

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 4, 2025 [X] Consent [] Regular

Department: Palm Tran [] Ordinance [] Public Hearing

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: the second amendment to the Vehicle Lease Agreement R2024-0725, a 12 month lease agreement between the Board of County Commissioners (BCC), of Palm Beach County, Florida, and Nations Bus Corp, a California Corporation, for the leasing of three (3) coach bus vehicles to operate the Port St. Lucie Express (PSL Express) Regional Transit Pilot Program, in the amount of \$324,000, for a period beginning retroactively on September 15, 2025 through September 14, 2026. This term contract has one (1) 12 month renewal option remaining.

Summary: The PSL Express Regional Transit Pilot Program connects Palm Beach County and St. Lucie County commuters using a motor coach-style transit service; traveling north and south via I-95 providing two (2) morning and two (2) evening trips between Gatlin Park in St. Lucie County and the Intermodal Transfer Center in West Palm Beach. The rental amount for each vehicle is \$9,000 per month. The lease can be extended one (1) more time for a 12 month period with a written notification of an extension request submitted at least 30 days before the current term's maturation date. This lease agreement has been fully funded by a Public Transportation Grant Agreement (PTGA- G2S14) with the State of Florida Department of Transportation (FDOT).

The lease of the buses requires that the County indemnify and hold Lessor harmless from all loss and damage Lessor may sustain or suffer by reason of Lessee's use, maintenance or operation of the Equipment during the applicable Term. The Risk Management Department and County Attorney's Office have reviewed this indemnification requirement and advised staff accordingly. Given that liability is limited to the County's use, maintenance or operation of the buses for the St. Lucie Express route service and the statutory caps of Section 768.28, Florida Statutes, staff recommends Board of County Commissioners (BCC) approval. Countywide (MM)

Background & Justification: On November 7, 2023, the BCC approved a PTGA (G2S14) with FDOT in the amount of \$600,000 in Transit Corridor Development Program funding (CSFA 55.013) for the Port St. Lucie Express Regional Transit Pilot Program (PSL Express) coach bus lease (R20231658). On January 7, 2025, the BCC approved the first amendment to this agreement (R2025-0058), which increased the grant agreement to \$1,200,000, and fully funding the cost of leasing and insuring these vehicles.

Attachments:

- 1. Second Amendment to Vehicle Lease Agreement - Nations Bus Palm Tran
- 2. Original Vehicle Lease Agreement & Amendment- Nations Bus Palm Tran
- 3. Commercial Auto Insurance Binder
- 4. Public Transportation Grant Agreement (\$1,200,000) R2025-0058 (PTGA- G2S14)

Recommended By: Ivan Maldonado 10/17/2025

Executive Director Date

Approved By: [Signature] 10/28/25

Chief Deputy County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$324,000				
External Revenues	(\$324,000)				
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	\$0
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

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

Budget Account No:

Fund	Department	Unit	Object	RSRC
1340	542	5049	3401	

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

C. Departmental Fiscal Review: Barbara Hiller, Fiscal Manager II

III. REVIEW COMMENTS:

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


 Linda M. Smith
 OFMB
 Legal Sufficiency
 Assistant County Attorney

C. Other Department Review

Department Director

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

**SECOND AMENDMENT
TO VEHICLE LEASE AGREEMENT
(R2024 0725)**

THIS SECOND AMENDMENT TO THE VEHICLE LEASE AGREEMENT (R2025 0725) is made and entered into by and between Palm Beach County ("Lessee") and Nations Bus Corp, a CA Corporation ("Lessor") and on this _____ day of _____, 2025.

WHEREAS, on June 18, 2024, the parties entered into a lease agreement ("Agreement") for the property set forth below (the "Equipment"):

- Lease Vehicles: 2016 MCI J4500L (3 Units)
 - VINS: 2MG3JM8AGW067660, 2MG3JM8A5GW067666, 2MG3JM8A9GW067668;
- and

WHEREAS, the parties amended the Agreement to change the initial commencement dates in Item 2. **Term and Rent**, from July 15, 2024, through July 14, 2025, to September 15, 2024, through September 14, 2025; and

WHEREAS, the parties desire to exercise the first option for extension of the Agreement for the period September 15, 2025, through September 14, 2026.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the Lessor and the Lessee agree as follows:

1. Item 2. **Term and Rent** is hereby amended to provide as follows:
 - a. The first paragraph amended to read, "The term of agreement shall be for 12 months commencing on September 15, 2025, and complete all services on September 14, 2026."
 - b. Delete the first sentence of the second paragraph, in its entirety.
 - c. The third paragraph amended to read, "Term can be extended up to one (1) 12-month extension. Written notification on an extension is required at least 30 days prior to the current term's end and maturation date."
 - d. Delete the fourth paragraph, in its entirety.
2. In accordance with item 2, paragraph 4, the parties agree that the total rent amount to be paid under this Agreement by the Lessee to the Lessor shall be Three

Hundred Twenty-Four Thousand Dollars and not cents (\$324,000).

