUNTY reserves the right to modify any Run Package during the Contract period to accommodate changes in demand and/or CONTRACTOR non-performance as referenced in the Article 7 this may result in a shift of runs and vehicles among the dedicated service CONTRACTORS.

The COUNTY may opt to shift certain trips to such non-dedicated service provider(s), as qualified Exhibit G – Non-Dedicated Services.

4.5 **OPERATIONAL POLICIES AND PROCEDURES**

4.5.1 **Service Days and Hours**

Currently, Palm Tran Connection operates seven (7) days a week, including holidays. Present service hours for Palm Tran Connection are as follows:

Day of Week	First Pickup	Last Drop-off
Weekday	04:45 am	11:00 pm
Saturday	06:00 am	10:45 pm
Sunday	07:45 am	08:15 pm

Customer Service is provided during all hours of operation. The Palm Beach County Board of COUNTY Commissioners has the authority to change the hours and days of operation at any time with proper notice.

4.5.2 **Route Scheduling**

Palm Tran Connection will endeavor to provide consistent route start times for Weekday, Saturday, and Sunday routes. Palm Tran Connection reserves the right to schedule routes and adjust run times as needed based on demand. Palm Tran Connection’s scheduling will the supply start and end times for all template routes quarterly. Run times for the next day schedule will be available to the CONTRACTOR by 8:00 pm the day before the trip date. The start times for template routes will not vary by more than two hours before or after the template time.

The itinerary for each run will be available on the Mobile Data Terminal (MDT) of the vehicle to which the run has been assigned, and will use the vehicle MDT to document stop arrival times and trip dispositions (no shows). All drivers are required to complete actual service data on the vehicle MDT as they proceed with their routes. Paper manifests are not supplied nor required. The CONTRACTOR may be directed to print manifests in cases of severe system outages.

The CONTRACTOR is expected to have an extra board of drivers of 10% to assure all routes are covered, including routes affected by breakdowns, accidents, or drivers who cannot complete the shift as scheduled, for any reason.

No route assigned by Palm Tran Connection will be less than six (6) hours, except for those routes affected by breakdowns, accidents, or drivers who cannot complete the shift as scheduled, for any reason.

Split shifts may be utilized as needed. Split shifts will have a one and a half hour (1.5) to three (3) hour break between the morning and afternoon peaks. No more than 10% of the routes will be scheduled as split shifts.

All routes over seven (7) hours in scheduled length will be assigned one (1) hour lunch breaks.

Palm Tran will schedule the first pickup as close to the operating facility as possible based on demand. Palm Tran Connection will provide route start times based on the first pickup and the estimated base departure times to allow for travel time to the first pickup. Actual driver start times will be provided by the CONTRACTOR.

4.5.3 Dispatching

During the course of a run, a Palm Tran dispatcher may add or drop one or more trips to a driver itinerary or re-order the trips. Such changes will be indicated on the vehicle MDT to which the run is assigned.

The driver may contact dispatch by Push-to-Talk radio to consult about any changes or other instructions.

Trip requests are scheduled in a live environment, and all routes are subject to continuous adjustment.

4.5.4 Definitions of Pick-Up Window and On-Time Trips Pick-Up Window

Upon scheduling a trip for a customer, Palm Tran Connection call center staff will indicate and re-confirm a thirty (30) minute pick-up window for the customer. Generally, the pick- up window is +/- 15 minutes on either side of the scheduled pick-up time.

On-Time Trips

A completed trip will be deemed “on-time” if the vehicle arrives at the pick-up location prior to the end of the pick-up window as designated on the vehicle MDT. Early trips, while reported separately, are still considered on time for the calculation. It is the prerogative of the customer to board early.

Palm Tran Connection measures on-time performance by appointment time separately, wherein the vehicle arrives at the drop-off location no later than the designated drop- off/appointment time.

4.5.5 Level of Assistance to be Provided by Drivers

Palm Tran Connection is a door-to-door service. This means that drivers will exit the vehicle, meet riders at the ground floor entrance or front door of any private residence or public building, and provide assistance navigating between the floor entrance or front door and the vehicle, and provide assistance for boarding or de-boarding of customers. However, drivers are never to lose sight of their vehicle.

If the customer refuses door-to-door service, the driver must still accompany the rider to the door but will maintain a respectful distance from the rider, while still being close enough to assist if needed.

Driver assistance includes: pushing the customer’s wheelchair, lending the customer a supportive arm, guiding the customer by the hand, assisting the customer on and off the vehicle, giving voice instructions, and carrying packages. Drivers shall not assist passengers using mobility devices up or down more than one (1) step or through grass or through sand or any unsafe condition.

Upon picking up a customer prior to boarding the vehicle and prior to departing the pick-up location, the driver must confirm the passenger’s name, confirm the destination address, and collect the appropriate fare or fare ticket.

Any discrepancies in passenger type, fares, the number of passengers, pick-up, or destination address must be reported to PTC dispatch immediately by the driver.

4.5.6 Driver Wait Time and No Show Procedures

When the driver arrives within the designated pick-up window at the designated pick-up location, the customer has five (5) minutes to board the vehicle, unless additional boarding time is preapproved by Palm Tran Connection and indicated on the vehicle MDT. If the vehicle arrives earlier than the scheduled pick-up time, the 5-minute wait time period shall not begin until the scheduled pick-up time.

The driver shall attempt to locate the customer upon arrival at the designated pick-up location if the customer is not present. Drivers are required to knock on the (ground floor) front door or ring the doorbell of a residence and make subsequent announcements. The driver shall request the passenger be paged if the pick-up location is a retail store but shall not lose sight of the vehicle.

Before a customer is determined to be a no show, the driver must contact the PalmTran Connection dispatcher after the procedures above are performed. The dispatcher will first confirm that the vehicle is at the correct pick-up location using the vehicle MDT system. Next, the dispatcher will make a reasonable effort to contact the customer before allowing the driver to continue on the route. This will include attempting to phone the customer using any available contact number in the customer’s file and attempting to phone the reception desk at medical facilities, hospitals, and senior centers, and the cashier or customer service center at restaurants, grocery stores, or retail establishments.

If dispatch is able to locate the customer through the above efforts, the dispatcher will instruct the driver to wait up to five (5) more minutes for the customer. If the customer then does not show, the driver shall contact the dispatcher, and the dispatcher may release the driver to continue to the next stop on the vehicle MDT. In some cases, it may be more advantageous for the driver to wait. This instruction will come from the dispatcher.

In either event, the driver may not depart the pick-up location until after receiving permission from dispatch. If the driver receives such permission, the trip will be deemed a no show (or no-fault no-show).

Prior to departing home residence, the driver shall leave a “No Show hanger” on the front doorknob to inform the customer that an attempt was made to pick the customer up. Drivers are required to turn in the top sheet of the no show hanger to window dispatch at the end of each shift. Palm Tran Connection will supply No-Show hangers.

Once the dispatcher has confirmed that the driver is at the correct pick-up location, and has waited the appropriate amount of time for the customer, and has attempted to locate the customer, the dispatcher may then consider the customer a no show. A customer cannot be considered a no show without first confirming the vehicle location via the vehicle MDT.

The CONTRACTOR does not have the authority to suspend a customer's eligibility for any reason.

Drivers will notify dispatch in instances when they arrive at a pick-up or drop-off location more than fifteen (15) minutes ahead of or behind schedule.

4.5.7 Customers, Personal Care Attendants, and Companions

Customers are defined as those individuals who have applied for and been deemed eligible for ADA paratransit service, TD service, and/or DOSS service and who have registered for Connection service.

Customers are allowed one companion or guest, with an additional companion(s) allowed on a space-available basis. Companions must be on the same trip as the customer and must pay full fare.

As determined in the eligibility determination process, some customers require the use of a Personal Care Attendant (PCA) for some or all trips; this will be noted in the customer file and be indicated on the vehicle MDT of pre-scheduled trips or dispatched trip assignment. As with companions, PCAs must accompany the customer on the same trip (same origin and destination). A PCA is not a companion/guest and cannot be restricted from traveling with the customer. PCAs ride free. Customers may also request that they are accompanied by a PCA. If the customer wishes to travel with a personal care attendant, and it is not listed on the vehicle MDT, the driver must get dispatch approval.

4.5.8 Other Customer and Passenger Policies

Only customers, companions, and PCAs are to be transported.

Infants and small children must ride in a federally approved child passenger restraint as required by Florida law. Palm Tran Connection nor the CONTRACTOR shall provide child safety seats. All children under nine (9) years old must be accompanied by a responsible fare-paying customer.

The CONTRACTOR shall refuse to transport any child when a required child seat is not provided by the customer or responsible guardian. (Such an occurrence constitutes an “incident” and shall be reported as such and will be deemed a no show.)

Drivers are not required to physically carry any individual or their mobile device(s).

All passengers, ambulatory or wheelchair users, must wear the shoulder/lap (seatbelt) restraints supplied. The customer will not be allowed to stand while the vehicle is in motion. All wheelchair users will be asked to wear the optional supplied body posey belt and shall be secured with the appropriate tie-down/shoulder/lap belt equipment. Each vehicle will have one posey belt, supplied by the CONTRACTOR, for each wheelchair position.

Consumption of food and/or beverages shall be prohibited, unless necessary for dietary and/or medical purposes.

Smoking is not allowed onboard the vehicles by the driver or passengers.

4.5.9 Fare Collection Procedures

The vehicle MDT will indicate fare due for each trip. Fares must be paid with exact change or with a pre-purchased ticket.

Drivers are to collect fare (exact change or pre-purchased fare ticket) prior to boarding the customer. Failure to collect the fare prior to boarding will result in the fare being assumed as collected.

In cases where the customer does not have the required fare, drivers must contact dispatch for instructions prior to departing the pick-up location. CONTRACTOR shall transport the customer only with approval from the dispatcher.

Cash that is supposed to be collected as fare payment (all trips less fare tickets collected) will be deducted from the CONTRACTOR’s invoice. The exception will be trips for which the dispatcher instructs the driver to transport the customer who fails to pay the fare; such trips will not be included in the “fare collected” total. Changes to the fare to be collected will be reflected in the Trapeze database, so the CONTRACTOR is not penalized.

It is the intent of the COUNTY to move to a cashless fare system within the Contract period, the cost of which will be borne solely by the COUNTY.

4.5.10 Transporting Packages

Customers may bring with them shopping bags or packages belonging to the customer as long as the customer has boarded with his/her package(s).

In providing assistance between the vehicle and the door and into and out of the vehicle, the driver is required to carry small shopping bags or packages. Customers’ property that does not pose a safety hazard, can be safely carried by the customer and/or Vehicle Operator in a single transfer onto the vehicle, and securely stowed without displacing seated passengers or being in the aisle may be transported.

Shopping bags and packages shall be limited to purchased goods; each package may weigh no more than thirty-five (35) pounds combined, with a limit of four (4) plastic bags or two (2) brown paper bags/reusable cloth grocery bags. Customers may also bring one (1) piece of luggage and one (1) carry-on bag.

Customers may also bring personal folding grocery carts on vehicles. The driver must secure these devices like a wheelchair before departing the pick-up location.

CONTRACTOR is prohibited from transporting illegal controlled substances, hazardous materials, firearms, or explosive devices.

4.5.11 Transporting Service Animals and Pets

CONTRACTOR is required to transport service animals in accordance with State and Federal laws. Required use of service animals will be noted in the customer profile and appear on the vehicle MDT.

Service animals are to be properly leashed and/or harnessed and under the complete control of their handlers at all times.

If the customer brings a service animal with him/her and this does not appear on the vehicle MDT or in cases where the driver questions the validity of the service animal, the driver is not to confront the customer in any way. Instead, the driver is required to inform dispatch after the trip has been completed. Upon such notification, Palm Tran Connection staff will investigate. The driver may be instructed to ask the customer if (1) is the dog a service animal required because of a disability and (2) what work or task has the dog been trained to perform.

CONTRACTOR is required to transport the pets of customers as long as pets are completely enclosed in commercially available pet carriers, which must fit on the customer’s lap or beneath their seat, and the weight

does not exceed thirty-five (35 lbs.) pounds.

When requesting a trip, customers must notify the call center staff of their intention to bring a pet with them on the trip. This will be detailed on the vehicle MDT. If the customer brings a pet with him/her, and the requirement does not appear on the vehicle MDT, the driver is not to confront the customer in any way. Instead, the driver is required to inform dispatch after the trip has been completed. Upon such notification, Palm Tran Connection staff will investigate.

CONTRACTOR may refuse to transport a customer who is traveling with a pet that disrupts service for that or any other customer, with Palm Tran Connection and Dispatch approval.

4.5.12 Accidents and Incidents

The CONTRACTOR shall work in conjunction with Palm Tran Connection to ensure all of the safety concerns from our customers and drivers are addressed in a timely and efficient manner. In addition to training and planning efforts, the proper response to each incident/accident is of critical importance to passenger safety.

- 4.5.12.1 Accidents or incidents that require action on behalf of the CONTRACTOR include all road calls/breakdown, accidents, and incidents which disrupt service or involve a Palm Tran Connection vehicle. A road call/breakdown is defined as any mechanical failure of a vehicle while in revenue service that necessitates removing the bus from service until repairs are made. A road call is counted against the CONTRACTOR, where the vehicle does not complete its current or next scheduled revenue trip due to a mechanical failure. Road calls/breakdowns that are reasonably outside of the CONTRACTORs control will not be included in the monthly ratio, and non-mechanical failures are not considered road calls. (Most warranty related issues will not be counted against the CONTRACTOR.)
- 4.5.12.2 If the body damage is found on any revenue service vehicle by any representative of Palm Tran Connection and it cannot be matched up to a reported accident, a preventable accident will be added to the CONTRACTORS monthly calculation of preventable accidents.
- 4.5.12.3 Vehicle accidents are defined as at-fault/preventable or not-at-fault/non- preventable when the accident occurs while the vehicle is in revenue service (including deadhead and breaks). Not-at-fault/non-preventable accidents will not be included in the LD calculation but will be tracked for the purposes of the PTSTAT program. The determination of “at fault or not at fault” will be made by Palm Tran Connection and reviewed by the CONTRACTORs Staff for concurrence prior to publication.
- 4.5.12.4 A “Preventable Accident” is one in which the driver failed to exercise every reasonable precaution to prevent the accident. This is irrespective of whether or not there is property damage, personal injury, or the driver receives a written violation from Law Enforcement. The extent of the loss or the presence of an injury, to whom it occurred, and the location of the accident.

- 4.5.12.5 For the purposes of NTD reporting, a Major accident/incident is defined as a; fatality, an injury resulting in immediate medical attention away from the scene, estimated property damage of \$25,000.00 or more, evacuation for life safety reasons. (This definition includes a vehicle fire or thermal event.)
- 4.5.12.6 Drivers are required to immediately notify the Palm Tran dispatcher of any incident involving the safety of a passenger, the misconduct of a passenger, the injury of a passenger, damage to a vehicle, or any other unusual incident. Verbal notification, via the two-way communication system, must take place immediately, followed by a written report, whose format will be approved by Palm Tran Connection, within twenty-four (24) hours of the occurrence. Reports must be written by all parties who respond to the scene of an accident or incident.
- 4.5.12.7 Safety sensitive employees shall be required to submit to an FTA Post Accident Drug and Alcohol test according to Federal requirements if the thresholds are met (and Company Policies).
- 4.5.12.8 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 Palm Tran Connection in any litigation that may result from or arise out of any act or omission of the CONTRACTOR.
- 4.5.12.9 Depending on the severity of the accident or incident, Palm Tran Connection may, at its sole discretion, require the CONTRACTOR to remove the driver from service while the investigation is being conducted.
- 4.5.12.10 Palm Tran Connection reserves the right to modify these procedures as needed.

4.5.13 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 approved training. The driver shall stay with the customer until emergency assistance arrives.

The driver is to contact Palm Tran Connection dispatch first, but in cases where the driver contacts the CONTRACTOR Window dispatcher, Window dispatch is to directly contact 911 if needed prior to contacting Palm Tran Connection.

4.5.14 Illegal or Unsafe Acts

In the event that any customer engages in any illegal activity or in a manner that is unsafe to the customer or 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 PTC dispatch for instruction.

4.5.15 Unsafe Conditions, Inclement Weather and State of Emergency

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

In the event that weather conditions or natural disasters make the fulfillment of the terms and conditions of this Contract unsafe or impossible. If hazardous conditions prevail, Palm Tran Connection 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 the CONTRACTOR of the suspension of regular services and endeavor to contact customers.

However, unless specifically stated by Palm Tran Connection, CONTRACTOR shall provide transportation for return trips. 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.

4.5.16 Reporting of Actual Service Performance/Completion of Route

The actual performance of service and the disposition of trips not served will be documented on the vehicle MDT.

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

The CONTRACTOR is required to ensure that all vehicle MDT events are completed correctly.

4.5.17 Complaint/Commendation Policies

Customers can submit complaints or commendations to Palm Tran by phone or in writing. The customer will be directed to register complaints directly with Palm Tran Connection. The CONTRACTOR is not to directly accept customer complaints, but is to inform the customer to contact Palm Tran Connection directly and provide the customer with contact information to allow the customer to contact Palm Tran.

All customer complaints/compliments received by Palm Tran Connection staff will be documented in the Complaint Management System (Trapeze COM or COM).

Complaints will be documented by type. Palm Tran Connection may assign a complaint to the appropriate CONTRACTOR for resolution. Complaints assigned by Palm Tran are to be investigated by the CONTRACTOR and appropriate action taken promptly. The CONTRACTOR only will receive complaints related to their performance under this Contract.

The CONTRACTOR shall document the disposition of the complaint in COM within two (2) business days of receipt of said complaint. If the CONTRACTOR needs a time extension to respond to complaints, they must make the request in writing (via email), stating a reason for the request.

The written response should detail the follow-up actions that took place to investigate the complaint, the findings,

corrective actions, and any additional actions that will take place. Failure to provide a complete response will result in a valid complaint and a failure to respond to LD.

4.5.18 Service Performance Metrics

It is the goal of Palm Tran Connection staff to achieve the following metrics:

- 4.5.18.1 91% on-time performance, by appointment time,
- 4.5.18.2 91% on-time performance, by pickup window,
- 4.5.18.3 Productivity of 1.30 passenger trips per revenue hour,
- 4.5.18.4 A complaint ratio lower than 6.0 valid complaints per 10,000 completed trips,
- 4.5.18.5 No more than one preventable accident per 100,000 vehicle miles,
- 4.5.18.6 0% uncovered runs and 0% late pullouts (late pullouts will be subject to an LD),
- 4.5.18.7 No more than one (1) road-call per 12,000 vehicle miles.

4.6 PERSONNEL AND TRAINING

4.6.1 Key Personnel, Minimum Qualifications, and Responsibilities

CONTRACTOR shall provide “Key Personnel” to include:

- a. Project/General Manager
- b. Operations Manager
- c. Vehicle Maintenance Manager
- d. Safety and Training Manager
- e. Human Resources/Personnel Manager
- f. Finance Manager

All key personnel must be full-time employees of the CONTRACTOR, be able to speak, write, and understand English fluently 100% dedicated to this program, no merged responsibility, and stationed within Palm Beach County.