3. Except as amended herein, all other provisions of said Agreement, dated June 18, 2024, are hereby confirmed and shall remain unchanged and in full force and effect.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

ATTEST:

CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mayor

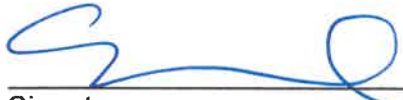
WITNESSES:



Signature

TRACY GOWANS

Name (type or print)



Signature

EVONNE DAVIS

Name (type or print)

NATIONS BUS CORP

Company Name

BY: 

Signature

David Meck

Typed Name

CFO

Title

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By _____
County Attorney

By: _____
Executive Director
Palm Tran, Inc.

VEHICLE LEASE AGREEMENT

R2024 0725

JUN 18 2024

THIS VEHICLE LEASE AGREEMENT ("Agreement") is made and entered into by and between Nations Bus Corp, a CA Corporation ("Lessor"), and Palm Beach County ("Lessee") on this 18th day of June, 2024.

1. **Equipment Covered.** Lessor leases to Lessee, and Lessee leases from Lessor, the property set forth below (the "**Equipment**"). LESSOR MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE, EXPRESS OR IMPLIED, WRITTEN OR ORAL, OF MECHANICAL CONDITION, RELIABILITY, CAPACITY, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE WHATSOEVER WITH RESPECT TO THE EQUIPMENT. The Equipment is being leased "as is."

Lease Vehicle(s) year/make/model: **2016 MCI J4500L (3 Units)**

VINS: **2MG3JM8A4GW067660, 2MG3JM8A5GW067666, 2MG3JM8A9GW067668**

2. **Term and Rent.** Initial Term shall be 12 Months commencing on the date hereof, and ending on the applicable term set forth; **July 15, 2024 through July 14, 2025** unless a different pay period is expressly agreed to by the parties.

Rent amount shall be **\$11,000** (eleven thousand) per vehicle per month. Total rent of **\$396,000** to be paid on or prior the start of the lease term. Following the end of the term, each piece of Equipment must be returned to original pick up location, Nations Bus in St. Augustine, FL.

Term can be extended up to 2 times with 12-month extensions. Written notification of an extension is required at least 30 days prior to the current term's end maturation date.

Optional extension 1- Rent shall be **\$9,000** (nine thousand) per vehicle per month. Total rent of **\$324,000** to be paid on or prior to the start of the lease extension date.

Optional extension 2- Rent shall be **\$7,000** (seven thousand) per vehicle per month. Total rent of **\$252,000** to be paid on or prior to the start of the lease extension date.

3. **Title.** This Agreement creates a lease only of the Equipment and nothing contained herein or the payment of rent hereunder shall enable Lessee to acquire any right, title, or other interest in or to the Equipment other than that of a lessee.

4. **Taxes and Other Charges.**

a. Lessee shall pay and/or be responsible for all legally applicable taxes and tax assessments, arising out of the possession, leasing, use, or operation of the Equipment during the applicable Term. Lessor shall not be obligated to pay any taxes.

b. Lessee assumes all responsibility and shall pay the cost and expense for all licensing, registrations, permits, and such other certificates as may be required for the lawful operation of the Equipment for the applicable Term, in the name of Lessee.

c. Lessee shall observe all safety rules and other requirements of regulatory bodies having jurisdiction and shall pay all fines assessed.

5. **Delivery.** Delivery of the Equipment shall be at a location mutually agreed upon by the parties – Nations Bus in St. Augustine, Florida.

6. **Maintenance and Repair.** Lessee shall purchase and pay all operating expenses such as fuel, oil, tires, repair parts, tools, equipment, consumables and all other expenses necessary for the operation of the Equipment during the applicable Term and, at Lessee's sole cost and expense keep the Equipment in good repair, mechanical condition, and operating order during the applicable Term. At the end of the applicable Term, Lessee shall return the Equipment to Nations Bus Corp in St. Augustine, FL in operating order and in the same condition and state of repair as it was at the date of delivery, except for ordinary wear and tear. In the event of a manufacturer's warranty, Lessor is assuming no liability to itself, and shall assign to Lessee the warranty as applicable during the lease term.

7. **Insurance.**

a. **Liability Insurance.** Lessee shall procure and maintain, at Lessee's sole cost and expense, a policy or policies of insurance to protect Lessee and Lessor against all loss, costs and damages for bodily injury and property damage arising out of the lease, operation, maintenance and use of the Equipment during the applicable Term. This insurance shall (i) have a minimum combined single limit for bodily injury and property damages of not less than \$5,000,000, (ii) name Lessor as an additional insured, and (iii) provide for 30 days advance written notice to Lessor of any cancellation, non-renewal or material change in the policy terms and conditions. Lessee shall provide a certificate of insurance prior to the commencement of this Agreement.

b. **Physical Damage Insurance.** Lessee shall procure and maintain, at Lessee's sole cost and expense, a policy or policies of insurance to protect Lessee and Lessor against all physical loss of or damage to the Equipment caused by collision and other perils during the applicable Term. This insurance shall (i) protect Lessee and Lessor for the actual cash value of the Equipment, (ii) name Lessor as sole loss payee, (iii) provide for 30 days advance written notice to Lessor of any cancellation, non-renewal or material change in the policy terms and conditions.

c. **Certificates.** Lessee shall provide certificates of insurance prior to the commencement of this Agreement naming Lessor Additional Insured and Loss Payee.