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 Palm Tran Connection. 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 letter of acceptance will be provided upon approval.

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

4.6.2 Project/General Manager

The Project/General Manager must have a minimum of five (5) years or equivalent experience (three (3) of which must be within the past five (5) calendar years) in ADA Paratransit operation, at least one (1) of which must have been managing an operation a comparably sized paratransit operation.

The Project/General Manager position is key to the effective operations of the service. The project manager sets the tone for the behavior and attitude of the staff and requires a person who has proven leadership, customer service and technical skills, while possessing a familiarity and understanding of the requirements necessary to operate ADA paratransit service and all applicable Federal, State and COUNTY requirements, including but not limited to the Americans with Disabilities Act (ADA), 49 CFR parts 40 and 655, Sections 37 and 38, the requirements of the Florida Transportation Disadvantaged Program Chapter 427, F.S. and Section 41-2, F.A.C., drug and alcohol regulations, all requirements of Chapter 14 90, F.A.C. and all applicable provisions of the Palm Beach County Vehicle for Hire Ordinances, as all may be amended or superseded from time to time.

Key Responsibilities of the Project/General Manager

- 4.6.2.1 Oversight of operations functions and maintenance functions
- 4.6.2.2 Oversight and implementation of human resources and labor relationship programs
- 4.6.2.3 Oversight of safety and training programs
- 4.6.2.4 Oversight of all administrative/support functions
- 4.6.2.5 Liaison with the Palm Tran Connection Core Skills
- 4.6.2.6 Management/leadership

Core Skills

- a. Customer service
- b. Communication
- c. Fundamental understanding of types of trips (including ADA paratransit) served
- d. Experience with the Trapeze Paratransit Management Software
- e. Positive attitude

Main Job Duties

- a. Communicate with and advise Palm Tran Connection and other local agencies and officials concerned with the operation and viability of Palm Tran Connection service and attend meetings as may be requested.
- b. Manage all personnel-related functions, including recruitment, selection, training, supervision, and discipline of all staff dedicated to Palm Tran Connection. This responsibility includes the formulation and distribution of personnel and operating policies and procedures in appropriate employee handbooks and notices.
- c. Manage all financial functions, including the preparation of the annual budget and pro forma operating statements; monitoring and approval of all expenditures; overseeing the fare collection and deposit systems to safeguard public funds; financial reporting; and administering the system’s payroll, accounts payable and receivable functions.
- d. Ensure compliance with all appropriate laws and regulations, including, but not limited to, federal regulations (FTA, EEOC, ADA, EPA, etc.) as well as state and local requirements.
- e. Establish and oversee internal programs and procedures regarding safety, training, operations, maintenance, public relations, and other areas to ensure high-quality service and the safeguarding of the system’s personnel and capital assets.
- f. Manage all other aspects of the system and performs additional duties as needed to ensure high-quality paratransit service. The responsibilities of this position focus on directing the proper operations of Palm Tran Connection service according to contractual responsibilities and other Palm Tran Connection policies.
- g. Serve as the liaison with Palm Tran Connection staff.

4.6.3 Operations Manager

The 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 operation serving a comparably sized paratransit operation.

The Operations Manager will assist the Project/General Manager in 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:

- 4.6.3.1 Ensure that Palm Tran Connection services are provided in a safe, reliable, and timely manner.
- 4.6.3.2 Schedule and assign drivers and back-ups to ensure that all runs are covered, and service operates accordingly.
- 4.6.3.3 Provide oversight of the window dispatch and road supervision functions.

- 4.6.3.4 Review driver reports ensuring accuracy and resolution of any problems occurring during each day's operations.
- 4.6.3.5 Checks and approves all driver timesheets and coordinates with administrative/ financial clerk to ensure payroll accuracy.
- 4.6.3.6 Maintain operational data to document and support operations.
- 4.6.3.7 Initiate an incident report when the policy, procedure, or service standard violations occur.

4.6.4 Vehicle Maintenance Manager

The Vehicle Maintenance Manager must have a minimum of three (3) years or equivalent experience within the past five (5) calendar years in managing a vehicle maintenance department for an ADA Paratransit operation of at least one hundred (100) paratransit vehicles and possess a valid Automotive Service Excellence (ASE) certificate.

The Vehicle Maintenance Manager is responsible for the systems maintenance and repair activities to include vehicles, buildings, fuel systems, onboard equipment, including vehicle MDT's, video equipment, and other physical assets. Responsibilities include, but are not limited to, the following areas:

- 4.6.4.1 Schedule a variety of mechanical work, including preventive maintenance repairs and troubleshooting. Ensure compliance with the system's Preventive Maintenance (PM) programs and safety inspection schedules. Develop periodic or seasonal maintenance campaigns as needed.
- 4.6.4.2 Maintain and secure appropriate levels of parts and fluids inventory.
- 4.6.4.3 Coordinate maintenance subcontracts, including towing and outside repairs.
- 4.6.4.4 Keep accurate and comprehensive records pertaining to the maintenance function of all vehicles.
- 4.6.4.5 Analyze such records to improve services.
- 4.6.4.6 Supervise the vehicle cleaning program to ensure a clean and well-maintained fleet at all times.
- 4.6.4.7 Responsible for security and maintenance of the operations facilities, including vehicles, tools, equipment, buildings, fuel, parts, and all other system assets.
- 4.6.4.8 Provide oversight of janitorial and landscaping activities.
- 4.6.4.9 Recruit, select, train, evaluate, and supervise all shop personnel in coordination with the Human Resources Manager.
- 4.6.4.10 Manage the shop safety program in coordination with the Safety and Training Manager to ensure safe work methods are known and followed with the aim of preventing injuries or

damage to property.

- 4.6.4.11 Coordinate with vehicle manufacturers, equipment suppliers, and other maintenance professionals and with the Safety and Training Manager to insure that the maintenance staff has the required qualifications and meets ongoing training requirements to run an effective fleet maintenance shop.
- 4.6.4.12 Attend or arrange seminars and training activities as required to maintain up to date knowledge of vehicle maintenance systems and safety procedures, and to meet requirements for certifications.

4.6.5 Safety and Training Manager

The Safety and Training Manager must have a minimum of two (2) years or equivalent experience within the past five (5) calendar years in managing a safety and training department for a transportation operation.

The Safety and Training Manager is responsible for instilling in each staff member guiding principles of safety and customer service. The Safety and Training Manager's responsibilities include the following:

- 4.6.5.1 Update and implement the location's annual Safety and Security Action Plan.
- 4.6.5.2 Manage and schedule technical and safety training required for all staff, including operators, maintenance staff and supervisors.
- 4.6.5.3 Schedule regular refresher training for all staff, including operators and supervisors, and additional refresher training and additional course work as needed to maintain up to date knowledge and to maintain technical and safety certifications.
- 4.6.5.4 Gather, compile, and report safety, accident, and worker's compensation statistics as required under the contract and to meet agency National Transit Database requirements.
- 4.6.5.5 Investigate and report on all vehicle accidents and workers' compensation accidents.
- 4.6.5.6 Supervise an employee safety team "Safety Solutions" Team.
- 4.6.5.7 Conduct semi-annual location audits to ensure the location complies with company, Palm Tran Connection, county, state, and federal safety requirements.
- 4.6.5.8 Disseminate information on supplemental training courses.
- 4.6.5.9 Maintain accurate training files for all personnel.
- 4.6.5.10 Provide oversight and guidance to operators.
- 4.6.5.11 Assist with daily pull-outs, including inspections and completion of pull-out checklists, as needed.
- 4.6.5.12 Act as the liaison between the CONTRACTOR'S Risk Management Team, PTC and the

COUNTY.

- 4.6.5.13 Must maintain the up to date Safety Sensitive List and constant monitoring that all driver's qualification are up to date.

4.6.6 Human Resources (HR) Manager

The Human Resource Manager must have a minimum of two (2) years or equivalent experience within the past five (5) calendar years in managing an HR department for a transportation operation.

The Human Resource Manager will be responsible for employee recruitment, screening, and retention. This position is integral to the effective provision of customer-service- oriented transportation. Key duties of the Human Resources Manager include the following:

- 4.6.6.1 Conducts human resource functions including employee recruitment, screening, and hiring; administration of benefits program; and staff evaluations.
- 4.6.6.2 Maintains employee files.
- 4.6.6.3 Review employee hours and assist in the development and maintenance of employee profiles and payroll data.
- 4.6.6.4 Ensure compliance with client, company, Florida, and federal requirements for employment.
- 4.6.6.5 Serves as Equal Employment Opportunity (EEO) and Affirmative Action (AA) officer for the location.
- 4.6.6.6 Develop local Equal Employment Opportunity Plan.
- 4.6.6.7 Addresses employee concerns and/or complaints.
- 4.6.6.8 Acts as liaison with representatives of an employee union.

4.6.7 Finance Manager

The Finance Manager must have a minimum of two (2) years or equivalent experience within the past five (5) calendar years in managing a finance department for a transportation operation.

The Finance Manager is to be responsible for operational records and all financial administration and reporting. Duties in this position shall include the following:

- 4.6.7.1 Assist the Project Manager with the preparation of the monthly forecast and revenue accrual.
- 4.6.7.2 Develop invoices for Palm Tran Connection.
- 4.6.7.3 Act as the backup to the Project Manager for the timely submission of financial reports and assist and/or prepare financial analysis as directed.

- 4.6.7.4 Direct the accomplishment of special projects involving the analysis of data, the collection of information from a variety of sources, and the identification of areas of concern and makes recommendations for cost savings and efficiency improvements.
- 4.6.7.5 Respond to accounts payable inquiries and works with the Maintenance Manager and Operations Manager concerning procurements.
- 4.6.7.6 Act as the backup to the parts clerk for entering maintenance invoices.
- 4.6.7.7 Act as the supervisor to handle all payroll inquiries and discrepancies.
- 4.6.7.8 Acts as the backup to the Administrative Clerk for the submission of the payroll.

4.6.8 Driver Qualifications, Duties, and Training Driver Qualifications

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

- 4.6.8.1 The CONTRACTOR will maintain a stand-by ratio of 10%, based on the number of daily peak pullouts.
- 4.6.8.2 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.
- 4.6.8.3 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, See Exhibit E. The CONTRACTOR is required to forward a copy of all screening results, both approved and disqualified to Palm Tran Connection.
- 4.6.8.4 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.
- 4.6.8.5 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 is to recheck every six (6) months.
- 4.6.8.6 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.
- 4.6.8.7 The driver must not have had a driver's license suspended or revoked for moving violations within the last three (3) years.
- 4.6.8.8 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, the vehicle MDT and incident and accident reports.

- 4.6.8.9 Drivers of vehicles must pass a pre-employment physical and drug/alcohol test in accordance with Section 4.6.12. Drivers and all other employees performing the safety-sensitive function(s) shall satisfy the requirements of the CONTRACTOR's Drug and Alcohol Testing Program Section 4.6.12.
- 4.6.8.10 Drivers must be physically able to perform all duties and tasks required or necessary to achieve full performance of the CONTRACTOR's obligations:
 - 4.6.8.10.1 Assisting passengers in getting to, on, and off the vehicle.
 - 4.6.8.10.2 Securing mobility devices within the paratransit vehicle.
 - 4.6.8.10.3 Assisting passengers with the carrying of small packages.

Driver Duties

Driver duties and responsibilities include the following:

1. Drivers must follow all Palm Tran Connection operational policies and procedures.
2. 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 pull-out. Determination to "pull" a vehicle off the road is the responsibility of the CONTRACTOR's window dispatch staff.
3. Drivers shall activate and log-on to their vehicle MDT Unit upon pull-out. Drivers are required to process customer and trip information, including time and mileage of all vehicle pull-outs and pull-ins and all customer pickups and drop-offs, using the vehicle MDT.
4. Drivers shall be required to fulfill the daily manifest on the vehicle 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 route without authorization of PTC Dispatch. Drivers providing service under this Contract are encouraged to suggest 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 for disciplinary action as warranted. 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.
5. Drivers are prohibited from taking customers to any address other than that specified on the vehicle MDT. If the customer insists on a different address, the driver must contact dispatch and obtain authorization before deviating from the address listed on the vehicle MDT. If the customer insists on disembarking the vehicle at a location other than that which is specified on the vehicle MDT,

the driver is to contact Palm Tran Connection for assistance.

6. Drivers are required to hit the “perform” button on the vehicle MDT when arriving and again when departing each stop and indicate trip dispositions for trips not completed, such as no shows.
7. All drivers, including trainees, must wear a uniform consisting of a color- coordinated shirt and slacks or Bermuda style shorts (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. The uniform shall consist of a shirt with a pocket, dark blue Bermuda style shorts, slacks or trousers, a dark baseball type cap (optional), and depending upon the season, a dark blue jacket, and other dark blue outer garments. Each driver will have a minimum of seven (7) uniform shirts. Shirt colors will be assigned by Palm Tran Connection. 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 jean 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. Uniform shirts must be replaced when they are showing signs of excessive wear. Each driver must report to work in their required uniform.
8. 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, the driver’s name and the words “Palm Tran Connection.” All drivers are provided with such a badge after the successful completion of the driver test (see Driver Training) and verification of the employee file. The badge is to be worn on the upper left side of their uniform, hanging from their collar. If the Operator chooses they may wear their badge using a lanyard as long as it is visible to the customers.
9. 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 answer 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.
10. Drivers shall use interior lighting of the vehicle at night to provide for a safe customer egress from the vehicle. Drivers shall not drop off customers into the path of traffic.
11. Drivers shall not leave a customer at any location that would compromise the safety of the customer or others.
12. Drivers shall not park vehicles in unsafe locations.
13. Drivers shall operate the heating and air conditioning systems so as to provide for the comfort of customers. At a minimum, air conditioning units should be operational at all times. The driver is not authorized to open windows for ventilation in lieu of air conditioning unless the vehicle’s air conditioning system fails. Drivers shall immediately report all such failures to PTC Dispatch.

14. Drivers shall operate vehicle lifts from outside of the vehicle using a remote device operated via pigtail or other devices. Drivers shall provide assistance to customers using adaptive devices in entering and exiting the lift platform and the vehicle. Drivers shall also provide assistance to ambulatory customers who request to use the lift to enter and exit the vehicle.
15. Prior to departing a pick-up location, drivers are required to ensure that all passengers are wearing seatbelts and shoulder harnesses and that all mobility devices are properly secured. If requested by the passenger, 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) wheelchairs, in addition to the use of seatbelts. Drivers will help secure infant seats, strollers, and any other equipment brought onboard by customers that may 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 secure the scooter.
16. 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 passenger restraint systems as appropriate. Unless refused by the customer, drivers shall escort customers between the vehicle and the first exterior door closest to the public right of way at the customer's origin and destination, unless that door is more than one hundred fifty (150) feet from the vehicle or prohibits line of sight to the vehicle. Drivers are required to assist the customers along the entire path of travel between vehicle and door at both pick-up and drop-off locations. Such assistance may include allowing the customer to hold the driver's arm or shoulder and maneuvering the customer's wheelchair, always with the consent or specific request of the customer. Drivers are prohibited from entering buildings and from providing assistance to persons attempting to navigate more than one (1) step.
17. If the customer requires the assistance of a PCA, it is the customer's responsibility to have either 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 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.
18. 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. The 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 onboard the vehicle.
19. 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 person will put a wheelchair in motion, occupied or unoccupied, while the vehicle is moving, no persons 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 person 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.

20. The driver shall, at the earliest safest moment, report any incidents to dispatch, including, but not limited to, incorrect addresses, customer behavior issues, injuries, geo-code issues.
21. When the driver encounters non-serviceable locations, they are required to inform PTC Dispatch of the problem who will either offer service at an alternative location that is serviceable or inform the customer that curb-to-curb service is the only alternative. If the customer refuses to de-board the vehicle at the disputed location, the driver shall be required to contact PTC dispatch for further instructions.
22. Drivers are required to assist customers with packages. Drivers must not attempt to carry packages while escorting customers to and from the door. While onboard the vehicle, packages must be stored in a location that does not interfere with safety features, a clear path of travel within the vehicle, or securement of other passengers.
23. Drivers shall keep confidential any information that the drivers may have about the medical or other conditions 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.
24. 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 may result in disciplinary action.
25. 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 passengers shall be removed from the performance of services under this Contract.
26. When drivers meet customers, the drivers are required to identify themselves as Palm Tran Connection drivers employed by their CONTRACTOR, confirm the identity of the customer, and verify the destination address.
27. Before a customer exits the vehicle, drivers are required to assist the customer in locating and/or gathering and removing all personal belongings brought on board.
28. Drivers are to inform dispatch if they are going to be more than ten (10) minutes outside of the scheduled pickup window for any rider.
29. Drivers are required to be knowledgeable of all accident and incident procedures.
30. 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 to PTC Dispatch.
31. 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.

32. Drivers are prohibited from distributing any materials to customers, which has not been pre-approved, in writing, by Palm Tran Connection.
33. 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.
34. CONTRACTOR must ensure that each driver's work hours do not exceed legal standards. Work hours include all hours that the driver is in control of the vehicle, including stand-by time and in-route lunches.
35. Drivers are not to carry weapons of any kind.
36. Drivers must comply with requirements for personal protective equipment (PPE).
37. CPR Training is not required.

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 Palm Tran Connection 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 a driver be issued a photo ID badge from Palm Tran Connection. All drivers shall be retested annually.

The competency test is administered once a week or more during the start-up period, as needed. It is administered at Palm Tran Connection'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 twenty (20) minutes per driver for the wheelchair securement test and an additional two (2) hours for up to fifteen (15) drivers concurrently taking the written test. Testing times and locations will be coordinated through the PTC representative/liaison. The COUNTY reserves the right to review, monitor, and approve the CONTRACTOR's Training Programs.

Individuals who were previous employees under this (or the previous paratransit service contract) Contract who have been inactive for more than sixty (60) days must be retrained at the full one hundred twenty (120) hours of training. Any individual being considered for rehire into the program and whose separation is less than sixty (60) days shall be required to receive no less than forty (40) hours of retraining. The subjects of the retraining shall include, at minimum, mobility device securement, accident/incident reporting procedures and the hiring companies Drug and Alcohol policy, Palm Tran Connection reserves the right not to approve applicants with an adverse complaint history. This determination is at the sole discretion of Palm Tran Connection Management.

Individuals who were previous employees under this (or the previous paratransit service contract) Contract who have not been inactive for more than sixty (60) days must be retrained at the full one hundred twenty (120) hours

of training. Any individual being considered for rehire into the program and whose separation is less than sixty (60) days shall be required to receive no less than forty (40) hours of retraining. The subjects of the retraining shall include, at minimum, mobility device securement, accident/incident reporting procedures and the hiring companies Drug and Alcohol policy, Palm Tran Connection reserves the right not to approve applicants with an adverse complaint history. This determination is at the sole discretion of Palm Tran Connection Management.

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

- a. Know, understand, follow, and implement Palm Tran Connection policies and procedures provided to them, including the requirements of the Americans with Disabilities Act (ADA).
- b. Know, understand, follow, and implement disability recognition and sensitivity.
- c. Know, understand, follow and implement Passenger Assistance Techniques (PAT) or equivalent training - to include passenger assistance techniques for passengers 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 basic explanation of dialysis treatment and its effect on the customer's stamina during transport.
- d. Know and understand proper procedures for blood borne pathogens.
- e. Ensure sensitivity to and safe transport of persons with disabilities, including the securement and storage of mobility devices.
- f. Professional courtesy, customer service, and the elimination of attitudinal barriers, including conflict resolution and stress management.
- g. Transporting Service Animals.
- h. Emergency Evacuation Procedures.
- i. Defensive Driving Skills, per National Safety Council standards, or an equivalent program.
- j. 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.
- k. Proper handling of assigned vehicles and its equipment.
- l. Proper use of the push-to-talk communication system and the vehicle MDT communication system. Palm Tran will supply one (1) MDT unit for the CONTRACTOR for training purposes. Any replacement units needed due to CONTRACTOR negligence are the responsibility of the CONTRACTOR.
- m. Proper use and securement of child safety seats.
- n. Proper use of all safety equipment onboard the vehicle.

- o. Proper steps to take in the event of an accident, incident, breakdown, or emergency conditions.
- p. Proper explanation of inappropriate customer interaction and restrictions on contact with customers.
- q. Proper pre-trip and post-trip inspections and the basic of Chapter 14.90 rules for driver requirements.
- r. Any other aspects which contribute to the safety, comfort, and efficiency of Palm Tran Connection service.

4.6.9 Road Supervisors Qualifications and Duties

CONTRACTOR shall provide a sufficient number of Road Supervisors to respond to emergencies and breakdowns and to periodically observe and assist the drivers in the safe performance of their duties. Minimum road supervisor staffing will include four (4) staff during peak service (5:00 AM to 10:00 AM and 2:30 PM to 6:30 PM) and three (3) during off-peak with one (1) additional Road Supervisor stationed in Belle Glade during all hours of operation. The CONTRACTOR will provide Palm Tran Connection with weekly updates of the Road Supervisor's work schedule by close-of-business Friday of the previous week, and will provide updates as needed noting any significant changes to the schedule.

Road Supervisors shall meet the same minimum qualifications and training as the driver (See Section 4.5.9) but also have at least one (1) year experience in the field of paratransit supervision. At least one (1) Road Supervisor will remain at the base of operations during all hours of operation to coordinate driver and supervisor activities and to maintain communication with safety services in the event of a crash or emergency. This may also be accomplished through cross-training of staff.

The Road Supervisor's primary function is to be in the field working with the drivers and customers to maintain and improve service quality and safety. Road Supervisors may only be assigned to routes or trips scheduled for revenue service or to window dispatch, driver training or office work, in the event of an emergency and during times when they are not simultaneously functioning as a road supervisor. All driver training is to be performed by members of the Safety Department.

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

Road Supervisors 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 the response to emergencies, in-service problems, accidents, and other events.

Road Supervisor vehicles will be supplied by the COUNTY and will be expected to transport customers, in revenue service, in cases of accidents and service failures. The CONTRACTOR is responsible for fueling and maintaining the Road Supervisor vehicles in good working order.

Each vehicle will be clearly identified as a "Safety Supervisor" vehicle and will be equipped with appropriate

warning lighting. The CONTRACTOR is responsible to ensure that the vehicle is equipped with the necessary supplies and equipment to respond to emergency situations as needed.

Road Supervisors are required to be in route to any situation within five (5) minutes of the assignment.

4.6.10 Window Dispatcher Qualifications and Duties

The CONTRACTOR shall provide at least two (2) window dispatchers for morning pull- out at each operating location, one (1) window dispatcher for the Glades facility, and one (1) window dispatcher for all other hours of operation per operation location. Window dispatch personnel are to be available at least thirty (30) minutes prior to the time the first vehicle leaves the facility and until the last vehicle returns to the facility.

Window dispatchers shall meet the same minimum qualifications as Road Supervisors but also have at least one (1) year of experience providing road supervisor functions. Duties include, but are not limited to;

The responsibilities of this position focus on, but are not limited to;

- a. Be at the base to supervise pull-out and ensure that all routes leave the base on-time.
- b. Add driver name to route before leaving base, ensure that the drivers enter the route number and starting miles on the MDT's (Must call this information in the PTC Dispatch as well).
- c. Ensure that there are sufficient vehicles to match the runs that are scheduled, and that there are sufficient drivers for each run at pull-out.
- d. Make driver and vehicle reassignments as needed.
- e. Ensure that pre and post trip inspections are completed.
- f. Communicate with PTC Dispatchers via email on any issue that may affect service such as driver call outs etc. The CONTRACTOR must find a replacement driver to cover the run.
- g. Communicating with the maintenance staff, as needed.
- h. Not make any changes to schedules, this must be handled through PTC Dispatch.
- i. Ensure that drivers have the correct PTT assigned to the route.
- j. Assist drivers with directions and questions.
- k. Assist lost drivers as needed, when requested by the driver or PTC dispatch.
- l. Check-in drivers after the routes have been completed.
- m. Coordinate accidents, incidents and breakdowns with PTC Dispatch.
- n. Give ample notice of yard changes.

- o. Informing dispatch ahead of time of route closures and late pull outs.
- p. Train drivers to contact window dispatch when lost.

4.6.11 Maintenance Personnel Qualifications, Duties, and Training Provision of Maintenance Staff

CONTRACTOR will recruit, train, manage and maintain a sufficient number of mechanics to maintain the Palm Tran Connection vehicle fleet allocated to the CONTRACTOR to ensure that all related duties are performed in a timely fashion and that the required minimum number of vehicles by type are available for each service day. The minimum expectation is one (1) mechanic per one hundred thousand (100,000) vehicle miles of service per month, with a minimum of four (4) mechanics.

Minimum Requirements for Mechanics

Lead mechanic applicants hired must have a minimum of five (5) years’ experience maintaining the types of vehicles used in Palm Tran Connection service. Supporting mechanics must have a minimum of one (1) year experience. All mechanics shall have a valid Automotive Service Excellence (ASE) certificate (or get within six (6) months) 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. A dated, written statement with the ASE supervisor's signature should accompany the completed work order certifying that the vehicle is ready to go back in revenue service.

Maintenance personnel must also;

- 4.6.11.1 Have held a valid Driver’s License from any U.S. State or U.S. Territory forthe last three (3) years,
- 4.6.11.2 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,
- 4.6.11.3 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 is to recheck every six (6) months,
- 4.6.11.4 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, and,
- 4.6.11.5 Must not have had a driver’s license suspended or revoked for moving violations within the last three (3) years.

General Duties

Maintenance personnel shall maintain all revenue vehicles in accordance with the requirements of the Scope of Work/Services. 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 the same, shall immediately be removed from service until repaired. Maintenance personnel shall maintain all service vehicles in good overall operating conditions. Maintenance personnel will perform both regular and preventive maintenance on vehicles and shall maintain adequate records to enable Palm Tran Connection to verify that preventive maintenance (PM) schedule is being adhered to by the CONTRACTOR. All vehicles must be maintained according to the standards illustrated in your approved maintenance policy. The CONTRACTOR shall be required to clean all vehicles affiliated with this contract in accordance with the requirements of the Scope of Work/Services.

4.6.12 Drug and Alcohol Testing

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. Palm Tran will handle random drug and alcohol test selection, maintaining safety-sensitive employee lists, completing the end of the year MIS report for the FTA, insuring collections sites, and that Substance Abuse Professionals are qualified, training for reasonable suspicion and record keeping.

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

Safety sensitive personnel will be subject to random selection by Palm Tran to take drug and alcohol tests in accordance with the requirements of the CONTRACTOR's, or sub- contractors', drug and alcohol testing program.

In the case of random testing and without warning, Palm Tran will notify which CONTRACTOR's personnel will be subject to random testing. Random testing will occur during all hours of service.

All drug and alcohol testing costs shall be borne by the CONTRACTOR. CONTRACTOR is required to use Palm Tran's Drug and Alcohol contractor, currently, but subject to change:

NMS Management Service, Inc.
ATTN: Maria Delisle - Vice President of Operations
2901 S. Congress Ave.
Palm Springs, FL 33461
(561) 967-8884, ext. 101; Fax: (561) 932-1597
Email: Maria@NMS123.com

4.6.13 Work Place Environment

The CONTRACTOR and its employees shall comply with Palm Tran Connection's "Dignity in the Workplace" and "Drug and Alcohol-Free Workplace" requirements. The CONTRACTOR's employees who violate either of these policies are to be removed from this Contract. The CONTRACTOR also agrees to include the following requirements in each subcontract entered into as part of this Agreement.

The CONTRACTOR, CONTRACTOR's employees, vendors, visitors, and volunteers are to be free of the effect of drugs, alcohol, controlled substances, or other prohibitive substances when they are on Palm Tran Connection property or performing Palm Tran Connection or COUNTY business. In addition, all referenced parties are prohibited from using, possessing, selling, or distributing any drugs, alcohol, controlled substances, or other banned substances when they are on Palm Tran Connection or COUNTY property or performing Palm Tran Connection business. It is the responsibility of the CONTRACTOR to advise its employees of this requirement and to ensure that its employees meet this "fitness for duty" standard. Violators of this policy will not be allowed to remain on Palm Tran Connection or COUNTY property or to continue conducting business for or with Palm Tran Connection. CONTRACTOR will submit to Palm Tran Connection within thirty (30) days of a Drug and Alcohol violation, a written report documenting the actions taken with regard to any of its employees who violate this policy. The CONTRACTOR shall accept all liability arising from the violation of this policy by his/her employees.

The CONTRACTOR shall furnish labor that can work in harmony with all other elements of labor employed or to be employed at Palm Tran Connection. CONTRACTOR acknowledges and agrees that all persons employed by it to manage or work on the Palm Tran Connection or COUNTY premises shall be held accountable for their behavior under the Palm Tran Connection's Equal Employment Opportunity and Prevention of Harassment Policies and, further, that the CONTRACTOR at the request of Palm Tran Connection will remove from its work on the Contract herein, any employee who should violate these policies as aforesaid. The CONTRACTOR further covenants and agrees that, in the exercise of the rights and privileges granted, its employees or representatives shall not deface or damage the property of the COUNTY. The CONTRACTOR shall assume liability for actions on the part of its employees.

4.6.14 Personnel Records

The CONTRACTOR and independent contractors 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:

- 4.6.14.1 A copy of the signed, dated and completed employment application for each employees, enrollment forms for independent drivers, with the completed drug and alcohol questionnaire.
- 4.6.14.2 A copy of the employee's valid Florida driver's license, with the driver's permanent address.
- 4.6.14.3 A copy of the compliant MVR
- 4.6.14.4 Level 2 background screening run prior to the employee's hiring.
- 4.6.14.5 E-verify documentation.
- 4.6.14.6 Copies of all certificates for all training which the employee has successfully completed. This includes drug and alcohol training.
- 4.6.14.7 A copy of the employees' I-9 form.
- 4.6.14.8 A copy of the employees' INS card, (permanent resident card or employment authorization document), as applicable, and a copy of the applicant social security card.

- 4.6.14.9 A copy of the employee's physical examination form.
- 4.6.14.10 All required drug and alcohol screening results, up to and including a negative driver FTA drug test before being placed into service.
- 4.6.14.11 This 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 Palm Tran Connection's project. This must include any and all retraining classes the driver has been subject to.
- 4.6.14.12 The CONTRACTOR must provide to Palm Tran Connection mirror files of each employee performing duties under this contract. (This will include but is not limited to all updates including MVR's, driver's licenses, and physicals.)

4.7 VEHICLES AND VEHICLE MAINTENANCE

General Requirements

CONTRACTOR shall be responsible for the vehicle maintenance of all revenue vehicles assigned by Palm Tran Connection to the CONTRACTOR identified in Exhibit D. 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 of the Scope of Work/Services. The CONTRACTOR shall maintain all accessibility and onboard equipment, including wheelchair lifts, ramps, securement systems, vehicle 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 the same, shall immediately be removed from service until repaired and re-inspected by Palm Tran Connection prior to being returned to service.

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

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

The CONTRACTOR shall be required to clean vehicles in accordance with the requirements outlined in Section 4.6.5, below.

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 an adequate number of vehicles are ready and in safe working order to cover all scheduled runs assigned to the CONTRACTOR.

No ancillary equipment may be added to vehicles without the approval of Palm Tran Connection. Approval may be contingent upon Pam Tran Connection's access to any proposed equipment.

4.7.1 Vehicle Fleet

The COUNTY will purchase all vehicles for dedicated service use under this Contract. Maintenance vehicles are not supplied. Palm Tran will endeavor to replace cutaway type vehicles when they reach two hundred fifty thousand (250,000) miles and minivan type vehicles at two hundred thousand (200,000) miles. Vehicles may be required for revenue service beyond these thresholds. Palm Tran Connection will notify the CONTRACTOR of any vehicle(s) to be kept in service exceeding the mileage limits.

Due to supply chain issues with vehicle manufacturers, Palm Tran cannot specify a replacement schedule. Revenue service vehicles that exceed the mileage limits may be eligible for reimbursement for major component replacement.

Major repairs shall be defined as:

- a. Engine overhauls
- b. Transmission rebuilding
- c. Differential/rear axle rebuilding

4.7.2 Major Component Replacement Reimbursement

- a. In the event of major component failure, the CONTRACTOR must notify the COUNTY’s contract representative/liaison within 48 hours of the major component failure. Notification will include the date of the notice, the date of failure, the vehicle VIN, the vehicle number, the vehicle mileage, a description of the component failure, and the estimated repair cost.
- b. The COUNTY’s contract representative will review the cost estimate, approve the repair, deny the repair or seek additional information. This review will include a mechanical assessment of the vehicle.
- c. Upon approval, any major repair work must be completed no later than twenty (20) calendar days from the approval date. Vehicles shall be re- inspected before returning to service.
- d. The CONTRACTOR shall maintain vehicles so that no repair requires the vehicle to be out of service for an extended period. Liquidated damage will be assessed for each day the CONTRACTOR fails to return a vehicle to service after exceeding 20 days unless the CONTRACTOR can document long-term parts not delivered via parts order or other outside services that keep the vehicle from being returned to service.
- e. Once a vehicle gets a replacement of any of its major components, it will remain as part of the fleet and should be utilized for revenue service until the PTC estimates that the vehicle has reached its useful life.
- f. CONTRACTOR shall guarantee all components and parts installed by CONTRACTOR’s maintenance department or contracted repairs with the same warranty provided by manufacturers or certified re-builders in the area.

Each vehicle assigned to the CONTRACTOR will have a VEHICLE ASSIGNMENT ACCEPTANCE (Exhibit C) completed at the time the vehicle is transferred to the CONTRACTOR.

Vehicles may have the following equipment pre-installed:

- Q'Straint Mobility Device Securement system
- Hydraulic Wheelchair Lift
- A Multi - camera surveillance system
- Air filtration system
- Reverse camera and backing alert system
- Seating configurations to be determined
- "Mentor Ranger" in-vehicle MDT unit
- Fire Suppression System (Engine Compartment) - Fog Maker Fire Suppression
- Deceleration Light
- Paratransit Van UVPHI--Photo Hydro Ionization
- Custom Paint and Logo's

The COUNTY will utilize a Push-to-Talk (PTT) communication system through AT&T for all dispatch-to-driver communication functions. The COUNTY will provide service plans for all communications devices for routes/drivers and support staff. These plans will be limited to PTT functionality only. CONTRACTOR shall be required to purchase and maintain all and ancillary equipment. The phone device will be greater than or equivalent to the AT&T Sonim XP5800. Ancillary equipment may include, but is not limited to, chargers, earbuds, and holster/belt clip.

Lost PTT devices will be replaced at the CONTRACTOR's expense. PTC will only replace damaged and/or non-functioning PTT equipment. AT&T only sells devices to the end- user. The purchase of equipment would need to be through a third-party seller.

Maintenance vehicles will be supplied by the CONTRACTOR.

4.7.3 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 SSPP MUST be submitted within sixty (60) days of the Contract award.

The CONTRACTOR must also maintain a file for each vehicle in revenue service. This file must include the following information:

- 4.7.3.1 A copy of the vehicle's valid registration.
- 4.7.3.2 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.
- 4.7.3.3 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.

The 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.

4.7.4 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 Statutes and Company Policy are checked. This check must include, at a minimum: cycling of the wheelchair lift.

The CONTRACTOR shall ensure that drivers complete a pre-trip inspection before each run/shift and submit their findings to the 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.

Odometer readings from the driver’s daily circle check inspection form shall be entered into the CONTRACTOR’s Fleet Maintenance MIS.

4.7.5 Preventive Maintenance Policies and Procedures

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 and Push-to-Talk system.

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

The interval for any scheduled maintenance shall follow the manufacturer’s specifications, but shall in no case exceed a variance of plus or minus five hundred (500) miles.

4.7.6 Other Vehicle Equipment Maintenance Procedures Body Damage

The 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, any damage which prohibits the safe operation of the vehicle.

4.7.6.1.1 Inside Compartment

The CONTRACTOR must maintain all passenger 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.

4.7.6.1.2 Heating and Air-Conditioning

Heating and air-conditioning (A/C) systems must be maintained as required to ensure the passenger compartment remains comfortable under all climate conditions. A/C equipment shall be maintained in operating condition, regardless of climate conditions. Vehicles must NOT be operated without a fully functioning A/C system.

4.7.6.1.3 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, the CONTRACTOR must cycle the vehicle 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 is not limited to, the replacement of worn components, gear cleaning, and adjustments in alignment as necessary. Where a lift fails in service, that vehicle is immediately removed from service and replaced with a functioning vehicle.

4.7.6.1.4 On-Board Camera System Maintenance

Frequent maintenance of the onboard camera system is required, including verifying the cameras are recording properly, lenses are clean and all relevant information is correct.

4.7.6.1.5 Vehicle Cleaning

The CONTRACTOR shall ensure that the exterior of the vehicles are washed and the interiors cleaned and disinfected every other day. Vehicle exterior wash is to include the roof, tires and wheel wells. Interior and exterior graffiti is to be removed daily prior to the vehicle operating in revenue service. Vehicle floors shall be free of water, stains, paper, gum or other sticky substances or debris. Interior and exterior windows shall be free of dirt, dust smudges, hand or finger prints prior to service. Dashboards, wheel wells, handrails, securement straps, doors, walls, ceiling and ledges shall be kept clean and free of dirt and grease. Operator and passenger seating areas and upholstery shall be swept and vacuumed daily and cleaned and brushed with detergent and rinsed weekly. The CONTRACTOR will use only those cleaning supplies that are approved as safe by the manufacturer of the product they are cleaning. Palm Tran Connection reserves the right to remove any vehicle from service that does not meet with COUNTY cleanliness standards.