8. **Indemnity.** Lessee shall indemnify and hold Lessor harmless from all loss and damage Lessor may sustain or suffer by reason of Lessee's use, maintenance or operation of the Equipment during the applicable Term.

9. **Default.** If Lessee fails to perform any of the terms or conditions, or if any proceeding in bankruptcy or insolvency is instituted by or against Lessee, or Lessee makes an attempt to sell, convert, or remove the Equipment, or the Equipment be encumbered in any way (other than pursuant to Lessee's affiliate's credit facility), Lessee shall be deemed to be in default under this Agreement, and Lessor shall have the right to exercise the following nonexclusive remedies: (a) to declare the balance of the rental payable hereunder to be immediately due and payable; (b) to retake and retain the Equipment without demand or legal process free of all rights of the Lessee; and (c) pursue all rights and remedies available to Lessor at law or in equity.

10. **Waiver.** Lessor's forbearance in exercising any right or remedy available hereunder upon Lessee's breach of the terms, covenants, and conditions of this Agreement or Lessor's failure to demand the punctual performance thereof shall not be deemed a waiver of: (a) any lawful right or remedy; (b) the requirement of punctual performance; or (c) any subsequent breach or default on the part of Lessee.

11. **Notices.** All notices or other documents under this Agreement shall be in writing and delivered personally or mailed by certified mail, postage prepaid, addressed to the parties at the addresses listed at signatures or their last known address.

12. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

13. **Assignment.** This lease shall not be assigned by either Party, nor the Equipment sublet by Lessee, without prior written consent of the Lessor.

14. **Binding Effect.** The provisions of this Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. **Counterparts.** This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute but one and the same instrument. Electronic transmission of any signed original document and/or retransmission of any signed electronic transmission will be deemed the same as delivery of an original.

16. **Mileage and Return Condition.** Mileage included in lease is **65,000** Miles per year per vehicle. Mileage overage to be charged at **30** cents per mile. Return condition to be the same as delivery with the exception of normal wear and tear. Minimum return condition shall include engine, transmission, and AC in good working condition. Tires and brakes shall meet DOT regulations. Minimum return condition shall also include no broken glass and no more than \$250 of paint or bodywork required on the returned Equipment. Items not within these conditions shall be charged at normal shop rates for repair.

LESSOR
Nations Bus Corp
555 Outlet Mall Blvd
St. Augustine, FL 32084

LESSEE
Board of County Commissioners of Palm Beach Cty
2455 Vista Pkwy
West Palm Beach, FL 33411-5612

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 LESSOR has hereunto set its hand the day and year above written.

ATTEST:

R2024 0725

LESSEE:

JUN 18 2024

JOSEPH ABRUZZO
CLERK AND COMPTROLLER
COMMISSIONERS

PALM BEACH COUNTY
BOARD OF COUNTY

By: 
Deputy Clerk

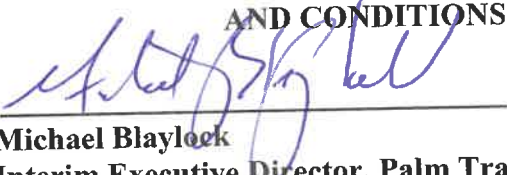
By: _____
Mayor

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: 
Maria Sachs, Mayor
Maria G. Marino Vice Mayor
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: 
County Attorney

By: 
Michael Blaylock
Interim Executive Director, Palm Tran

LESSOR:

Nations Bus Corp
Company Name

Signature

David Meck, CFO
Name & Title


Signature
Ryan O'Steen
Witness


Signature
TRACY GOWEN
Witness



NATIONS BUS CORP

555 Outlet Mall Blvd. St. Augustine, FL 320844
Ph. (904) 347-2296

USED VEHICLE BUYER'S ORDER

Order Date:	6/11/24	Salesperson:	Meck
Requested Delivery Date:	7/15/24	Quote/Deal #:	
BUYER INFORMATION:			
Company:	Board of County Commissioners of Palm Beach County	Contact Name:	Charles Hall
Address:	2455 Vista Pkwy	Work Phone:	561-274-1169
	West Palm Beach, FL 334411-5612	Cell Phone:	912-844-7103
Delivery City:	St. Augustine, FL	Email:	CHall1@pbcgov.org
DESCRIPTION OF VEHICLE(S) ORDERED:			
Number of Units:	3	Price	
Year:	2016	Additional Options:	
Make:	MCI	Extended Warranty:	
Model:	J4500L	Delivery:	Not Included
Chassis:	MCI	Doc Fee:	\$ -
Odometer:	288K, 290K, & 407K	Dealer Prep:	Included
Passenger Config:	56 w/ 2 Tie-downs	Misc Fees:	\$ -
VIN(s):	2MG3JM8A4GW067660	Registration:	Included
	2MG3JM8A5GW067666	Sales Tax:	Not Included
	2MG3JM8A9GW067668	Sub Total:	\$ -
ADDITIONAL ITEMS TO BE ADDED/REWORKED:		Deposit:	\$ 132,000.00
Safety Inspected		Net Trade Amount:	\$ -
		Balance Due Before Delivery:	\$ -
LEASING INFORMATION (Subject to Credit Approval)			
Est. Monthly Payment:	\$11,000 Per Unit + Applicable Taxes		
Number of Payments:	12		
Residual:	None- Walk-Away Lease		
DESCRIPTION OF TRADE-IN VEHICLE:			
Year(s):	Make(s):	Model(s):	
Odometer(s):	Chassis:	VIN(s):	
Lienholder (if any):	Total Payoff(s):	Total Trade Allow:	