The CONTRACTOR will supply a daily and weekly cleaning checklist for approval.

The paratransit vehicles must be free of insects/rodents at all times. (As such the vehicles will be subject to interior insect fumigation on an as needed bases.)

UNDER NO CIRCUMSTANCES ARE THE VEHICLE EXTERIORS TO BE PRESSURE WASHED. ADDITIONALLY, AT NO TIME SHALL THE INTERIORS OF THE VEHICLES BE WASHED OUT USING A HOSE OR PRESSURE WASHER.

The use of scented cleaners and/or fragrances/perfumes is prohibited.

The CONTRACTOR shall ensure the health and safety of the drivers and riders by implementing disinfecting/cleaning practices for the paratransit vehicles that are consistent with the current guidelines set forth by the Centers of Disease Control and Prevention (CDC), and local, state, and federal mandates.

4.7.6.1.6 Physical Loss or Damage Including Total Losses

Within ten (10) days of a physical damage to a vehicle in CONTRACTOR’s care, CONTRACTOR shall have the vehicle repaired, or appraised by an independent appraiser. If through appraisal, the damages meet the threshold for a total loss, CONTRACTOR shall provide COUNTY with a copy of the appraisal and shall pay COUNTY the actual cash value (ACV) of the vehicle within ten (10) days of being declared a total loss subject to agreement of the value by COUNTY. Salvage shall be retained by CONTRACTOR; unless otherwise directed by COUNTY, and upon sale of the salvage, additional proceeds shall be paid to COUNTY. Time-frames may only be extended with the agreement of COUNTY. COUNTY reserves the right to have its own independent appraisal done.

4.7.7 Parts Inventory

CONTRACTOR shall purchase and maintain a parts inventory sufficient to support – and not delay – vehicle maintenance. Inventory levels shall be adjusted based on a usage analysis. CONTRACTORS must meet a minimum inventory level of two (2) weeks usage for all parts. Palm Tran Connection recommends that the parts room be made secure and that parts issued are properly tracked on work orders. The parts room must be locked when not attended by maintenance personnel or clerk.

Spare parts do not need to be OEM; aftermarket parts are acceptable.

4.7.8 Fueling

Vehicles are NOT to be fueled with customers on board.

A fuel/fluids report for each vehicle shall be maintained and reported monthly. This will include the date of the fueling, the vehicle number, gallons of fuel, the price per gallon, fuel type, mileage, and total cost.

4.7.9 Maintenance Reporting

The 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. The CONTRACTOR will submit weekly all the work orders associated with the preventive maintenance (PM) of any vehicle that had service completed. The CONTRACTOR should also maintain records of all repairs completed to any fleet vehicle and the documentation should be retained in the vehicle history file.

At a minimum, the CONTRACTOR will maintain and submit to PTC the following reports:

4.7.9.1 Daily Down Report: consists of the vehicle number, reason vehicle is out of service, date out service, number of days vehicle has been out of service and projected day the vehicle will be back in service.

The contractor will submit this report daily to Palm Tran Connection.

4.7.9.2 Monthly Preventive Maintenance Compliance Report: The report will include the date of the report, vehicle number, year, vehicle make/model, current mileage, PM mileage due, PM mileage performed, and PM type. The report will include, per vehicle, if the service was done early, on time, or late according to the inspection requirement of every 4,000 miles. Additionally, the total PMs’ performed in a month and percentages of early, on time, and late per the mileage requirements should be included.

The contractor will submit weekly the work orders associated with the preventive maintenance of any vehicle that had a PM completed. The Contractor will submit this report to PTC on the 8th of every month.

4.7.9.3 Monthly Road Call Report: The Road Call Report (RCR) will include the date of the road call, vehicle number, maintenance issue, and resolution.

The Contractor will submit this report to PTC on the 8th of every month.

4.7.9.4 Monthly Mileage Report: The monthly mileage report consists of the vehicle number, year, make, model, status (active/spare/other), useful life, and up-to- date vehicle miles.

The Contractor will submit this report to PTC on the 8th of every month.

4.7.9.5 Monthly Fuel Oil Consumption Report: The report will include the total monthly amount of fuel during revenue service. The report will include the totals by type of fuel.

The Contractor will submit this report to PTC on the 8th of every month.

4.7.10 Palm Tran Connection’s Vehicle/Maintenance Oversight and Monitoring

Palm Tran Connection’s Vehicle/Maintenance Oversight Program will consist of the following:

4.7.10.1 Weekly review of the Daily Down Report.

4.7.10.2 Monthly review of the Preventive Maintenance Compliance Report, Road Call Report, Customer Complaints due to Mechanical Failure, and Fuel/Oil consumption report.

4.7.10.3 Unannounced Random Vehicle Safety Inspections.

4.7.10.4 Unannounced Random Vehicle History File reviews.

- 4.7.10.5 Unannounced visits to the CONTRACTOR's operations facility to review hard copies of vehicle maintenance records, compliance with insurance regulations, parts inventory, and check for cleanliness and overall vehicle condition.

4.7.11 Vehicle Transition

From time to time during the Contract, Palm Tran Connection may elect to shift runs and vehicles among CONTRACTORS as outlined in Article 29 - Modifications of Work.

The process will be as follows:

- 4.7.11.1 Palm Tran Connection will give the CONTRACTORS involved a seven (7) day notice of the intention to shift vehicles.
- 4.7.11.2 Palm Tran Connection will decide which vehicles are to be shifted. Within seven (7) days of the transfer and no later than seven (7) days before the transfer, the CONTRACTOR who is receiving the additional vehicles will be given an opportunity to inspect the identified vehicles before they are transferred and indicate whether the vehicles have been properly maintained and repaired, normal wear and tear of the vehicle aside. If CONTRACTOR determines that work needs to be done to get these vehicles into a safe and operating condition, Palm Tran will review the assessment and estimated cost. Palm Tran may accept, adjust or reject the report. Any costs determined by Palm Tran to be needed to get the vehicle into a safe operating condition will be deducted from the invoice of the CONTRACTOR who had been maintaining these vehicles.
- 4.7.11.3 The above provision also includes all in-vehicle equipment to be in good working order.
- 4.7.11.4 The transfer of the vehicles will be the responsibility of the CONTRACTOR, accepting the vehicle to take place after the last run of the vehicle on the day before the vehicle is to be operated by the new CONTRACTOR. The vehicle will be available no later than 10:00 pm and thoroughly cleaned before the transfer takes place. CONTRACTOR accepting vehicle shall provide written acceptance stating the vehicle is in acceptable working condition.
- 4.7.11.5 At the end of the Contract, the same procedure will be followed.
- 4.7.11.6 Transfers of vehicles to Palm Tran at the end of their service run will follow the same procedure, except that the CONTRACTOR will remove all adhesives bearing Palm Tran or Palm Tran Connection logos or branding elements from the exterior and interior of the vehicles before the transfer occurs.

4.8 MAINTENANCE FACILITY

The CONTRACTOR's facility must be located within Palm Beach County and in the Core Service Area.

- North COUNTY CONTRACTOR - Run Package "A" will have an operational base in the northern part of the COUNTY (north of Southern Blvd to the northern Palm Beach County line). The North COUNTY CONTRACTOR will also have a remote facility located in the Glades region capable of parking thirty vehicles and handling all preventative and type "A" maintenance.
- South COUNTY CONTRACTOR – Run Package "B" will have an operational base in the southern part of the COUNTY (south of Southern Blvd to the southern Palm Beach County line).

The CONTRACTOR must utilize a facility or facilities, which meet(s) the following conditions:

- a. The CONTRACTOR's facilities must be suitable for conducting **all** functions to be performed in conjunction with the Contract.
- b. The CONTRACTOR's facilities must be fully accessible to persons with disabilities.
- c. The CONTRACTOR's facilities must have lighted, ample secured parking for both service vehicles and employees' vehicles (no co-mingling of parking).
- d. The CONTRACTOR's facilities must be able to accommodate program growth and/or vehicle reassignment of up to seventy (70) vehicles.
- e. The CONTRACTOR's facilities must have adequate maintenance area to allow for the expeditious cleaning, maintenance and repair of all vehicles.
- f. If the CONTRACTOR intends on provided in-house bodywork, then the maintenance facility must have adequate space to accommodate. Otherwise, provide a description as to how bodywork will be completed.
- g. The CONTRACTOR's facilities must be dedicated to and for the sole use of supporting Palm Tran Connection services. No ancillary use is allowed.
- h. The facility may be leased or owned by the CONTRACTOR.
- i. The CONTRACTOR's facilities each must have a secure parking area dedicated to storage of Palm Tran vehicles with lighting, video surveillance and gates. The dedicated parking area must be of sufficient size to store at least 1.50 times the existing fleet.
- j. The CONTRACTOR's facilities each must have a dedicated parking area for staff and employee parking, with a minimum of one (1) parking space for each contractor staff member and employee assigned to the facility.
- k. The CONTRACTOR's facilities have separate parking areas for Palm Tran vehicles and employee vehicles.
- l. The CONTRACTOR's facility must be equipped with an automated bus wash or designated wash area of sufficient size and environmental protection to provide exterior cleaning for the largest type of Palm Tran vehicles currently assigned.

- m. The facility must have adequate indoor cell phone reception to allow use of cell phones throughout the facility.
- n. The facility must have an electric generator(s) available and capable of generating adequate power to maintain all operations in the event of power loss.

4.9 COMPUTER, HARDWARE, AND SOFTWARE

Palm Tran Connection uses the Trapeze Paratransit Management Software for all functions required to support service.

- a. The CONTRACTOR shall supply an adequate number of personal computers and printers for use at their base of operations to meet the obligations of the Contract.
- b. The CONTRACTOR must provide a high-speed internet connection (minimum 150 Mbps) for access to the COUNTY's Enterprise Network.
- c. The CONTRACTOR must supply all business software and antivirus protection for their computer equipment.
- d. Palm Tran Connection will be responsible for providing the software necessary for the CONTRACTOR to access the Trapeze Paratransit Management Software remotely.
- e. Palm Tran Connection will provide technical assistance in accessing the Trapeze Paratransit Management Software.

4.10 REQUIRED REPORTING

The 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:

- a. National Transit Database (NTD) report: A template will be provided. The completed report is due by the 15th of each month for the prior month's data.
- b. Transportation Disadvantaged Annual Operating Report (TDAOR): A template will be provided. The completed report will be due by the 15th of each month for the prior month's data.
- c. Mileage Report - Monthly revenue miles, revenue hours, total revenue miles and hours.
- d. Vehicle Maintenance Documentation - CONTRACTOR is to send all vehicle maintenance records to Palm Tran Connection.

- e. A report of all Disadvantaged Business Enterprise (DBE) 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 DBE: date of payment and amount of payment. The report must also show the cumulative payments to DBE contractors and the weekly and cumulative percentages of participation. This information will be required in order to process invoices.
- f. Monthly fuel consumption report to include both propane and unleaded gasoline.
- g. A Safety Sensitive List of all current drivers, dispatchers and road supervisors shall be reported to Palm Tran Connection on Friday for each and every week. Each roster shall indicate the driver's name, driver's license number and expiration date, date of hire, Level Two expiration date, last drug & alcohol test date, and Motor Vehicle Record (MVR) review date. New employees shall be highlighted. Requirements may be adjusted as needed.
- h. Insurance certificates must be on file no less than ten (10) business days prior to the expiration of the current policy with the approved endorsements.
- i. The assistance may include, but not be limited to, providing records, receipts, reports, etc., answering questions from Palm Tran Connection's staff, completing report forms, etc.
- j. Annual Report – Annually, Connection will complete a full audit of the CONTRACTOR's performance under the terms of this contract. CONTRACTOR will have 30 days to provide for corrective actions of any deficiencies.
- k. Safety Meeting Agendas and minutes will be submitted when scheduled.
- l. Weekly Operational Summary, including, but not limited to, total staffing by function, staff shortages, and vehicle availability.

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 during the term of the Contract and within Palm Beach County for five (5) years thereafter, unless otherwise provided herein.

4.11 ADDITIONAL REQUIREMENT(S) OF FLORIDA COMMISSION FOR THE TRANSPORTATION DISADVANTAGED GRANTEES

When a CONTRACTOR receives from a state agency any payment for contractual services, commodities, supplies, or construction contracts, except those construction contracts subject to the provisions of chapter 339, CONTRACTOR shall pay such moneys received to each subcontractor and supplier in proportion to the percentage of work completed by each subcontractor and supplier at the time of receipt of the payment. If the CONTRACTOR receives less than full payment, then the CONTRACTOR shall be required to disburse only the funds received on a pro-rata basis with the CONTRACTOR, subcontractors, and suppliers, each receiving a prorated portion based on the amount due on the payment. If the CONTRACTOR without reasonable cause fails to make payments required by this section to subcontractors and suppliers within seven (7) working days after the receipt by the CONTRACTOR of full or partial payment, the CONTRACTOR shall pay the subcontractors and suppliers a penalty in the amount of one-half of one percent of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not

exceed 15 percent of the outstanding balance due. In addition to other fines or penalties, a person found not in compliance with any provision of this subsection may be ordered by the court to make restitution for attorney's fees and all related costs to the aggrieved party or the Department of Legal Affairs when it provides legal assistance pursuant to this section. The Department of Legal Affairs may provide legal assistance to subcontractors or CONTRACTORS in proceedings brought against CONTRACTORS under the provisions of this section.

4.12 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:

- a. 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. Typically, this will involve one (1) to five (5) meetings per month.

- b. Distribute notices, flyers, brochures, surveys, and other authorized documents to customers onboard Palm Tran Connection vehicles.

- c. Attend public meetings as required by Palm Tran Connection. These include, but are not limited to, Palm Tran Service Board, Palm Tran Service Board Paratransit Subcommittee, and the Palm Beach County Transportation Disadvantaged Local Coordinating Board.

- d. During disasters and public evacuation, the CONTRACTOR shall make available all requested resources to respond to a public evacuation.

- e. Operate additional 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.

- f. Maintain required FEMA certifications and training as required by Palm Tran.

The CONTRACTOR, at its own expense, is required to return any personal belongings left on vehicles, within three (3) business days, to the customers who left them. The CONTRACTOR may deliver the item, mail the item, or the customer may pick-up their own belongings if they desire.

Lost items should be kept by the CONTRACTOR for a minimum of thirty (30) days (Palm Tran Standard) in the event the owner does not immediately identify the items as missing, and all efforts have been made to identify the owner. The CONTRACTOR may dispose of any lost items not claimed after thirty (30) days.

4.13 PUBLICITY, PUBLIC COMMUNICATIONS, AND COMMUNITY OUTREACH

The CONTRACTOR shall not engage in any publicity regarding Palm Tran Connection without the 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. Failure to comply shall result in removal from the project of the individual(s) failing to follow this procedure.

The 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 the 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.

The CONTRACTOR is prohibited from conducting eligibility outreach or marketing of Palm Tran Connection service except as specifically authorized by Palm Tran Connection.

4.14 SPECIAL EVENTS

The CONTRACTOR may be requested, at the sole discretion of Palm Tran, to provide Special Events or Special services. These services are in addition to the normal daily operations and may consist of mobility on demand, shuttle services, or transporting riders from large events to various destinations. Services provided for special events will be reimbursed under the contracted rates for RVH service or non-dedicated service rates.

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**EXHIBIT B
PRICE PAGES**

Dedicated Service	
Start-up Costs	\$0.00
Fixed Costs	\$2,562,676
Dedicated Variable Costs	\$15,907,080
Fuel Costs	\$2,626,069
Non-Dedicated Service	\$6,004,175
Not to Exceed Amount	\$27,100,000
Variable AVH Rate	\$45.71
Estimated Hours	348,000
Non-Dedicated Service – Standard Service	
Fixed Cost Per Trip	\$10.00
Loading Fee	\$6.00
Cost per Mile	\$1.45/per mile of travel
Cost per Minute	\$0.45/per minute of travel
Minimum Fare	\$12.00
Trip No-Show	\$12.00
Tolls and Fees	Pass Through
Non-Dedicated Service – Opt In Service	
Base Fare	\$1.04
Service Fee	\$3.55
Cost per Mile	\$0.90/per mile of travel
Cost per Minute	\$0.19/per minute of travel
Minimum Fare	\$3.62
Trip No-Show	\$10.00
Tolls and Fees	Pass Through

APPENDIX A
PRICE PROPOSAL PAGES
January 1 to December 31, 2023 Extension

Cost Summary*		
*Based on 29,000 Billable Hours Per Month		
	Proposal Package:	Package B
	January 1 to December 31, 2023	Contract Total
Mobilization Costs	\$ -	\$ -
		\$ -
Fixed Costs	\$ 2,562,675.85	\$ 2,562,675.85
		\$ -
Dedicated Variable Costs	\$ 15,907,080.00	\$ 15,907,080.00
		\$ -
Non-Dedicated Variable Costs	\$ -	\$ -
		\$ -
Fuel Costs	\$ -	\$ -
		\$ -
Annual Costs	\$ 18,469,755.85	\$ 18,469,755.85
Bi-Weekly Progress Payment (2.08%)	\$ -	
Variable Cost per Revenue-Hour (Dedicated) - 29,000 Hours/Month	\$ 45.71	\$ 45.71
Variable Cost per Trip (Non-Dedicated)		
Dedicated Cost Per Trip		

* This sheet is provided as a Summary only.

APPENDIX A - PRICE PROPOSAL PAGES
January 1 to December 31, 2023 Extension

Fixed Cost Annual Expense - Based on 29,000 Billable Hours Per Month
Form B - 1

List all costs that will be incurred operating the service in accordance with the contract.

Proposal Package:		Package B	
		January 1 to December 31, 2023	Contract Total
FIXED COSTS			
Administrative			
1	Admin. Personnel Salaries/Wages	\$ 730,544.87	\$ 730,544.87
2	Admin. Personnel Fringe Benefits	\$ 166,175.14	\$ 166,175.14
3	Road Supervision/Dispatch Personnel Wages	\$ -	\$ -
4	Fringe Benefits, If Any	\$ -	\$ -
5	Road Supervisor/Dispatch Recruitment/Training	\$ -	\$ -
6	Management Support	\$ 758,953.56	\$ 758,953.56
7	General Liability Insurance	\$ 62,726.12	\$ 62,726.12
8	General Supplies	\$ 11,000.00	\$ 11,000.00
9	Mail/Courier	\$ 2,500.00	\$ 2,500.00
10	Copier Lease	\$ 2,000.00	\$ 2,000.00
11	Travel/Workshops/Training	\$ 42,000.00	\$ 42,000.00
12	Non-Vehicle Financing Costs	\$ -	\$ -
13	Other (DBE Dispatchers)	\$ -	\$ -
14	Other (Business Taxes)	\$ 8,200.00	\$ 8,200.00
15	Other (Printing)	\$ 16,500.00	\$ 16,500.00
16	Other (Performance Bond)	\$ 22,000.00	\$ 22,000.00
17	Other (describe:)		\$ -
18	Other (describe:)		\$ -
19	Sub-Total Administrative Costs	\$ 1,822,599.59	\$ 1,822,599.59
20	Management Fee	\$ 142,084.81	\$ 142,084.81
Facility			
21	Rent, Lease, Own	\$ 274,185.54	\$ 274,185.54
22	Utilities	\$ 26,500.00	\$ 26,500.00
23	Janitorial Services/Supplies	\$ 13,147.68	\$ 13,147.68
24	Facility Insurance	\$ 15,681.53	\$ 15,681.53
25	Other (Telephone Expenses)	\$ 11,896.00	\$ 11,896.00
26	Other (Security)	\$ 6,900.00	\$ 6,900.00
27	Other Building Maintenance	\$ 50,000.00	\$ 50,000.00
28	Other (Strata Environmental)	\$ 6,203.74	\$ 6,203.74
29	Other (Payroll Processing)	\$ 11,434.46	\$ 11,434.46
30	Other (Facility Start Up/Move)	\$ -	\$ -
Equipment			
31	Phone/Fax System/Hardware		\$ -
32	Computer Hardware		\$ -
33	Computer Hardware Maintenance	\$ 6,149.40	\$ 6,149.40
34	Furnishings	\$ -	\$ -
35	Large Maintenance Equipment (> \$1,000)	\$ 35,000.00	\$ 35,000.00
36	Other (Internet Connectivity)	\$ 4,700.00	\$ 4,700.00
37	Other (Data Processing Charges)	\$ 11,000.00	\$ 11,000.00
38	Other (DriveCam/GeoTab)	\$ 125,193.00	\$ 125,193.00
39	Other (Leasehold Improvements)	\$ -	\$ -
40	Other (Fuel Tank Installed)	\$ -	\$ -
41	Other (describe:)	\$ -	\$ -
42	Sub-Total Facility and Equipment Costs	\$ 597,991.35	\$ 597,991.35
43	Total Fixed Costs (Rows 19+20+42)	\$ 2,562,675.85	\$ 2,562,675.85

APPENDIX A
PRICE PROPOSAL PAGES
January 1 to December 31, 2023 Extension

Dedicated Variable Annual Expense - Based on 29,000 Billable Hours Per Month
Form B - 2

Proposal Package: Package B

	January 1 to December 31, 2023	Total
VARIABLE COSTS		
Revenue Vehicle Operations		
1 Driver Wages	\$ 6,257,670.56	\$ 6,257,670.56
2 Driver Fringe Benefits, If Any	\$ 1,733,995.06	\$ 1,733,995.06
3 Driver Recruitment and Training	\$ 694,083.54	\$ 694,083.54
4 Vehicle Insurance	\$ 1,452,501.66	\$ 1,452,501.66
5 Other (DBE Subcontractor)	\$ 1,997,852.37	\$ 1,997,852.37
6 Other (Employee Welfare)	\$ 22,380.00	\$ 22,380.00
7 Other (Tolls)	\$ 1,650.00	\$ 1,650.00
8 Other (describe:)	\$ -	\$ -
9 Other (describe:)	\$ -	\$ -
Revenue Vehicle Maintenance		
10 Maintenance Personnel Wages	\$ 815,666.89	\$ 815,666.89
11 Any Other Fringe Benefits	\$ 173,370.16	\$ 173,370.16
12 Maintenance Staff Recruitment/Training	\$ -	\$ -
13 Maintenance Supplies/Tires	\$ 668,123.05	\$ 668,123.05
14 Other (DBE Bus Washing)	\$ 521,950.00	\$ 521,950.00
15 Other (describe:)	\$ -	\$ -
16 Other (describe:)	\$ -	\$ -
17 Other (describe:)	\$ -	\$ -
Non-Revenue Vehicles		
18 Road Supervision Personnel Wages	\$ 681,772.81	\$ 681,772.81
19 Fringe Benefits, If Any	\$ 163,073.52	\$ 163,073.52
20 Road Supervisor Recruitment/Training	\$ -	\$ -
21 Non-Revenue Vehicle Lease/Purchase	\$ -	\$ -
22 Non-Revenue Vehicle Insurance	\$ 41,743.63	\$ 41,743.63
23 Non-Revenue Vehicle Fuel & Maintenance	\$ 24,377.99	\$ 24,377.99
24 Towing	\$ -	\$ -
25 Other (describe:)	\$ -	\$ -
26 Other (describe:)	\$ -	\$ -
27 Other (describe:)	\$ -	\$ -
28 Other (describe:)	\$ -	\$ -
29 Other (describe:)	\$ -	\$ -
30 Sub-Total Variable Costs (1-29)	\$ 15,250,211.25	\$ 15,250,211.25
31 Management Fee	\$ 656,868.75	\$ 656,868.75
32 Total Variable Costs (30+31)	\$ 15,907,080.00	\$ 15,907,080.00

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 as "the CONTRACTOR"). CONTRACTOR acknowledges that consideration was provided in said CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE B.
2. TERM. The term for vehicle assignment begins on January 1, 2023, and ends on December 31, 2023.
3. USAGE. vehicles are assigned by the COUNTY to the CONTRACTOR solely for the provision of transportation services in accordance with the CONTRACT FOR PALM TRAN PARATRANSIT SERVICES - RUN PACKAGE B, 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 "D".
5. REGISTRATION AND TAXES. The COUNTY is responsible for all costs to register, title and license each vehicle described in Exhibit D. 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 D must include this Assignment in its entirety.
8. ACCEPTANCE. Upon delivery of the vehicles as described in Exhibit D, 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, safety,

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 "D" to the CONTRACTOR. The parties shall jointly execute a "Vehicle Acceptance Document" (included as Exhibit "B") 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 #: _____ 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: _____

Vendor 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

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

Vehicle Interior

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

ADA

<input type="checkbox"/> Brake Interlock System	<input type="checkbox"/> Lift Operation	<input type="checkbox"/> Condition of 3 Point Restraints	<input type="checkbox"/> Lift Manual Pump Handle
<input type="checkbox"/> Lift Roll Stop	<input type="checkbox"/> Condition of W/C 4 Point Tie Downs	<input type="checkbox"/> # of 3 Point Restraints	<input type="checkbox"/> Slip Resistant Steps/Ramp
<input type="checkbox"/> Lift Ramp	<input type="checkbox"/> # of 4 Point W/C Tie Downs	<input type="checkbox"/> # of Blue Loops	<input type="checkbox"/> 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: _____

Revised: 8/22/16

EXHIBIT D
ASSIGNED VEHICLES

B	2015	2020	Toyota	Sienna	5TDZZ3DC6LS039180	Gasoline	4&0	TG8648	10214268	55399
B	2016	2020	Toyota	Sienna	5TDZZ3DC5LS041762	Gasoline	4&0	TH0465	10214322	91037
B	2017	2020	Toyota	Sienna	5TDZZ3DC0LS042303	Gasoline	4&0	TH0466	10214323	88557
B	2018	2020	Toyota	Sienna	5TDZZ3DC4LS041073	Gasoline	4&0	TH0467	10214324	66106
B	2019	2020	Toyota	Sienna	5TDZZ3DCXLS040879	Gasoline	4&0	TH0468	10214325	65624
B	2020	2020	Toyota	Sienna	5TDZZ3DC6LS040085	Gasoline	4&0	TH0469	10214326	51121
B	2021	2020	Toyota	Sienna	5TDZZ3DC1LS040592	Gasoline	4&0	TG8658	10214356	50799
B	2022	2020	Toyota	Sienna	5TDZZ3DC6LS040264	Gasoline	4&0	TG8657	10214357	70779
B	2023	2020	Toyota	Sienna	5TDZZ3DC4LS040196	Gasoline	4&0	TG8656	10214358	74946
B	2024	2020	Toyota	Sienna	5TDZZ3DC0LS041054	Gasoline	4&0	TG8655	10214359	57013
B	2025	2020	Toyota	Sienna	5TDZZ3DC4LS040599	Gasoline	4&0	TG8654	10214360	64595
B	2026	2020	Toyota	Sienna	5TDZZ3DC3LS040299	Gasoline	4&0	TG8653	10214361	65027
B	2027	2020	Toyota	Sienna	5TDZZ3DC5LS040496	Gasoline	4&0	TG8652	10214362	56459
B	2028	2020	Toyota	Sienna	5TDZZ3DCXLS039246	Gasoline	4&0	TG8663	10214424	55807
B	2029	2020	Toyota	Sienna	5TDZZ3DC9LS041215	Gasoline	4&0	TG8664	10214425	52816
B	2070	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG7LKA77345	Gasoline	6&2	T16109	10220967	114801
B	2071	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG9LKA77346	Gasoline	6&2	T17356	10222053	81351
B	2072	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG4LKA64293	Gasoline	6&2	T14130	10221402	98549
B	2073	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG6LKA64294	Gasoline	6&2	T17658	10222133	82331
B	2074	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG8LKA64295	Gasoline	6&2	T14141	10220968	98195
B	2075	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG3LKA64296	Gasoline	6&2	T14139	10221408	96638
B	2076	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG1LKA64297	Gasoline	6&2	T14134	10221409	100946
B	2077	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG5LKA77344	Gasoline	6&2	T14129	10221403	103868
B	2078	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG1LKA77342	Gasoline	6&2	T17355	10222054	94166
B	2079	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG3LKA77343	Gasoline	6&2	T14127	10221411	95578
B	2080	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG8LKA77340	Gasoline	6&2	T14137	10221404	104062
B	2081	2020	FORD	COLLINS T24WRH-F310G	1FDE56PGXLLKA77341	Gasoline	6&2	T16114	10220969	96102
B	2082	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG0LKA77347	Gasoline	6&2	T14132	10220989	98608
B	2083	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG2LKA77348	Gasoline	6&2	T17357	10222047	88949
B	2084	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG2LKA85482	Gasoline	6&2	T17350	10222004	105026
B	2085	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG4LKA85483	Gasoline	6&2	T16115	10220970	93945
B	2086	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG6LKA85484	Gasoline	6&2	T14133	10221405	85019
B	2087	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG8LKA85485	Gasoline	6&2	T14140	10220971	91333
B	2088	2020	FORD	COLLINS T24WRH-F310G	1FDE56PGXLLKA85486	Gasoline	6&2	T17349	10222005	89688
B	2089	2020	FORD	COLLINS T24WRH-F310G	1FDE56PG1LKA85487	Gasoline	6&2	T17353	10222002	71859
B	4814	2014	Dodge	Braun	2C7WDGBG1ER476548	Gasoline	3&1	TD0086	10197787	273405
B	4815	2014	Dodge	Braun	2C7WDGBG3ER476549	Gasoline	3&1	TD0062	10197727	264752
B	4818	2014	Dodge	Braun	2C7WDGBG3ER476552	Gasoline	3&1	TD0063	10197729	225537
B	4819	2014	Dodge	Braun	2C7WDGBG5ER476553	Gasoline	3&1	TD0088	10197789	239526
B	4831	2014	Dodge	Braun	2C7WDGBG3ER476565	Gasoline	3&1	TD0099	10197800	232875
B	4832	2014	Dodge	Braun	2C7WDGBG3ER476566	Gasoline	3&1	TD0080	10197801	257934
B	4833	2014	Dodge	Braun	2C7WDGBG5ER476567	Gasoline	3&1	TD0079	10197802	269870
B	4834	2014	Dodge	Braun	2C7WDGBG7ER476568	Gasoline	3&1	TD0081	10197803	227128
B	4836	2014	Dodge	Braun	2C7WDGBG5ER476570	Gasoline	3&1	TC9985	10197805	247479
B	4837	2014	Dodge	Braun	2C7WDGBG7ER476571	Gasoline	3&1	TD0098	10197806	253889
B	4838	2014	Dodge	Braun	2C7WDGBG9ER476572	Gasoline	3&1	TD8705	10197807	256166
B	4839	2014	Dodge	Braun	2C7WDGBG0ER476573	Gasoline	3&1	TD8707	10197808	261339
B	9004	2018	RAM	PROMASTER WAGON	ZFBERFAB8J6L10137	Gasoline	3&0	TF8212	10209757	63361
B	9005	2018	RAM	PROMASTER WAGON	ZFBERFAB0J6L08964	Gasoline	3&0	TF8211	10209758	32475
B	9701	2018	FORD	TURTLE TOP	1FDFE4F82JDC41883	Gasoline	8&3	TG3924	10207729	173758
B	9740	2019	FORD	TURTLE TOP	1FDFE4F85KDC27929	Gasoline	10&2	TH2659	10215317	96157
B	9925	2019	FORD	COLLINS T24WRH-F310G	1FDE58PM3KKB40795	Gasoline	6&2	TH6242	10215311	104452
B	9926	2019	FORD	COLLINS T24WRH-F310G	1FDE58PM5KKB40796	Gasoline	6&2	TH6240	10215312	84339
B	9927	2019	FORD	COLLINS T24WRH-F310G	1FDE58PM9KKB40798	Gasoline	6&2	TH6244	10215323	85028

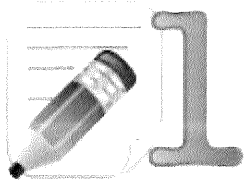
B	9929	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM7KK840797	Gasoline	682	TH6247	102 153 14	93 963
B	9930	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM5KK840801	Gasoline	682	TH6225	102 153 15	93 633
B	9931	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM7KK840802	Gasoline	682	TH6228	102 153 16	96 050
B	9932	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM7KK857728	Gasoline	682	TH6245	102 15324	66 530
B	9933	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM9KK857729	Gasoline	682	TH6246	102 15325	95 299
B	9934	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM5KK857730	Gasoline	682	TH6250	102 153 18	106 681
B	9935	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM7KK857731	Gasoline	682	TH6251	102 153 19	89 198
B	9936	2019	FORD	COLLINS T24WRH-F310G	1FDE98PM9KK857732	Gasoline	682	TH6249	102 15320	99 527
B	20101	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG6LK8624 97	Gasoline	682	TJ1243	102 22304	83 185
B	20102	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG8LK8624 98	Gasoline	682	TJ0626	102 22305	68 311
B	20103	2020	FORD	COLLINS T24WRH-F310G	1FDE96PGXLB62499	Gasoline	682	TJ1245	102 22306	85 302
B	20104	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG2LK862500	Gasoline	682	TJ0627	102 22307	103 246
B	20105	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG4LK862501	Gasoline	682	TJ0624	102 22308	85 671
B	20106	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG6LK862502	Gasoline	682	TJ1240	102 22309	86 559
B	20107	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG8LK862503	Gasoline	682	TJ1239	102 22310	80 145
B	20108	2020	FORD	COLLINS T24WRH-F310G	1FDE96PGXLB62504	Gasoline	682	TJ0625	102 22311	84 677
B	20109	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG1LK862505	Gasoline	682	TJ1251	102 22315	84 401
B	20110	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG3LK862506	Gasoline	682	TJ1244	102 22312	89 250
B	20111	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG5LK862507	Gasoline	682	TJ1255	102 22316	58 517
B	20112	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG7LK862508	Gasoline	682	TJ1324	102 22384	78 472
B	20113	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG9LK862509	Gasoline	682	TJ1259	102 22352	77 691
B	20114	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG5LK862510	Gasoline	682	TJ1256	102 22353	72 685
B	20115	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG7LK862511	Gasoline	682	TJ1248	102 22317	97 318
B	20116	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG9LK862512	Gasoline	682	TJ1331	102 22385	66 406
B	20117	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG0LK862513	Gasoline	682	TJ1242	102 22318	62 009
B	20118	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG2LK862514	Gasoline	682	TJ2679	102 22574	62 249
B	20119	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG4LK862515	Gasoline	682	TJ1246	102 22319	70 363
B	20120	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG6LK862516	Gasoline	682	TJ2572	102 22437	80 909
B	20121	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG8LK862517	Gasoline	682	TJ9600	102 22422	73 730
B	20122	2020	FORD	COLLINS T24WRH-F310G	1FDE96PGXLB62518	Gasoline	682	TJ1257	102 22343	64 840
B	20123	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG1LK862519	Gasoline	682	TJ1247	102 22320	75 891
B	20124	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG8LK862520	Gasoline	682	TJ1249	102 22321	79 155
B	20125	2020	FORD	COLLINS T24WRH-F310G	1FDE96PGXLB62521	Gasoline	682	TJ2658	102 22463	69 977
B	20126	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG1LK862522	Gasoline	682	TJ1254	102 22344	63 215
B	20127	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG7LK862515	Gasoline	682	TJ1252	102 22345	66 912
B	20128	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG3LK862523	Gasoline	682	TJ1253	102 22346	110 647
B	20129	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG5LK862524	Gasoline	682	TJ1330	102 22371	77 183
B	20130	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG9LK862516	Gasoline	682	TJ2570	102 22438	64 311
B	20131	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG0LK862517	Gasoline	682	TJ9603	102 22421	65 833
B	20130	2020	FORD	COLLINS T24WRH-F310G	1FDE96PGXLB62518	Gasoline	682	TJ2655	102 22440	83 131
B	20151	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG8LK860483	Gasoline	682	TJ2690	102 22606	80 121
B	20152	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG6LK860482	Gasoline	682	TJ2656	102 22465	80 549
B	20153	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG4LK860481	Gasoline	682	TJ2666	102 22489	74 934
B	20154	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG2LK860480	Gasoline	682	TJ2664	102 22490	75 472
B	20155	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG6LK860479	Gasoline	682	TJ2667	102 22493	81 447
B	20156	2020	FORD	COLLINS T24WRH-F310G	1FDE96PG4LK860478	Gasoline	682	TJ2665	102 22491	71 682
B	21200	2021	FORD	TURTLE TOP	1FDFE4FN9MDC29051	Gasoline	1082	TJ8404	102 22195	71 357
B	21201	2021	FORD	TURTLE TOP	1FDFE4FN2MDC29053	Gasoline	1082	TJ8427	102 22357	75 531
B	21202	2021	FORD	TURTLE TOP	1FDFE4FN0MDC29052	Gasoline	1082	TJ8428	102 22348	69 917
B	21203	2021	FORD	TURTLE TOP	1FDFE4FN5MDC30746	Gasoline	1082	TJ8405	102 22313	89 998
B	21204	2021	FORD	TURTLE TOP	1FDFE4FN3MDC30745	Gasoline	1082	TJ8424	102 22358	77 213
B	21205	2021	FORD	TURTLE TOP	1FDFE4FN9MDC29053	Gasoline	1082	TJ8425	102 22359	74 011
B	21206	2021	FORD	TURTLE TOP	1FDFE4FN1MDC30744	Gasoline	1082	TJ8426	102 22360	79 176
B	21207-P	2021	FORD	TURTLE TOP	1FDFE4FN2MDC40845	Propane	1082	TJ2383	102 22658	58 720