NATIONS BUS MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED
(INC., WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE.)

Buyer acknowledges that all deposits paid by Buyer under this Buyer's Order are nonrefundable & that Buyer's obligations hereunder are not contingent upon Buyer obtaining financing or upon the occurrence of any other contingencies unless specifically listed on order. Buyer agrees that this Sales Contract, including all of the terms & conditions set forth, together with the attached Vehicle Quotation Form(s) and Trade-In Evaluation Form(s), set forth a complete & exclusive statement of the terms of the transactions. It is understood that pricing is inclusive of all manufacturers rebates. Buyer further understands that this Buyer's Order shall not be binding on Nations Bus until accepted by an authorized officer of Nations Bus. Final payments for sold vehicles must be in the form of a Cashiers Check or Wire Transfer in order for a vehicle to be released.

ACCEPTED BY:

BUYER'S SIGNATURE

DATE

NAME (Print)

NATIONS BUS CORPORATION

DATE

5-10-24

PSL Express Lease Agreement Amendment # 1

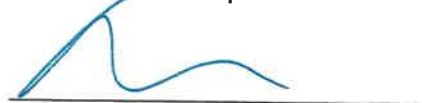
LEASE AMENDMENT

Pursuant to Item 2. TERM and RENT on lease dated 6/18/24 between Nations Bus Corp and Palm Beach County, both parties agree to amend the lease to the revise the initial term. Current term of July 15, 2024 through July 14, 2025 shall be amended to the new revised term of September 15, 2024, through September 14, 2025.

All other terms of the lease shall remain the same.

AGREED:

Nations Bus Corp



Signature

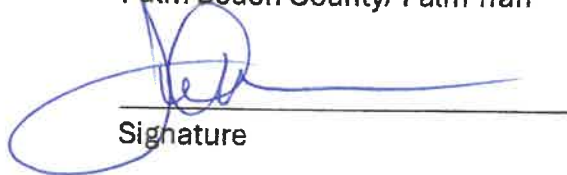
David Meck, CFO

Name & Title

9-17-24

Date

Palm Beach County/ Palm Tran



Signature

Ivan Maldonado, Executive Director

Name & Title

9/18/24

Date

74APS125846

COMPANION POLICY

72XAS010213

RENEWAL OF NUMBER

72 XAS 011362

EXCESS AUTO LIABILITY POLICY DECLARATIONS

NATIONAL FIRE & MARINE

INSURANCE COMPANY

1314 DOUGLAS STREET, SUITE 1400

OMAHA, NE 68102-1944

(a stock insurance company)

ITEM 1: NAMED INSURED & ADDRESS

PALM BEACH COUNTY BOCC ETAL

100 AUSTRALIAN AVENUE SUITE 200

WEST PALM BEACH, FL 33406

ITEM 2: Policy period FROM: 05/02/2025 12:01 AM TO 05/02/2026 12:01 A.M. Standard Time at the Named Insured's Address stated above.

ITEM 3: Primary Garaging Location: 3201 ELECTRONICS WAY
WEST PALM BEACH, FL 33406

ITEM 4: It is your declaration that the Primary Insurance shown below, with limits as shown in Item 5 below, is in force as of the effective date of this policy.

Primary Insurer's Name

Primary Insurer's Policy Number

National Indemnity Company of the South

74APS125846

It is a requirement of this policy that we be notified in the event of termination or modification of any Primary Insurance

ITEM 5: Our limit of liability for each such coverage shall be only as shown below and as stated in the "Insuring Agreement" in this policy, and shall be subject to the terms and conditions of this policy.

Coverage	Company Excess Limits of Liability	Primary Insurance Limits of Liability	PREMIUM
LIABILITY Combined Single Limit (CSL)	\$4,000,000 CSL	\$1,000,000 CSL	\$88,421
FORMS AND ENDORSEMENTS CONTAINED IN THIS POLICY AT ITS INCEPTION		PREMIUM FOR ENDORSEMENTS	\$
See M-4572 (12/94)		ESTIMATED TOTAL PREMIUM	\$ 88,421
POLICY SUBJECT TO A FULLY EARNED POLICYWRITING MINIMUM PREMIUM OF \$ 0 IF CANCELLED BY THE INSURED.			