B	21208-P	2021	FORD	TURTLE TOP	1FDDE4FN4MDC40846	Propane	1082	TI2379	10222626	49299
B	21209-P	2021	FORD	TURTLE TOP	1FDDE4FN8MDC40847	Propane	1082	TH6417	10222607	21006
B	21210-P	2021	FORD	TURTLE TOP	1FDDE4FN8MDC40848	Propane	1082	TH6413	10222659	47023
B	21211-P	2021	FORD	TURTLE TOP	1FDDE4FNXMDC40849	Propane	1082	TI2384	10222726	53837
B	21212-P	2021	FORD	TURTLE TOP	1FDDE4FN6MDC40850	Propane	1082	TI2388	10222690	54070
B	21213-P	2021	FORD	TURTLE TOP	1FDDE4FN8MDC40851	Propane	1082	TI2390	10222660	56718
B	21214-P	2021	FORD	TURTLE TOP	1FDDE4FNXMDC40852	Propane	1082	TH6418	10222616	20499
B	21215-P	2021	FORD	TURTLE TOP	1FDDE4FN1MDC40853	Propane	1082	TH6416	10222608	53153
B	4514-P	2014	Ford E450	Champion	1FDDE4FS9EDB17176	Propane	883	TF9499	10197695	319939
B	4515-P	2014	Ford E450	Champion	1FDDE4FS9EDB17177	Propane	883	TD9500	10197602	295128
B	4516-P	2014	Ford E450	Champion	1FDDE4FS0EDB17178	Propane	883	TD9501	10197603	277961
B	4602-P	2014	Ford E450	Champion	1FDDE4FSXEDB17155	Propane	1282	TD9503	10197689	272909
B	4606-P	2014	Ford E450	Champion	1FDDE4FS7EDB17159	Propane	1282	TB8030	10197595	254840
B	21234-P	2021	FORD	TURTLE TOP	1FDDE4FN2MDC20482	Propane	1082	TJ6332	10223491	25903
B	21235-P	2021	FORD	TURTLE TOP	1FDDE4FN9MDC20494	Propane	1082	TJ6799	10223578	14685
B	21236-P	2021	FORD	TURTLE TOP	1FDDE4FN0MDC20495	Propane	1082	TI8879	10223400	25053
B	21237-P	2021	FORD	TURTLE TOP	1FDDE4FN9MDC20480	Propane	1082	TJ6800	10223579	13210
B	22320	2022	FORD	TURTLE TOP	1FDDE4FN8NDC43072	Gesoline	682	TJ6924	10223744	14099
B	22321	2022	FORD	TURTLE TOP	1FDDE4FN5NDC43093	Gesoline	682	TJ6923	10223745	14696
B	22322	2022	FORD	TURTLE TOP	1FDDE4FN3NDC43075	Gesoline	682	TJ6922	10223746	11609
B	22323	2022	FORD	TURTLE TOP	1FDDE4FN0NDC43079	Gesoline	682	TJ8783	10223938	9488
B	22324	2022	FORD	TURTLE TOP	1FDDE4FN7NDC43080	Gesoline	682	TJ6930	10223861	13607
B	22325	2022	FORD	TURTLE TOP	1FDDE4FN9NDC43081	Gesoline	682	TJ6927	10223784	16812
B	22326	2022	FORD	TURTLE TOP	1FDDE4FN0NDC43082	Gesoline	682	TJ6926	10223785	16006
B	22327	2022	FORD	TURTLE TOP	1FDDE4FN2NDC43083	Gesoline	682	TJ6925	10223786	6611
B	22328	2022	FORD	TURTLE TOP	1FDDE4FN5NDC43076	Gesoline	682	TJ6929	10223864	12328
B	22329	2022	FORD	TURTLE TOP	1FDDE4FN3NDC43089	Gesoline	682	TJ8325	10223946	7828
B	22330	2022	FORD	TURTLE TOP	1FDDE4FN1NDC43091	Gesoline	682	TJ8782	10223939	2887
B	22331	2022	FORD	TURTLE TOP	1FDDE4FN3NDC43092	Gesoline	682	TJ7535	10224029	2591
B	22332	2022	FORD	TURTLE TOP	1FDDE4FN7NDC43094	Gesoline	682	TJ8777	10223919	8405
B	22333	2022	FORD	TURTLE TOP	1FDDE4FN0NDC43096	Gesoline	682	TJ6931	10223862	12441
B	22334	2022	FORD	TURTLE TOP	1FDDE4FN9NDC43078	Gesoline	682	TJ6928	10223863	6929
B	22335	2022	FORD	TURTLE TOP	1FDDE4FN4NDC43084	Gesoline	682	TJ8778	10223920	9248
B	22336	2022	FORD	TURTLE TOP	1FDDE4FN1NDC43074	Gesoline	682	TJ8774	10223911	9734
B	22337	2022	FORD	TURTLE TOP	1FDDE4FN1NDC43088	Gesoline	682	TJ8326	10223947	8506

EXHIBIT E
LEVEL TWO BACKGROUND SCREENING

Background Screening

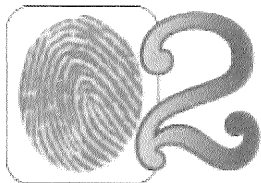
How to Complete the Background Screening Process in Five Easy Steps



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

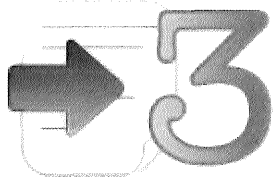
Applicants: You will receive the forms from your potential employer or the agency requesting the screening. You must complete the requested applicant information contained in the Appointment Form, including your date of birth and the last 4 digits of your Social Security Number. You must also sign the 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."

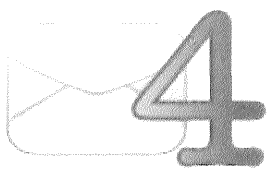


Take the form to a LiveScan fingerprinting vendor and complete the fingerprinting process. [Click here](#) for a list of LiveScan vendors serving Florida.

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

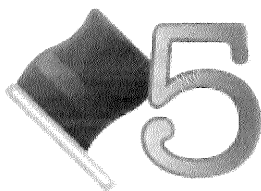


As soon as you have finished getting your fingerprints taken, return the completed Appointment Form to the potential employer or agency that requested the screening.



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> FINGERPRINTING SUBSTATION

<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.
A copy of this form should be maintained in the employee’s personnel file.

STEP ONE: Complete employee and employer contact information.

Employee Name		Employee Date of Birth	
Employer Name		Employer Contact Person	
Employer Address		City	Zip code
()			
Employer Telephone Number		Employer Email	

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

A 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 law of another jurisdiction:

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.

STEP 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 Pr

Applicant: Please bring this form with you to your background screening appointment and give it to the person who co person to complete the form and give it back to you. Please return this form to the Agency Contact listed below as soon as po

Screener : This Department of Elder Affairs (DOEA) Origination Code (ORI) number FL924310Z is specific to Direct Service Prc Area Agencies on Aging/Aging (and Disability) Resource Centers, Lead Agencies, Service Providers, and Diversion Providers tha DOEA. Agencies must use this form to request background screening for employees, volunteers (not SHINE and Ombudsman) applicable) in the HCE program. If you need to confirm the ORI, please call (850) 414-2368. Please write the Transaction Contrc **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 ____	

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

Exhibit F – 13(c) Provisions

TRANSIT EMPLOYEES PROTECTIVE ARRANGEMENTS

The County currently has two (2) prime contracts for the provision of paratransit transportation services within Palm Beach County. These, and their DBE subcontractors, are the sole paratransit providers under contract with the County.

1. MV Transportation, Inc., and MV Contract Transportation, Inc. (MV Transportation)
 - a. Safety Transportation, Inc.
2. First Transit, Inc., and First Group America, Inc. (First Transit)
 - a. People's Transit
 - b. Medi-wheels of the Palm Beaches, Inc.

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 (49 USC5333(b)).

A copy of each of the following documents pertaining to the 13(c) obligations of the County is attached:

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.

The Contractor 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 Contractor 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 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. 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.

Insofar as the Contractor 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 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 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 Contract shall be deemed or construed to create an employment or agency relationship between the successful employer's personnel and the County.

1
Board of County Commissioners
L. L. Littel, Chairman
B. B. Evans, Vice-Chairman
W. P. Koehler
Medley
Bailley

County Administrator
John C. Sansbury



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

Board of County Commissioners
Mike Lytol, Chairman
Peggy B. Evatt, Vice-Chairman
Thomas P. Koehler
H. Medlen
H. Bailey

County Administrator
John C. Sansbury



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, reading "Peggy B. Evatt".

Peggy B. Evatt, Chairman
Board of County Commissioners

PB:cm

BOX 1989, WEST PALM BEACH, FLORIDA 33402

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 (FLS-4007) and a capital improvement grant (FLA-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 Amalgamated Transit Union AEU-CIO ("Union"); and

WHEREAS, sections 3(c) (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 arrangement 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 revision or renewal 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 organize their officers and to maintain union security and check-off 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, a 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 less desirable position with respect to compensation, hours, working conditions, fringe benefits, or rights and privileges pertaining hereto 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 control.

(5) The Company shall be financially responsible for the annulment 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 job

with full back pay and allowances, or ~~displacement~~ to the Union of its basis. For failing to tender such claim, giving reasons therefor. In the event the Company fails to tender such claim, the Union may invoke the following procedure for further joint investigation of the claim by giving notice of its desire to invoke such procedure. 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 (2) of this agreement. Throughout the claim 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.

(6) 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 rate of his former job classification or the training year 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.

(8) 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 basis

accepted as appropriate for application to the particular case. Any dispute of employees made necessary by the Internal 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 §5(2) (E) 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 to the written request of either party to a board of arbitration as hereinafter provided. Such party shall, within ten (10) days, select one member of the arbitration board, and the members shall select a neutral member who shall serve as chairman. Should the members select a neutral member who shall serve as chairman, 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 unusual 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 right 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 medical 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 controversies 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 understanding by the Union or the employees covered by this agreement to forgo 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 system 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 continuation 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 benefits in connection with the Project.

(13) This agreement shall be binding upon the successors and assigns of the parties hereto, and no provision, term, or obligation herein contained shall be affected, modified, altered, or changed in any respect whatsoever by reason of the amendments made by or for the Company to merge and operate the system. Any person, enterprise, body, or agency which in whole or in part is owned, controlled, or operated by the management 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 withheld 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 purposes of adequate replacement under section 1(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 1(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.

John F. Fipkin
By *John F. Fipkin*

John Fipkin, Resident Manager,
LOCAL DIVISION 1267

FLORIDA TRANSIT UNION AFL-CIO

By *Tommy J. Moller*
Tommy J. Moller, President

The employee protective arrangements for the Project, in 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:

<u>Employee's length of service</u> <u>prior to adverse effect</u>	<u>Period of payment</u>
1 day to 6 years	equivalent period
6 years or more	6 years

During a 5-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 or 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

such reemployment, he shall be entitled to all other applicable provisions of this agreement.

(g) The dismissal allowance of any employee who is at the same time 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 promptly 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 in 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 credits in accordance with the rest 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.

(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 been promoted, 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, as hereinafter 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 actual

long during the time necessary for such work (not more than a reasonable time character (not to exceed five (5) working days) and 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 ways and means of transportation shall be agreed upon in advance between the Public Body and the employee affected or their Union representatives. Claims under this paragraph must be submitted to the Public Body within ninety (90) days after they 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.

(7) (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 retain 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.

(b) If the employee holds an unexpired lease of a dwelling



OPERATING FOR PALM BEACH COUNTY TRA...
Department of Airports...
... (illegible) ...

April 16, 1979

Mr. Edward Weiss, Counsel
Department of Labor
Washington, D.C. 20210

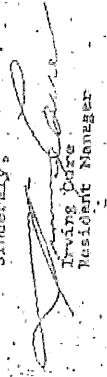
Re: 13 C

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. Maroney, Jr. This is pertinent to Operating Assistance Grant Applications FL-83-1069 and FL-83-1070.

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 Dore
President Manager

IC/ab

National (Amended) 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 unions 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 qualifications 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

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; and, 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, recalled in service, recalled in service, or employed by the Recipient, pursuant to paragraphs (5), (7) (a), or (18) 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 at which he is put "displaced", and shall continue during the protective period so long as the employee is unable, in the case 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 equitably 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 hereeto at the rate of the current position for any time worked in excess of the 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 through (30th) day following the day on which he is "dismissed" and shall continue during the protective period, as follows:

1 day to 6 years	Employee's length of service prior to adverse effect	Period of protection
6 years or more		Equivalent period

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 (c). In the absence of proper notice followed by an agreement or decision pursuant to paragraph (5) 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 by

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 (d) above, or in the event of his resignation, death, retirement, or dismissal for cause in accordance with any other 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 that 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 other 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 but, 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 furloughed as the case may be.

(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 restore his 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 and his wife's living 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 value 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) (e) hereof.

(c) No claim for reimbursement shall be paid under the provisions of this paragraph unless such claim is presented to the Recipient within thirty (30) 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 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.

11. (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.

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 acquiring 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 by the sale, the loss under a contract for purchase, loss and cost in acquiring 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 and (1) to be selected by the representatives 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 appointment with ten (10) days hereafter to select a third appraiser or to agree to a method by which a third appraiser shall be selected, and failing such arrangement, 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 acquiring them, including the compensation of the appraiser selected by each 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) 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 (9) 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	14 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 he 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 purposes 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 layoff 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.

(f) 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.

Wherever used herein, unless the context requires otherwise, the term "exclusive 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 back agreements applicable to his employment prior to the date of his displacement or his dismissal.

(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,

The Labor-Management Solutions Act, as amended, Railway Labor Act, as amended, or by any other resolution provisions in a collective bargaining or protective agreement involving the Recipient and the Union, which cannot be settled by the parties hereto 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 arbitrator 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 its members, a list 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, as the case may be, shall be deemed to have selected the arbitrator, and the board of arbitration shall then function and its decision shall have the same force and effect as if the selected arbitrator, and the board of arbitration 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 various 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 factual facts of the Project relied upon. It shall then be the Recipient's burden to prove that facts other than the Project affected the employee. The claiming employee shall recall 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. 675-71).

(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.

Nothing in this agreement shall be construed or deemed to deprive any employee of any right or benefit which such employee may have under any existing job security or other protective contract or arrangements by collective bargaining agreements 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.

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 ten weeks or more time has elapsed since the date of the claim, the Recipient shall be deemed to have accepted the claim. In the event of a claim, the Recipient shall be deemed to have accepted the claim if it is not paid within the time specified in the claim, or if the Recipient fails to honor such claim, the Union may invoke the following procedures for further joint investigation of the claim by the Recipient and his representative of the basis for denying or modifying such claim, making appropriate payments, or will give notice in writing of its desire to pursue such claim. 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 as 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 deemed in the pre-arbitration period which is relevant to the disposition of the claim.

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 preservice 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, but, however, in continuation of collective bargaining agreements entered thereto. In the event such employee requests such training or retraining to fill such vacant position, the Recipient shall provide for such training or retraining 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 filling 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 craft or class in which they do have seniority as shown on the appropriate seniority roster, 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 the 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 the 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 substantial 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 §5310) 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 all 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 recipients 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 extension 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 employee of the employees covered by this agreement shall have rearranged or adjusted his 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 designees. In the event of any objection to the addition of such employee as a signatory, then the dispute as to whether such employee 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 Project, by serving written notice of its desire to do so upon 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

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 dispositive 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 TRANSPORT ASSOCIATION

By: JOSEPH H. SELEN, JR. and JOHN B. SULLIVAN 7-23-75

AMALGAMATED TRANSIT UNION, AFL-CIO

By: LEO D. V. MANNERY, JR. 7-23-75

TRANSPORT WORKERS UNION OF AMERICA, AFL-CIO

By: ALFRED H. GILBERT 7-23-75

RAILWAY LABOR EXECUTIVES ASSOCIATION

American Railway Union's Association

American Train Dispatchers' Association

Brotherhood of Locomotive Engineers

Brotherhood of Maintenance of Way Employees

Brotherhood of Railway Station Employees

Brotherhood Railway Clerks 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 Bookbinders & Booksmills

International Brotherhood of Electrical Workers

International Brotherhood of Firemen & Oilers

International Organization Masters Mates & Pilots of America

National Maritime Engineers' Beneficial Association

Railroad Teamsters of America

Railway Employees' Organization, AFL-CIO

Seafarers' International Union of North America

Sheet Metal Workers' International Association

Transport Workers Union of America

United Transportation Union

By: ALFRED CHAMBERLAIN and ALFRED J. HICKY 7-23-75

By: JOHN C. J. DENNIS 7-23-75

BROTHERHOOD OF RAILWAY, AIRLINE AND STEAMSHIP CLERKS, FREIGHT HANDLERS, EXPRESS AND STATION EMPLOYEES

BROTHERHOOD OF LOCOMOTIVE ENGINEERS By: ALFRED E. SMITH 7-23-75

INTERNATIONAL ASSOCIATION OF MACHINISTS & AEROSPACE WORKERS

By: JOHN F. BURMAN 7-23-75

The Giff Memorandum: The Giff Memorandum is a supplemental document to the National (10000) 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:

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 define the standards set forth in the national agreements 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, ferry, van pooling, car pooling, subscription services, 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.



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Supervisor: palm beach 1144

Palm Beach County
Board of County
Commissioners
Rm. 4000, Courthouse
P.O. Box 1000, West Palm Beach, FL 33402
Phone: (561) 833-1000
Fax: (561) 833-1000
Email: palm@palmbeach.fl.us

County Administrator
Betsy W. Winters, III

County Clerk
Shirley A. Winters, III

County Engineer
Shirley A. Winters, III

July 14, 1998

Kathy Andrews
Director of Statutory Programs
Room N-5603
200 Constitution Avenue, N.W.
Washington, D.C. 20216

Re: Proposed Terms for Employee Protection Certification
DOL Referral of FTA Grant FL-90-X346

Dear Ms. Andrews:

This letter is in response to Mr. Larry Newton's letter of June 15, 1998, acknowledging his timely receipt of Assistant County Attorney Donna Earey's objections to the Department of Labor's Proposed Terms for Employee Protection Certification contained in the Department's May 21, 1998, referral letter.

Mr. Newton advised that the Department had determined that the newly executed Letter of Agreement between Palm Tran, Inc. (Palm Tran) and the Amalgamated Transit Union (ATU) Local 1577, which was not included in the proposed certification, constituted a change in factual circumstances. Palm Tran and ATU were directed to enter into negotiations/discussions to develop understandings as to whether, how, and to what extent the Letter of Agreement should be incorporated into the protective terms for the pending grant.

The parties have reviewed the Department's June 15, 1998, letter, and discussed the inclusion of the Letter of Agreement into the Department's proposed employee protection arrangements. The parties have agreed that the Letter of Agreement shall supplement the parties' 13(b) arrangements described in the Department's Proposed Terms for Employee Protection Certification set forth in Attachment A to Mr. Larry Newton's letter dated May 21, 1998.