+ Policy Fees: \$2,500.00

= Grand Total (Inc. policy premium): \$90,921.00

Countersigned At TAMPA, FL

By

AUTHORIZED SIGNATURE

In Witness whereof, we have caused this policy to be executed and attested.

Secretary

President

SCHEDULE OF FORMS AND ENDORSEMENTS AT POLICY INCEPTION

POLICY #	72 XAS 011362	
INSURED	PALM BEACH COUNTY BOCC ETAL	
EFFECTIVE	<u>05/02/2025 12:01 AM</u>	
FM 4620c	03/2006	Excess Auto Liability Declarations Page
M 4572	12/1994	Schedule of Forms
M 5697	12/2021	Excess Auto Liability Coverage Form
M 5979	05/2020	Communicable Disease Exclusion - Excess
M 5377	10/2015	Notice of Service of Suit

EXCESS AUTO COVERAGE FORM

For use only when the Primary Insurer is one of the following affiliated companies: National Indemnity Company, Columbia Insurance Company, National Fire & Marine Insurance Company, National Liability & Fire Insurance Company, National Indemnity Company of the South, National Indemnity Company of Mid-America, Cypress Insurance Company, Redwood Fire and Casualty Insurance Company, Oak River Insurance Company, Berkshire Hathaway Homestate Insurance Company, Continental Divide Insurance Company, and BHHC Special Risks Insurance Company.

EXCESS AUTO POLICY

In return for your payment of the premium charged and subject to all the terms and conditions of this policy, we agree with you as follows:

A. INSURING AGREEMENT

Subject to the Company Excess Limits of Liability shown in Item 5 of the Declarations and the terms and conditions of this policy, we will indemnify the Insured, as Insured is defined in the "Primary Insurance", for "Loss" which exceeds the Primary Insurance Limits of Liability shown in Item 5 of the Declarations of this policy. Our obligation shall apply only if both the "Primary Insurance" and this policy cover the "Loss" and only after the "Primary Insurance" has paid the Primary Insurance Limits of Liability shown in Item 5 of the Declarations of this policy.

This policy shall apply only in excess of the "Primary Insurance" Limits of Liability. This policy shall not replace the "Primary Insurance" nor shall our liability or obligations be increased or expanded as a result of the receivership, insolvency, liquidation or inability or refusal to pay of the "Primary Insurance".

Regardless of the number of autos covered under the "Primary Insurance", or the number of Insureds, premiums paid, claims made or vehicles involved in the accident, the most we will pay for "Loss" resulting from any one accident is the Company Excess Limits of Liability shown in Item 5 of the Declarations of this policy.

We shall not have any duty to investigate or defend any claim or suit. We shall have the right, however, to associate in the defense, trial and appeal of any claim or suit which, in our opinion, may create liability under this policy.

This policy applies only to accidents which occur during the policy period shown in Item 2 of the Declarations of this policy.

B. DEFINITIONS

"Loss" means that amount paid to settle claims or satisfy final judgments which an Insured legally must pay for Bodily Injury, Property Damage, or Covered Pollution Cost or Expense, as those terms are defined in the "Primary Insurance", caused by an accident and resulting from the ownership, maintenance or use of an auto that is covered under the "Primary Insurance", after making deductions for recoveries, salvage and other insurance (except the "Primary Insurance"), whether collectible or not. "Loss" does not include prejudgment or post-judgment interest, or expenses for investigation, defense or appeal, attorneys' fees or other supplementary payments, even though the "Primary Insurance" may include coverage for these payments.

"Primary Insurance" means the policy of auto liability insurance described in Item 4 of the Declarations of this policy.

C. CONDITIONS

1. Except where any provision in this policy provides to the contrary, this policy is subject to all the terms, conditions, agreements, warranties, definitions, exclusions and limitations of the "Primary Insurance". You are required to advise us promptly, with copies, of any and all changes to the "Primary Insurance".