Accordingly, Palm Tran agrees to the Department's Proposed Terms for Employee Protection Certification (DOL Referral of FTA Grant FL-90-X346) set forth in Attachment A to Mr. Newton's May 21, 1998, letter, as

Kelly Andrew
July 14, 1998

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).

In reaching this agreement with ATU, Palm Tran represents to the Department that it is understanding that ATU is vested with full legal authority to engage in collective bargaining in accordance with the provisions of Florida law. Palm Tran further represents that the transfer of employees from Florida Transit Management, Inc. to Palm Tran, the successor employer, including impacts upon any right, privilege and/or benefit, was negotiated and discussed with ATU Local 1577's officers. Palm Tran further acknowledges its continued reliance upon the representations made by ATU Local 1577's officials and the authority of ATU Local 1577 to make such representations.

Sincerely,

As the name

Robert Weisman
President, Palm Tran, Inc.
County Administrator, Palm Beach County, Florida.

cc Dennis Dytchek, County Attorney
✓ Robert Fink, Executive Director, Palm Tran
Vincent Bovents, Assistant County Administrator
Maureen Cullen, Chief Assistant County Attorney
Dennis Roney, Assistant County Attorney
Robert Melofsky, General Counsel, ATU
Larry Newton, Project Representative, DOT
Susan Schuch, Region IV, FTA
Dennis McCabe, President, ATU Local 1577

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 JUN, 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 (PERC) 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 each agreement has 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:

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 577, A.F.L. - C.I.O. - C.L.C.

By: [Signature]
Dennis McCabe, President

R98 797 D

Palm Tran, Inc.

By: [Signature]
Burt Aaronson, Chairman

Attest:
Dorothy H. Wilken, Secretary/Treasurer
or Designate

By: [Signature]
Mickie Shud
Deputy Clerk

By: [Signature]
Loula Guido, Financial Secretary/Treasurer

Ratified by ATU Membership:

Date: 4-12-98

By: [Signature]
Dennis McCabe, President

Attest:

Dorothy H. Wilken, Clerk
BOARD OF COUNTY COMMISSIONERS

By: [Signature]
Mickie Shud
Deputy Clerk

Approved By:

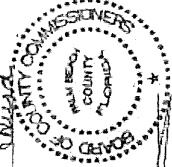
Board of County Commissioners of
Palm Beach County, Florida

By: [Signature]
Burt Aaronson, Chairman

Date: JUN 2 1998

Approved for form
and legal sufficiency

[Signature]
County Attorney



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 ("BOC"), 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 BOC (collectively referred to hereafter as "ratification"), except for those articles set forth below which, upon ratification, will be implemented and given effect as follows:

Article 3 - As soon as practicable.

Article 15 - Upon ratification, except Section 8 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 week 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 BOC'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

ratification. The sum owed to the employee representing the increase in wages resulting from the retroactive application of this article will be paid within 60 days of ratification to those employees entitled to the benefits of this article, who were employed by Palm Tran on the date of ratification.

ptc:\org\dmcc\warc\dmcc.pdf

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
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,
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. 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

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.

Sincerely,



Geneva Fields
Project Representative

Enclosure

cc: Scheryl Portee/FTA
Jayme Blakesley/FTA
Claudia Salazar-Palm Beach County BC-Palm Beach County Transit



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 Acquisition¹; 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

¹ 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.

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

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

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, 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

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
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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

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

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.

Sincerely,



Geneva Fields
Project Representative

Enclosure

cc: Scheryl Portec/FTA
Jayme 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-AFMSCE
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 Fagan
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@odsawalaw.com)
Richard Edelman (redelman@odsawalaw.com)
Kelly Beck (kbeck@odsawalaw.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



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)¹ 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

¹ 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/BLE, 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 economics 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

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

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, Chief
Division of Statutory Programs

cc: Scheryl Porter/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 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-AFMSCE
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@odsawalaw.com)
Richard Edelman (redelman@odsawalaw.com)
Kelly Beck (kbeck@odsawalaw.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

6

From: DWIGHT MATTINGLY [mailto:atu1577@belisouth.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:atu1577@bellsouth.net]
Sent: Thursday, February 13, 2014 9:36 AM
To: Shannon LaRocque; Charles Frazier D.; Ron Jones; Robert Weisman
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.

EXHIBIT G
SCOPE OF WORK – NON-DEDICATED SERVICE

CONTRACTOR shall provide subcontractors to provide non-dedicated transportation services to Palm Tran Connection through two or more transportation network companies. Due to the nature of these services, non-dedicated service will not be considered “paratransit service.” Non-dedicated services will be provided through two programs Opt-In and Standard Service;

- 1. Opt-In Service
 - a. Contractor is held to minimum service policy standards, and is generally not expected to adjust service policies. Contractors must adhere to policies and regulations regarding;
 - i. Personal Care Attendants and Transporting Service Animals.
 - ii. Transporting Packages.
 - iii. Fare Collection.
 - b. Contractor is eligible only to service customers who have opted into receiving Non-Dedicated service. Customers will be prescreened for those who require a lower level of assistance.
 - c. Trips will generally be advanced bookings and subscriptions.
 - d. As an optional service, Palm Tran will not be responsible for customer services, late trip issues or lost and found. Customers may opt out if they feel the service does not meet their needs.
 - e. Trips may be capped on a customer level.
 - f. Cancellation fees will be paid directly by the customer.
 - g. Trip requests will be made on the non-dedicated service providers technology platform.
 - h. Vehicles will be supplied by the non-dedicated provider.
 - i. Services will be paid in accordance with EXHIBIT B - Price Pages.
- 2. Standard Service
 - a. Contractor is held to most service policy standards;
 - i. Article 14 – Insurance
 - ii. 4.5.5 Level of Assistance to be Provided by Drivers
 - iii. 4.5.6 Driver Wait Time and No Show Procedures
 - iv. Personal Care Attendants
 - v. Transporting Packages
 - vi. Transporting Service Animals
 - vii. 4.5.12 Accidents and Incidents
 - viii. 4.5.13 Medical Emergencies
 - ix. 4.6.12 Drug and Alcohol Testing
 - b. Drivers will be trained, inspected, badged and certified by the Non-Dedicated provider.
 - c. Vehicles will be supplied, inspected and approved by the Non-Dedicated provider. Vehicles may be branded as Palm Tran Connection.
 - d. Trips requests will be taken by Palm Tran Connection and submitted via the TNC platform.
 - e. Reporting Requirements will be determined.
 - f. Services will be paid in accordance with EXHIBIT B - Price Pages.
- 3. All Non-Dedicated Invoicing will include;
 - a. Anonymized Rider ID
 - b. Trip Transaction ID
 - c. Rider Name and Phone Number
 - d. Trip Date
 - e. Trip outcome (completed, customer no-show)
 - f. Trip pick- up lat/long
 - g. Trip Drop-off lat/long**
 - h. Trip request pickup time*
 - i. Trip drop-off time*
 - j. Trip cost to Palm Tran (Palm Tran Subsidy Amount)
 - k. Trip cost to rider (co-Pay Amount)
 - l. Actual trip mileage*
 - m. Actual trip duration*
 - n. Unique trip ID

Small Business Enterprise (SBE) PREFERENCE and DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

X The bidder/offeror is committed to a minimum of 23.40 % Small Business Participation or DBE utilization on this contract.

_____ The bidder/offeror (if unable to meet the SBE/DBE goal of 20%) is committed to a minimum of _____% SBE/DBE utilization on this contract and has submitted a:

SBE/DBE Unavailability Report – Good Faith Efforts, which includes information and details as described in Exhibit .

Name of bidder/offeror's firm: Transdev

By [Signature] Senior Vice President
(Signature) (Title)

W.C. Pihl

Print Name

Telephone#: 707.803.2954

Email Address: wc.pihl@transdev.com

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)

Projected Work Assignment: Enter description of work assignment

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

(Proposer/Bidder - 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.

(SBE/DBE - Signature of Owner or Authorized Rep.) (Date)
Subscribed and sworn to before me this _____ day of _____ 20_____.

(Notary’s Signature) (Notary Seal)

To be completed for each SBE/DBE expected to participated in this project

SCHEDULE OF SBE/DBE PARTICIPATION

EXHIBIT H-B


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

BID/RLI #: F-22-019	Contract Amount (Prime Contractor Total BID/RFP Submittal) \$ 18,469,756.00
PROJECT NAME: Palm Tran Connection Paratransit Services	PROJECT START DATE: January 1, 2023
PRIME CONTRACTOR: Transdev	Contact TELEPHONE #: 815.970.2405
CONTACT PERSON: Shannon Borst	Contact Email Address: shanoon.borst@transdev.com

SBE/DBE Subcontractor	SBE/DBE Contact	Phone	Type of Work To Be Performed	\$	Estimated Sub-Contract Amount
JCM & Associates, Inc	Richard Crady	800.543.3732	Provision of Employee Uniforms	\$	6,684.00
Seacoast Uniforms	Dawn Mason	561.439.8005	Provision of Employee Uniforms	\$	26,736.00
MooreCars, LLC	Melody Moore	678.472.9114	Provision of Janitorial Services	\$	535,098.00
Medi-Wheel	Mariela Herklotz	561.723.6372	Provision of Transportation Services	\$	569,965.00
TV Guy Orlando dba MDB Services	Marius Boyd	321.689.2716	Provision of Fueling Services	\$	1,755,923.00
Total Estimated Dollar (\$) SBE/DBE Participation				\$	4,322,294.00
SBE/DBE Subcontractor Participation Percentage (Total estimated amount allocated to SBEs/DBEs divided by Total Contract Amount)				%	23.40

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 Senior Vice President	Date 4.17.23
--	------------------------------------	---------------------

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

SCHEDULE OF SBE/DBE PARTICIPATION

EXHIBIT H-B


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

BID/RLI #: F-22-019	Contract Amount (Prime Contractor Total BID/RFP Submittal) \$ 18,469,756.00
PROJECT NAME: Palm Tran Connection Paratransit Services	PROJECT START DATE: January 1, 2023
PRIME CONTRACTOR: Transdev	Contact TELEPHONE #: 815.970.2405
CONTACT PERSON: Shannon Borst	Contact Email Address: shanoon.borst@transdev.com

SBE/DBE Subcontractor	SBE/DBE Contact	Phone	Type of Work To Be Performed	\$	Estimated Sub-Contract Amount
People's Transit Limited	Chuck Covington	734.467.7000	Provision of Transportation Services	\$	1,427,888.00
				\$	
				\$	
				\$	
				\$	
Total Estimated Dollar (\$) SBE/DBE Participation				\$	4,322,294.00
SBE/DBE Subcontractor Participation Percentage (Total estimated amount allocated to SBEs/DBEs divided by Total Contract Amount)				%	23.40

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 Senior Vice President	Date 4.17.23
--	-----------------------------	--------------

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

SBE / DBE UTILIZATION REPORT

EXHIBIT H-C

Report No. _____

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

SUBCONTRACTING INFORMATION

TO BE SUBMITTED WITH EVERY PAY APPLICATION TO COUNTY’S CONTRACT REPRESENTATIVE AND PALM TRAN’S DBE LIAISON (csalazar@pbcgov.or,

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
-----------	-------	------

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 H-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

A BIDDER that submits an Unavailability Report, (Exhibit Sample), 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 Participation goals may include, but are not limited to:

- Attendance at any scheduled pre-bid meeting concerning Small Business 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/DBE with adequate information about the plans, specifications, scope of work and requirements of the contract.
- Records of discussions with interested SBE/DBE about the required capabilities of the project and performing a thorough investigation of the SBE/DBE qualifications to determine inherent competencies.
- Efforts to provide SBE/DBE that need assistance in obtaining bonding or insurance required by the BIDDER or COUNTY.
- An Unavailability 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 SBEs/DBEs including, at a minimum, the names, addresses and telephone numbers of SBEs/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/DBE and the result.

Samples:

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

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

-Fax-Email (identifying each SBE/DBE firm solicited based on each fax number and the associated fax transmission stat log(s). Please be sure fax dates are clearly visible/email 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).

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 SBE/DBEs listed below and that said SBE/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 SBE/DBE 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/DBEs, 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 SBE/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 emails, newspaper ads, phone lists, mailing lists, etc.

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

The report should be signed by the same person signing the BID submittal.

Signature: _____

Title: _____

Date: _____

APPENDICES

APPENDIX A – BUSINESS INFORMATION

APPENDIX B – PARENT GUARANTEE LETTER, March 29, 2023

**APPENDIX A
BUSINESS INFORMATION**

Full Legal Name of Entity: First Transit, Inc.
(Exactly as it is to appear on the Contract)

Entity Address: 720 E. Butterfield Road, Suite 300, Lombard, IL 60148

Telephone Number: (630) 571-7070 Fax Number: (630) 382-1090

Form of Entity

- ☒ Corporation
☐ Limited Liability Company
☐ Partnership, General
☐ Partnership, Limited
☐ Joint Venture
☐ Sole Proprietorship

Federal I.D. Number: 23-1716119

(1) If CONTRACTOR is a subsidiary, state name of parent company.

Transdev North America, Inc.

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? 10/13/1972

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): Russell J. Tieskoetter

TITLE: 12VP

COMPANY: Transdev

APPENDIX B – PARENT GUARANTEE LETTER



March 29, 2023

Louis Ferri
Senior Manager of Paratransit
Palm Tran
50 South Military Trail, Suite 101
West Palm Beach, FL 33415

Dear Mr. Ferri,

Transdev North America, Inc., the parent company of First Transit, Inc., guarantees the performance of First Transit, Inc. as it relates to the Emergency Contract for Palm Tran Connection Paratransit Services Run Package B.

Sincerely,

Mathieu LeBourhis
Chief Financial Officer and Treasurer

Transdev North America, Inc.
720 E. Butterfield Road
Suite 300
Lombard, Illinois 60148
USA
630-571-7070
www.transdevna.com

DATE (MM/DD/YYYY)
04/11/2023

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

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

PRODUCER MARSH USA LLC. 540 W. MADISON CHICAGO, IL 60661	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED First Transit Inc. 720 E. Butterfield Road Suite 300 Lombard, IL 60148	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
CN101958462-FT-GAWU-23-23	INSURER A : National Union Fire Insurance Company	
	INSURER B : AIU Insurance Company	
	INSURER C : N/A	
	INSURER D : Certain Underwriters at Lloyds	
	INSURER E :	
	INSURER F :	

COVERAGES	CERTIFICATE NUMBER:	CHI-010272746-08	REVISION NUMBER: 7
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE		ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY				9584172	04/01/2023	07/01/2023	EACH OCCURRENCE	\$ 10,000,000
		CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
									MED EXP (Any one person)	\$
									PERSONAL & ADV INJURY	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 10,000,000
	X	POLICY	<input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
		OTHER:								\$
A		AUTOMOBILE LIABILITY				7281162 (AOS)	04/01/2023	07/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
A	X	ANY AUTO				7281161 (VA)	04/01/2023	07/01/2023	BODILY INJURY (Per person)	\$
B		OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS			7281180 (MA)	04/01/2023	07/01/2023	BODILY INJURY (Per accident)	\$
		HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
										\$
		UMBRELLA LIAB		<input type="checkbox"/>	OCCUR				EACH OCCURRENCE	\$
		EXCESS LIAB		<input type="checkbox"/>	CLAIMS-MADE				AGGREGATE	\$
		DED		RETENTION \$						\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				15824907 (AOS)	04/01/2023	07/01/2023	X PER STATUTE <input type="checkbox"/> OTH-ER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y / N	N / A	15824909 (Retro - PA, WI)	04/01/2023	07/01/2023	E.L. EACH ACCIDENT	\$ 5,000,000
B		If yes, describe under DESCRIPTION OF OPERATIONS below				15824908 (CA Only)	04/01/2023	07/01/2023	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 5,000,000
D		Excess Auto				B0509BOWCN2350464	03/06/2023	03/06/2026	Limit (xs primary Auto \$5M)	\$ 5,000,000

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

Certificate Holder includes Baptist Health South Florida/Ebix RCS, One Ebix Way, Johns Creek, GA 30097.
RE: Transportation - ADA, RFP No. 14-041/SC - Palm Tran Connection Paratransit Services.

Palm Beach County Board of Commissioners, a Political subdivision of the State of Florida, its officers, employees and agents, State of Florida, Department of Transportation (FDOT), Palm Trans, Inc., Medi-Wheels of Palm Beaches, Inc., and Peoples Transit are included as additional insured with respect to General and Automobile Liability where required by written contract.

CERTIFICATE HOLDER _____ **CANCELLATION** _____

<p>Palm Beach County c/o Purchasing Department 50 S Military Trail Suite 110 West Palm Beach, FL 33415</p>	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p>
	<p>AUTHORIZED REPRESENTATIVE</p> <p><i>Marsh USA LLC</i></p>

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ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED First Transit Inc. 720 E. Butterfield Road Suite 300 Lombard, IL 60148
POLICY NUMBER		
CARRIER	NAIC CODE	
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ADDITIONAL REMARKS

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This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and where required by written contract.

Waiver of subrogation is applicable where required by written contract.

Named Insured is self-insured for Auto Physical Damage (Comprehensive/Collision).

Sexual Abuse and Molestation Coverage is included under the General Liability Policy.

Vehicle #	VIN Number	Year of Chassis	Make	Model	Tag #
20101 FT+					
A59BA2:					
A131	1FDES6PG6LKB62497	2020	FORD	COLLINS T24WRH-F310G	TJ1243
20102 FT	1FDES6PG8LKB62498	2020	FORD	COLLINS T24WRH-F310G	TJ0626
20103 FT	1FDES6PGXLKB62499	2020	FORD	COLLINS T24WRH-F310G	TJ1245
20104 FT	1FDES6PG2LKB62500	2020	FORD	COLLINS T24WRH-F310G	TJ0627
20105 FT	1FDES6PG4LKB62501	2020	FORD	COLLINS T24WRH-F310G	TJ0624
20106 FT	1FDES6PG6LKB62502	2020	FORD	COLLINS T24WRH-F310G	TJ1240
20107 FT	1FDES6PG8LKB62503	2020	FORD	COLLINS T24WRH-F310G	TJ1239
20108 FT	1FDES6PGXLKB62504	2020	FORD	COLLINS T24WRH-F310G	TJ0625
20109 FT	1FDES6PG1LKB62505	2020	FORD	COLLINS T24WRH-F310G	TJ1251
20110 FT	1FDES6PG3LKB62506	2020	FORD	COLLINS T24WRH-F310G	TJ1244
20111 FT	1FDES6PG5LKB62507	2020	FORD	COLLINS T24WRH-F310G	TJ1255
20112 FT	1FDES6PG7LKB62508	2020	FORD	COLLINS T24WRH-F310G	TJ1324
20113 FT	1FDES6PG9LKB62509	2020	FORD	COLLINS T24WRH-F310G	TJ1259
20114 FT	1FDES6PG5LKB62510	2020	FORD	COLLINS T24WRH-F310G	TJ1256
20115 FT	1FDES6PG7LKB62511	2020	FORD	COLLINS T24WRH-F310G	TJ1248
20116 FT	1FDES6PG9LKB62512	2020	FORD	COLLINS T24WRH-F310G	TJ1331
20117 FT	1FDES6PG0LKB62513	2020	FORD	COLLINS T24WRH-F310G	TJ1242
20118 FT	1FDES6PG2LKB62514	2020	FORD	COLLINS T24WRH-F310G	TJ2679
20119 FT	1FDES6PG4LKB62515	2020	FORD	COLLINS T24WRH-F310G	TJ1246
20120 FT	1FDES6PG6LKB62516	2020	FORD	COLLINS T24WRH-F310G	TJ2572
20121 FT	1FDES6PG8LKB62517	2020	FORD	COLLINS T24WRH-F310G	TI9600
20122 FT	1FDES6PGXLKB62518	2020	FORD	COLLINS T24WRH-F310G	TJ1257
20123 FT	1FDES6PG1LKB62519	2020	FORD	COLLINS T24WRH-F310G	TJ1247
20124 FT	1FDES6PG8LKB62520	2020	FORD	COLLINS T24WRH-F310G	TJ1249
20125 FT	1FDES6PGXLKB62521	2020	FORD	COLLINS T24WRH-F310G	TJ2658
20126 FT	1FDES6PG1LKB62522	2020	FORD	COLLINS T24WRH-F310G	TJ1254
20127 FT	1FDES6PG7LKB65215	2020	FORD	COLLINS T24WRH-F310G	TJ1252
20128 FT	1FDES6PG3LKB62523	2020	FORD	COLLINS T24WRH-F310G	TJ1253
20129 FT	1FDES6PG5LKB62524	2020	FORD	COLLINS T24WRH-F310G	TJ1330
20130 FT	1FDES6PG9LKB65216	2020	FORD	COLLINS T24WRH-F310G	TJ2570
20131 FT	1FDES6PG0LKB65217	2020	FORD	COLLINS T24WRH-F310G	TI9603
2015 FT	5TDZZ3DC6LS039180	2020	Toyota	Sienna TG8648	
2016 FT	5TDZZ3DC5LS041762	2020	Toyota	Sienna TH0465	
2017 FT	5TDZZ3DC0LS042303	2020	Toyota	Sienna TH0466	
2018 FT	5TDZZ3DC4LS041073	2020	Toyota	Sienna TH0467	
2019 FT	5TDZZ3DCXLS040879	2020	Toyota	Sienna TH0468	
2020 FT	5TDZZ3DC6LS040085	2020	Toyota	Sienna TH0469	
2021 FT	5TDZZ3DC1LS040592	2020	Toyota	Sienna TG8658	



ADDITIONAL REMARKS SCHEDULE

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ADDITIONAL REMARKS

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FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

2022 FT 5TDZZ3DC6LS040264 2020 Toyota Sienna TG8657
2023 FT 5TDZZ3DC4LS040196 2020 Toyota Sienna TG8656
2024 FT 5TDZZ3DC0LS041054 2020 Toyota Sienna TG8655
2025 FT 5TDZZ3DC4LS040599 2020 Toyota Sienna TG8654
2026 FT 5TDZZ3DC3LS040299 2020 Toyota Sienna TG8653
2027 FT 5TDZZ3DC5LS040496 2020 Toyota Sienna TG8652
2028 FT 5TDZZ3DCXLS039246 2020 Toyota Sienna TG8663
2029 FT 5TDZZ3DC9LS041215 2020 Toyota Sienna TG8664
2808 FT 2C4RC1CG6NR171913 2022 Chrysler Voyager LX TJ5414
2809 FT 2C4RC1CG7NR172035 2022 Chrysler Voyager LX TJ5413
2810 FT 2C4RC1CGXNR171915 2022 Chrysler Voyager LX TJ5426
2811FT 2C4RC1CG9NR172036 2022 Chrysler Voyager LX TJ5427
2812 FT 2C4RC1CG9NR172165 2022 Chrysler Voyager LX TJ5419
2813 FT 2C4RC1CGXNR171915 2022 Chrysler Voyager LX TJ5428
2814 FT 2C4RC1CGXNR172160 2022 Chrysler Voyager LX TJ5425
2815 FT 2C4RC1CGXNR172285 2022 Chrysler Voyager LX TJ5418
2070 FT 1FDES6PG7LKA77345 2020 FORD COLLINS T24WRH-F310G TI6109
2071 FT 1FDES6PG9LKA77346 2020 FORD COLLINS T24WRH-F310G TI7356
2072 FT 1FDES6PG4LKA64293 2020 FORD COLLINS T24WRH-F310G TI4130
2073 FT 1FDES6PG6LKA64294 2020 FORD COLLINS T24WRH-F310G TI7658
2074 FT 1FDES6PG8LKA64295 2020 FORD COLLINS T24WRH-F310G TI4141
2075 FT 1FDES6PGXLKA64296 2020 FORD COLLINS T24WRH-F310G TI4139
2076 FT 1FDES6PG1LKA64297 2020 FORD COLLINS T24WRH-F310G TI4134
2077 FT 1FDES6PG5LKA77344 2020 FORD COLLINS T24WRH-F310G TI4129
2078 FT 1FDES6PG1LKA77342 2020 FORD COLLINS T24WRH-F310G TI7355
2079 FT 1FDES6PG3LKA77343 2020 FORD COLLINS T24WRH-F310G TI4127
2080 FT 1FDES6PG8LKA77340 2020 FORD COLLINS T24WRH-F310G TI4137
2081 FT 1FDES6PGXLKA77341 2020 FORD COLLINS T24WRH-F310G TI6114
2082 FT 1FDES6PG0LKA77347 2020 FORD COLLINS T24WRH-F310G TI4132
2083 FT 1FDES6PG2LKA77348 2020 FORD COLLINS T24WRH-F310G TI7357
2084 FT 1FDES6PG2LKA85482 2020 FORD COLLINS T24WRH-F310G TI7350
2085 FT 1FDES6PG4LKA85483 2020 FORD COLLINS T24WRH-F310G TI6115
2086 FT 1FDES6PG6LKA85484 2020 FORD COLLINS T24WRH-F310G TI4133
2087 FT 1FDES6PG8LKA85485 2020 FORD COLLINS T24WRH-F310G TI4140
2088 FT 1FDES6PGXLKA85486 2020 FORD COLLINS T24WRH-F310G TI7349
2089 FT 1FDES6PG1LKA85487 2020 FORD COLLINS T24WRH-F310G TI7353
21200 FT 1FD FE4FN9MDC29051 2021 FORD TURTLE TOP TI8404
21201 FT 1FD FE4FN2MDC29053 2021 FORD TURTLE TOP TI8427
21202 FT 1FD FE4FN0MDC29052 2021 FORD TURTLE TOP TI8428
21203 FT 1FD FE4FN5MDC30746 2021 FORD TURTLE TOP TI8405
21204 FT 1FD FE4FN3MDC30745 2021 FORD TURTLE TOP TI8424
21205 FT 1FD FE4FN9MDC29938 2021 FORD TURTLE TOP TI8425
21206 FT 1FD FE4FN1MDC30744 2021 FORD TURTLE TOP TI8426
21207 FT 1FD FE4FN2MDC40845 2021 FORD TURTLE TOP TI2383
21208 FT 1FD FE4FN4MDC40846 2021 FORD TURTLE TOP TI2379
21209 FT 1FD FE4FN6MDC40847 2021 FORD TURTLE TOP TH6417
21210 FT 1FD FE4FN8MDC40848 2021 FORD TURTLE TOP TH6413
21211 FT 1FD FE4FNXMDC40849 2021 FORD TURTLE TOP TI2384
21212 FT 1FD FE4FN6MDC40850 2021 FORD TURTLE TOP TI2388
21213 FT 1FD FE4FN8MDC40851 2021 FORD TURTLE TOP TI2390



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED First Transit Inc. 720 E. Butterfield Road Suite 300 Lombard, IL 60148
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21214 FT 1FD FE4FNX MDC40852 2021 FORD TURTLE TOP TH6418
21215 FT 1FD FE4FN1MDC40853 2021 FORD TURTLE TOP TH6416
21234 FT 1FD FE4FN2MDC20482 2021 FORD TURTLE TOP TJ6332
21236 FT 1FD FE4FN0MDC20495 2021 FORD TURTLE TOP TI8879
4514-P FT 1FD FE4FS7EDB17176 2014 Ford E450 23' Champion Challenger TD9499
4515-P FT 1FD FE4FS9EDB17177 2015 Ford E451 23' Champion Challenger TD9500
4606-P FT 1FD FE4FS7EDB17159 2014 Ford E450 23' Champion Challenger TB8030
4602-P FT 1FD FE4FSXEDB17155 2014 Ford E450 23' Champion Challenger TD9503
22302P FT 1FD FE4FN2NDC42709 2022 FORD TURTLE TOP TJ7536
22108 FT 1FDES6PGONKA53276 2022 FORD TRANSIT 350HD TURBO TJ5431
22109 FT 1FDES6PG9NKA53535 2022 FORD COLLINS S6PE
22110 FT 1FDES6PG5NKA53449 2022 FORD COLLINS S6PE
22111 FT 1FDES6PG8NKA53669 2022 FORD COLLINS S6PE
22320 FT 1FD FE4FN8NDC43072 2022 FORD TURTLE TOP TJ6924
22321 FT 1FD FE4FN5NDC43093 2022 FORD TURTLE TOP TJ6923
22322 FT 1FD FE4FN3NDC43075 2022 FORD TURTLE TOP TJ6922
22323 FT 1FD FE4FN0NDC43079 2022 FORD TURTLE TOP TJ8783
22324 FT 1FD FE4N7NDC43080 2022 FORD TURTLE TOP TJ6930
22325 FT 1FD FE4FN9NDC43081 2022 FORD TURTLE TOP TJ6927
22326 FT 1FD FE4FN0NDC43082 2022 FORD TURTLE TOP TJ6926
22327 FT 1FD FE4FN2NDC43083 2022 FORD TURTLE TOP TJ6925
22328 FT 1FD FE4FN5NDC43076 2022 FORD TURTLE TOP TJ6929
22329 FT 1FD FE4FN3NDC43089 2022 FORD TURTLE TOP TJ8325
22330 FT 1FD FE4FN1NDC43091 2022 FORD TURTLE TOP TJ8782
22331 FT 1FD FE4FN3NDC43092 2022 FORD TURTLE TOP TJ7535
22332 FT 1FD FE4FN7NDC43094 2022 FORD TURTLE TOP TJ8777
22333 FT 1FD FE4FN0NDC43096 2022 FORD TURTLE TOP TJ6931
22334 FT 1FD FE4FN9NDC43078 2022 FORD TURTLE TOP TJ6928
22335 FT 1FD FE4FN4NDC43084 2022 FORD TURTLE TOP TJ8778
22336 FT 1FD FE4FN1NDC43074 2022 FORD TURTLE TOP TJ8774
22337 FT 1FD FE4FN1NDC43088 2022 FORD TURTLE TOP TJ8326
22338 FT 1FD FE4FN2NDC43097 2022 FORD TURTLE TOP TJ8406
4815 FT 2C7WDGBG3ER476549 2014 Dodge Grand Caravan TD0062
4818 FT 2C7WDGBG3ER476552 2014 Dodge Grand Caravan TD0063
4819 FT 2C7WDGBG5ER476553 2014 Dodge Grand Caravan TD0088
4832 FT 2C7WDGBG3ER476566 2014 Dodge Grand Caravan TD0080
4833 FT 2C7WDGBG5ER476567 2014 Dodge Grand Caravan TD0079
4836 FT 2C7WDGBG5ER476570 2014 Dodge Grand Caravan TC9985
4838 FT 2C7WDGBG9ER476572 2014 Dodge Grand Caravan TD8705
4839 FT 2C7WDGBG0ER476573 2014 Dodge Grand Caravan TD8707
8701 FT 1FD FE4FS2JDC41883 2018 FORD TURTLE TOP TG3924
9710 FT 1FD FE4FS5KDC27929 2019 FORD TURTLE TOP TH2659
9925 FT 1FDES8PM3KKB40795 2019 FORD COLLINS T24WRH-F310G TH6242
9926 FT 1FDES8PM5KKB40796 2019 FORD COLLINS T24WRH-F310G TH6240
9927 FT 1FDES8PM9KKB40798 2019 FORD COLLINS T24WRH-F310G TH6244
9929 FT 1FDES8PM7KKB40797 2019 FORD COLLINS T24WRH-F310G TH6247
9930 FT 1FDES8PM5KKB40801 2019 FORD COLLINS T24WRH-F310G TH6225
9931 FT 1FDES8PM7KKB40802 2019 FORD COLLINS T24WRH-F310G TH6228
9932 FT 1FDES8PM7KKB57728 2019 FORD COLLINS T24WRH-F310G TH6245
9933 FT 1FDES8PM9KKB57729 2019 FORD COLLINS T24WRH-F310G TH6246



ADDITIONAL REMARKS SCHEDULE

AGENCY MARSH USA LLC.		NAMED INSURED First Transit Inc. 720 E. Butterfield Road Suite 300 Lombard, IL 60148
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ADDITIONAL REMARKS

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9934 FT 1FDES8PM5KKB57730 2019 FORD COLLINS T24WRH-F310G TH6250
9935 FT 1FDES8PM7KKB57731 2019 FORD COLLINS T24WRH-F310G TH6251
9936 FT 1FDES8PM9KKB57732 2019 FORD COLLINS T24WRH-F310G TH6249
110 1FDBF2A69FEC57896 2015 FORD FORD F250 SRW DIHD31
111 3FADP0L32CR380620 2012 FORD 2011 FORD FUSION LCLU22
112 3FADP0L31CR193630 2012 FORD 2012 FORD FUSION DZPM55
113 3FADP0L31CR199444 2012 FORD 2012 FORD FUSION DZPM56
114 1FAFP53U26A220797 2006 FORD 4D FORD TAURUS LBZD24
115 1GNDM19X44B112278 2004 CHEVY CHEVROLET ASTROVAN LQAC32
303 15GGB221021071277 2002 Gillig 2002 Gillig JHBC22
305 15GGB221421071279 2002 Gillig 2003 Gillig Z26FFS
306 15GGB221221071278 2002 Gillig 2004 Gillig Z25FFS
FT94 1GBJ5V1937F425868 2007 CHEVY C5500 CHAMPION Z28FFS
3276 1FVACWDT9EHFS3276 2014 FRGHT M2 106 TB AU22HW
8004 FT ZFBERFAB8J6L10137 2018 RAM PROMASTER WAGON TF8212
8005 FT ZFBERFAB0J6L08964 2018 RAM PROMASTER WAGON TF8211
1FD4FE4FS0EDB17178 2014 Ford E450 23' Champion Challenger 4516 - P TD9501
1FD4FE4FN9MDC20494 2021 FORD TURTLE TOP 21235-P TJ6799
1FD4FE4FN9MDC20480 2021 FORD TURTLE TOP 21237-P TJ6800

PERFORMANCE BOND
Annual Form

Travelers Casualty and Surety Company of America
One Tower Square, Hartford, CT 06183

Bond No. 107747328

KNOWALL BY THESE PRESENTS, That we First Transit, Inc.
as Principal, and Travelers Casualty and Surety Company of America, of Hartford, Connecticut, authorized to do
business in the State of Florida, as Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners, as Oblige, in the maximum penal sum of
Five Hundred Thousand and 00/100 Dollars (\$ 500,000.00), lawful money of the United States of
America, for which payment well and truly to be made we bind ourselves, our heirs, executors and assigns, jointly and
severally, firmly by this Bond.

WHEREAS, the Principal has entered, or is about to enter, into a written agreement with the Oblige entitled
EMERGENCY CONTRACT FOR PALM TRAN CONNECTION PARATRANSIT SERVICES RUN PACKAGE B' for the purpose of
N/A (hereinafter referred to as the Contract), which
Contract is hereby referred to and made a part hereof;

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall well and truly perform its obligations
as set forth in the Contract, then this Bond shall be void; otherwise to remain in full force and effect pursuant to its terms.
Notwithstanding anything to the contrary in the Contract, this Bond is subject to the following express conditions:

- 1. This Bond shall be effective for the definite period of 01/01/2023 to 01/01/2024 (annual period).
This Bond may be extended, at the sole option of the Surety, by continuation certificate for additional periods from
the expiry date hereof. However, neither: (a) the Surety's decision not to issue a continuation certificate, nor (b) the
failure or inability of the Principal to file a replacement bond or other security in the event the Surety exercises its
right to not renew this Bond, shall itself constitute a loss to the Oblige recoverable under this Bond or any extension
thereof.
2. The Contract has a term ending 01/01/2024 ("Contract Expiration Date"). Regardless of the
number of years this Bond is in force or the number of continuation certificates issued, this Bond shall not be
extended beyond the Contract Expiration Date.
3. Regardless of the number of years this Bond is in force or the number of continuation certificates issued, the liability
of the Surety shall not be cumulative in amounts from period to period and shall in no event exceed the amount set
forth above, or as amended by rider.
4. No action, suit or proceeding shall be brought against the Surety on this instrument unless such action, suit or
proceeding is brought within one year from termination or expiration of this Bond. If the provisions of this paragraph
are prohibited by law, the minimum period of limitation available to the Surety as a defense under applicable law
shall apply.
5. Any notice made under this Bond shall be made in writing to the Surety at the following address: Travelers Casualty
and Surety Company of America, One Tower Square, Hartford, CT 06183, Attn: Bond Claim.
6. If any conflict or inconsistency exists between the Surety's obligations or undertakings as described in this Bond
and as described in the Contract, then the terms of this Bond shall prevail.

SIGNED, SEALED AND DATED this 17th day of April, 2023.

First Transit, Inc.

By: Mathieu Le Bourhis, CFO
Principal

Travelers Casualty and Surety Company of America


By: Christopher T. Moser
Attorney-in-Fact



POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Christopher T. Moser of Chicago, Illinois, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

City of Hartford ss.

By: 

Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her, and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 17th day of April, 2023




Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

23-0611

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 540 032923*1133

FUND 1340

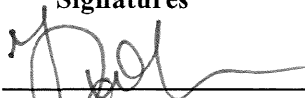
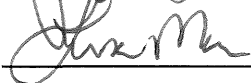
ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/	REMAINING
							ENCUMBERED As of 03/29/2023	
<u>EXPENDITURES</u>								
820-9900-9902	Operating Reserves	10,000,000	9,745,687	0	9,527,077	218,610	0	218,610
540-5003-3423	Contractual Svices - Paratransit	30,019,300	30,019,300	9,527,077		39,546,377	10,392,008	29,154,369
Total Expenditures and Balances		<u>131,359,102</u>	<u>131,359,102</u>	9,527,077	9,527,077	<u>131,359,102</u>		

PALM TRAN

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

Signatures	Date
	4/3/23
	4/7/2023

By Board of County Commissioners

At Meeting of April 18, 2023

Deputy Clerk to the
Board of County Commissioners