2. **Maintenance of "Primary Insurance":**
You must keep the "Primary Insurance", or any renewals or replacements thereof, in effect during the period of this policy. The limits of "Primary Insurance" must be maintained without reduction.
3. **Premium Adjustments:**
The premium charged for this insurance shall be adjusted as of the effective date of any change in this policy or the "Primary Insurance" policy, according to our manual rules, rates, procedures and premiums which apply to this insurance at the time of such change.
4. **Notice of Accident:**
Written notice of any accident which may result in a "Loss", whether or not it appears likely to involve this policy, and whether or not you believe that you have any liability, shall be given to us promptly by you or on your behalf.
5. **Rights of Recovery:**
When any payment is made under this policy, we will have the right to participate in the exercise of the Insured's rights of recovery against any person or organization liable. Any recoveries shall be applied first to reimburse any interests (including the Insured's) that may have paid any amounts in excess of our liability under this policy; then to reimburse us for any payment hereunder; and last to reimburse such interests (including the Insured's) as to which this policy is excess. A different method of apportioning any recovery may be made to effect a claims settlement, if agreed to in writing by us. Reasonable expenses incurred in the exercise of their rights of recovery shall be apportioned among all interests in the ratio of their respective recoveries.
6. **Policy Terms:**
The terms of this policy cannot be waived or changed, except by an endorsement issued to form a part of this policy. All endorsements issued after the policy inception must be signed by our duly authorized representative.
7. **Assignment:**
We will not be bound to any assignment of interest without our written consent.
8. **Excess Insurance:**
This insurance is excess over any other insurance whether the other insurance is stated to be primary, pro rata, contributory, excess, contingent, or on any other basis; unless the other insurance is issued to the Named Insured shown in the Declarations of this policy and is written explicitly to apply in excess of the Company Excess Limits of Liability shown in item 5 of the Declarations of this policy.
9. **Two Or More Coverage Forms Or Policies Issued By Us:**
If this coverage form and any other coverage form or policy issued to you by us or any company affiliated with us apply to the same "accident" on an excess basis, the aggregate maximum Limit of Insurance under all the coverage forms or policies that apply on an excess basis shall not exceed the highest applicable Limit of Insurance under any one coverage form or policy which applies on an excess basis. This condition does not apply to any coverage form or policy issued by us or an affiliated company specifically to apply as excess insurance over this coverage form.
10. **Legal Action Against Us:**
We shall not have any obligation to indemnify the Insured under this policy for a "Loss" and no one may bring a legal action against us under this policy until:
 - a. there has been full compliance with all of the terms and conditions of this policy;
 - b. the primary insurer has paid the Primary Insurance Limits of Liability stated in Item 5 of the Declarations of this policy for that "Loss"; and
 - c. the "Loss" has been determined in a settlement to which we have agreed in writing or by final judgment.No one has the right under this policy to bring us into an action to determine the Insured's liability.

11. Cancellation:

- a. In the event of cancellation, non-renewal or other termination of any policy of "Primary Insurance" listed in Item 4 of the Declarations of this policy, this policy shall be cancelled automatically, and without notice, effective on the same date and at the same time as the "Primary Insurance". We are not obligated to reinstate this policy upon replacement of the "Primary Insurance".
- b. The first Named Insured may cancel this policy by returning it to us on or before the date the cancellation is to take effect or by giving us advance written notice of the date cancellation is to take effect. Cancellation by the first Named Insured shall be deemed cancellation by all insureds.

We may cancel this policy by giving the first Named Insured written notice of cancellation, at the last address shown in this policy, stating when the cancellation is to become effective. Notice to the first Named Insured shall constitute notice to all insureds. If we cancel for non-payment of premium, the cancellation will become effective not less than ten (10) days after mailing. If we cancel the policy for any other reason, we will provide the first Named Insured with notice in the form and according to the procedures for giving notice set forth by the laws in effect in the first Named Insured's state as shown on the policy or, if there is no law in that state setting forth the required notice, the cancellation will be effective not less than thirty (30) days after mailing. Proof of mailing of any notice shall be sufficient proof of notice.

The effective date of cancellation as stated in the notice shall become the end of the policy period.

- c. If this policy is cancelled under Subsections (a) or (b) of this Condition 11, the first Named Insured may be entitled to a premium refund. If so, we will send the first Named Insured the refund on behalf of all insureds entitled to the refund. However, our making or offering to make a refund is not a condition of cancellation. If the first Named Insured cancels, the refund, if any, will be computed in accordance with our customary procedures. If we cancel, the refund, if any, will be computed pro rata.

12. Declarations:

By your acceptance of this policy, you agree that the statements in the Declarations of this policy are your statements, agreements and representations; that this policy is issued in reliance upon the truth of such representations; and that this policy represents all of the agreements existing between you and us, or any of our agents relating to this insurance.

D. EXCLUSIONS

1. Punitive or Exemplary Damages:

This insurance does not apply to punitive or exemplary damages. However, this exclusion shall not apply to punitive damages awarded pursuant to the Alabama wrongful death statutes.

2. Exclusion of Certain Underlying Coverages:

This policy does not provide uninsured motorists coverage, underinsured motorists coverage, no-fault coverage, medical payments coverage, first party personal injury protection coverage, garagekeepers coverage, auto in-tow coverage, physical damage coverage, first party property damage protection coverage or any other coverage similar to the foregoing, regardless of whether such coverage is provided by the "Primary Insurance".

3. Nuclear Energy Liability Exclusion (Broad Form)

- a. The insurance does not apply to "Loss":

- (1) With respect to which an Insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
- (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- b. The insurance does not apply to "Loss" resulting from the "hazardous properties" of "nuclear material," if:
- (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an Insured or (b) has been discharged or dispersed therefrom; or
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
 - (3) The bodily injury or "property damage" arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility," but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
- c. As used in this exclusion:
- (1) "Hazardous properties" include radioactive, toxic or explosive properties;
 - (2) "Nuclear material" means "source material," "special nuclear material" or "by-product material";
 - (3) "Source material," "special nuclear material," and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
 - (4) "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor";
 - (5) "Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility."
 - (6) "Nuclear facility" means:
 - (a) Any "nuclear reactor";
 - (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel," or (3) handling, processing or packaging "waste";
 - (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
 - (7) "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;
 - (8) "Property damage" includes all forms of radioactive contamination of property.

IN WITNESS WHEREOF, we have caused this policy to be executed and attested. This policy shall not be valid unless countersigned on the Declarations page by an authorized representative.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMUNICABLE DISEASE EXCLUSION – EXCESS

This endorsement modifies insurance provided under the following:

EXCESS AUTO COVERAGE FORM

The following exclusion is added to Section D. Exclusions:

This insurance does not apply to:

Communicable Disease

“Bodily injury”, “property damage”, or “covered pollution cost or expense” arising out of or resulting from a “communicable disease”.

For the purposes of this endorsement, a “communicable disease” includes but is not limited to an infectious, communicable, or contagious disease, bacteria, virus, or illness.

This exclusion applies but is not limited to claims or allegations arising from or related to the:

- a. Supervising, hiring, employing, training or monitoring by any person or organization of anyone that may be infected with a “communicable disease”;
- b. Testing or failing to test for a “communicable disease”;
- c. Failing to inspect, clean, disinfect or take other precautions to neutralize or eliminate a “communicable disease”;
- d. Inadequately inspecting, neutralizing, cleaning, disinfecting or taking other precautions to neutralize or eliminate a “communicable disease”;
- e. Failing to prevent or slow the spread of the “communicable disease”; or
- f. Failing to report the “communicable disease” to authorities.

All other terms, conditions and agreements of the policy shall remain unchanged.

Company Name National Fire & Marine Insurance Company	Policy Number 72 XAS 011362
Named Insured PALM BEACH COUNTY BOCC ETAL	Endorsement Effective 05/02/2025 12:01 AM
	Countersigned by 

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

NOTICE OF SERVICE OF SUIT

If required by your state statutes, we will designate the Commissioner of Insurance of your state, or any other officer specified by your state statutes, or their successors in office, as our true and lawful attorney for Service of Suit instituted by you, or on your behalf, or on behalf of your beneficiary, in regard to your policy, and designate that such process should be mailed to the Company Home Office address listed below.

President

National Fire & Marine Insurance Company

1314 Douglas Street, Suite 1400

Omaha, NE 68102-1944

All other terms, conditions, and agreements of the policy shall remain unchanged.

Company Name National Fire & Marine Insurance Company	Policy Number 72 XAS 011362
	Endorsement Effective 05/02/2025 12:01 AM
Named Insured PALM BEACH COUNTY BOCC ETAL	Countersigned by 

(Authorized Representative)

(The Attaching Clause need be completed only when this endorsement is issued subsequent to preparation of the policy.)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 07/22

Financial Project Number(s): (item-segment-phase-sequence)	Fund(s):	DDR	FLAIR Category:	088774
453192-1-84-01	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:		Vendor Number:	
Contract Number: G2S14	Federal Award Date:		Amendment No.:	1
CFDA Number: N/A	SAM/UEI Number:	XL2DNFMPCR44		
CFDA Title: N/A				
CSFA Number: 55.013				
CSFA Title: Transit Corridor Development Program				

THIS AMENDMENT TO THE PUBLIC TRANSPORTATION GRANT AGREEMENT ("Amendment") is made and entered into on _____, by and between the State of Florida, Department of Transportation ("Department"), and Palm Beach County BOCC, ("Agency"), collectively referred to as the "Parties."

RECITALS **R 2025 0058** **JAN 07 2025**

WHEREAS, the Department and the Agency on 12/12/2023 (date original Agreement entered) entered into a Public Transportation Grant Agreement ("Agreement").

WHEREAS, the Parties have agreed to modify the Agreement on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants in this Amendment, the Agreement is amended as follows:

1. **Amendment Description.** The project is amended
2. **Program Area.** For identification purposes only, this Agreement is implemented as part of the Department program area selected below (select all programs that apply):

— Aviation

— Seaports

X Transit

— Intermodal

— Rail Crossing Closure

— Match to Direct Federal Funding (Aviation or Transit)

(Note: Section 15 and Exhibit G do not apply to federally matched funding)

— Other
3. **Exhibits.** The following Exhibits are updated, attached, and incorporated into this Agreement:

X Exhibit A: Project Description and Responsibilities

X Exhibit B: Schedule of Financial Assistance

— *Exhibit B1: Deferred Reimbursement Financial Provisions

— *Exhibit B2: Advance Payment Financial Provisions

— *Exhibit C: Terms and Conditions of Construction

X Exhibit D: Agency Resolution

— Exhibit E: Program Specific Terms and Conditions

— Exhibit F: Contract Payment Requirements

X *Exhibit G: Financial Assistance (Single Audit Act)

— *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
PUBLIC TRANSPORTATION
AMENDMENT TO THE PUBLIC TRANSPORTATION
GRANT AGREEMENT

Form 725-000-03
STRATEGIC
DEVELOPMENT
OGC 07/22

X *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
— *Additional Exhibit(s):

4. Project Cost.

The estimated total cost of the Project is X increased/ decreased by \$600,000 bringing the revised total cost of the project to \$1,200,000.

The Department's participation is X increased/ decreased by \$600,000. The Department agrees to participate in the Project cost up to the maximum amount of \$1,200,000, and, additionally the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project.

Except as modified, amended, or changed by this Amendment, all of the terms and conditions of the Agreement and any amendments thereto shall remain in full force and effect.

R 2025 0058 JAN 07 2025

IN WITNESS WHEREOF, the Parties have executed this Amendment on the day and year written above.

AGENCY Palm Beach County BOCC STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: _____
Title: _____

By: _____
Name: John P. Krane, P.E.
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

Legal Review: _____

ATTEST: JOSEPH ABRUZZO, CLERK AND COMPTROLLER

By _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY


Palm Beach County Attorney

APPROVED AS TO TERMS AND CONDITIONS

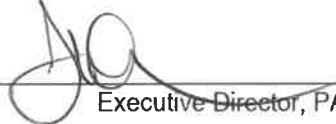

Executive Director, PALM TRAN

EXHIBIT A

Project Description and Responsibilities

A. Project Description (description of Agency's project to provide context, description of project components funded via this Agreement (if not the entire project)): Trans Corr. PSLX Lease

B. Project Location (limits, city, county, map): Palm Beach County BOCC/West Palm Beach, FL/Palm Beach

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): "As funding allows, this program will consider improvements on facilities designed to prevent them from becoming constrained. Transit Corridor Project is defined as a project identified in a Transit Development Plan, Congestion Management System, or other formal study undertaken by a public agency

designed to relieve congestion and improve capacity within an identified corridor, by increasing people carrying capacity through the use and facilitated movement of high occupancy conveyances. Capital costs may include rolling stock, the purchase of land and right of way, construction and installation of facilities, and corridor road improvements such as turn lanes, traffic controls and high occupancy lanes. Operational costs may include pre-service reparations, operating deficits, marketing, administration, security and traffic control, equipment leases, commuter transportation services, carpool and/or vanpool activities, and other demand management strategies."

D. Deliverable(s):

The project scope identifies the ultimate project deliverables. Deliverables for requisition, payment and invoice purposes will be the incremental progress made toward completion of project scope elements. Supporting documentation will be quantifiable, measurable, and verifiable, to allow for a determination of the amount of incremental progress that has been made, and provide evidence that the payment requested is commensurate with the accomplished incremental progress and costs incurred by the Agency.

E. Unallowable Costs (including but not limited to):

F. Transit Operating Grant Requirements (Transit Only):

Transit Operating Grants billed as an operational subsidy will require an expenditure detail report from the Agency that matches the invoice period. The expenditure detail, along with the progress report, will be the required deliverables for Transit Operating Grants. Operating grants may be issued for a term not to exceed three years from execution. The original grant agreement will include funding for year one. Funding for years two and three will be added by amendment as long as the grantee has submitted all invoices on schedule and the project deliverables for the year have been met.

EXHIBIT B

Schedule of Financial Assistance
TRANSIT OPERATING ONLY

FUNDS AWARDED TO THE AGENCY PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

A. Fund Type and Fiscal Year:

Financial Project Number	Fund Type	FLAIR Category	State Fiscal Year	Object Code	CSFA/CFDA Number	CSFA/CFDA Title or Funding Source Description	Funding Amount
453192-1-84-01	DDR	088774	2024	751000	55.013	Transit Corridor Development Program	\$600,000.00
453192-1-84-01	DDR	088774	2025	751000	55.013	Transit Corridor Development Program	\$600,000.00
Total Financial Assistance							\$1,200,000.00

B. Operations Phase - Estimate of Project Costs by Budget Category:

Budget Categories <i>Operations (Transit Only) *</i>	State	Local	Federal	Total
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$1,200,000	\$0	\$0	\$1,200,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$1,200,000	\$0	\$0	\$1,200,000

* Budget category amounts are estimates and can be shifted between items without amendment (because they are all within the Operations Phase).

C. Cost Reimbursement

The Agency will submit invoices for cost reimbursement on a:

- ☐ Monthly
☐ Quarterly
☐ Other:

basis upon the approval of the deliverables including the expenditure detail provided by the Agency.

Scope Code and/or Activity Line Item (ALI) (Transit Only)	00901:300-00
--	--------------

BUDGET/COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:

I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, Florida Statutes. Documentation is on file evidencing the methodology used and the conclusions reached.

Department Grant Manager Name

SignatureDate

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
**PUBLIC TRANSPORTATION
GRANT AGREEMENT EXHIBITS**

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 07/22

EXHIBIT D
AGENCY RESOLUTION

PLEASE SEE ATTACHED

EXHIBIT G

AUDIT REQUIREMENTS FOR AWARDS OF STATE FINANCIAL ASSISTANCE

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:~

Awarding Agency: Florida Department of Transportation
State Project Title: Transit Corridor Development Program
CSFA Number: 55.013
***Award Amount:** \$1,200,000

*The award amount may change with amendments

Specific project information for CSFA Number 55.013 is provided at: <https://apps.fldfs.com/fsaa/searchCatalog.aspx>

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.013 are provided at:
<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

