

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs	\$99,000	\$297,000			
External Revenues	(\$99,000)	(\$297,000)			
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$0	\$0	\$0	\$0	
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

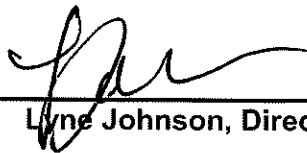
- Is Item Included in the Current Budget? Yes No
 Does this item include the use of federal funds? Yes No
 Does this item include the use of state funds? Yes No

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:


 Lynne Johnson, Director of Admin Services

III. REVIEW COMMENTS:

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

Assess 6/7/24
 OFMB JH 6/7/24
 V.S 6/7/24

Brenda J. Smith
 Contract Dev. & 6/7/24

B. Legal Sufficiency

Assistant County Attorney 6/10/2024
 Assistant County Attorney

C. Other Department Review

 Department Director

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

Background and Policy Issues: 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. The PSL Express will utilize Coach-styled buses to transport riders along the designated routes. An interlocal agreement with St. Lucie County on the maintenance for this service will be brought to the BCC for approval prior to the start of this service.

VEHICLE LEASE AGREEMENT

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:

LESSEE:

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: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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 ADAMS

Witness



NATIONS BUS SALES

NATIONS BUS CORP

555 Outlet Mall Blvd. St. Augustine, FL 320844

Ph. (904) 347-2296

USED VEHICLE BUYER'S ORDER

Order Date:	<u>6/11/24</u>	Salesperson:	<u>Meek</u>
Requested Delivery Date:	<u>7/15/24</u>	Quote/Deal #:	_____

BUYER INFORMATION:			
Company:	<u>Board of County Commissioners of Palm Beach County</u>	Contact Name:	<u>Charles Hall</u>
Address:	<u>2455 Vista Pkwy</u>	Work Phone:	<u>561-274-1169</u>
	<u>West Palm Beach, FL 334411-5612</u>	Cell Phone:	<u>912-844-7103</u>
Delivery City:	<u>St. Augustine, FL</u>	Email:	<u>CHall1@pbcgov.org</u>

DESCRIPTION OF VEHICLE(S) ORDERED:		Price each	Extended Price
Number of Units:	<u>3</u>	Price	\$ -
Year:	<u>2016</u>	Additional Options:	\$ -
Make:	<u>MCI</u>	Extended Warranty:	\$ -
Model:	<u>J4500L</u>	Delivery:	Not Included
Chassis:	<u>MCI</u>	Doc Fee:	\$ -
Odometer:	<u>288K, 290K, & 407K</u>	Dealer Prep:	Included
Passenger Config:	<u>56 w/ 2 Tie-downs</u>	Misc Fees:	\$ -
VIN(s):	<u>2MG3JM8A4GW067660</u>	Registration:	Included
	<u>2MG3JM8A5GW067666</u>	Sales Tax:	Not Included
	<u>2MG3JM8A9GW067668</u>	Sub Total:	\$ -
ADDITIONAL ITEMS TO BE ADDED/REWORKED:		Deposit:	\$ 132,000.00
<u>Safety Inspected</u>		Net Trade Amount:	\$ -
		Balance Due Before Delivery:	\$ 396,000.00

LEASING INFORMATION (Subject to Credit Approval)	
Est. Monthly Payment:	<u>\$11,000 Per Unit + Applicable Taxes</u>
Number of Payments:	<u>12</u>
Residual:	<u>None- Walk-Away Lease</u>

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:	_____

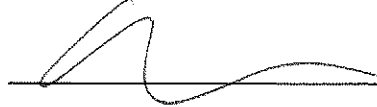
**NATIONS BUS MAKES NO WARRANTIES, EITHER EXPRESSED OR IMPLIED
(INC., WITHOUT LIMITATION, WARRANTIES AS TO MERCHANTABILITY & FITNESS FOR A PARTICULAR PURPOSE.)**

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

VEHICLE LEASE AGREEMENT

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 _____ day of _____, 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:

LESSEE:

JOSEPH ABRUZZO
CLERK AND COMPTROLLER
COMMISSIONERS:

PALM BEACH COUNTY
BOARD OF COUNTY

By: _____
Deputy Clerk

By: _____
Mayor

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

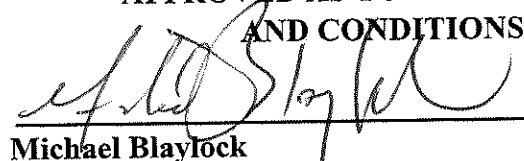
By: _____
Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

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 GOWERS

Witness



NATIONS BUS SALES

NATIONS BUS CORP

555 Outlet Mall Blvd. St. Augustine, FL 320844

Ph. (904) 347-2296

USED VEHICLE BUYER'S ORDER

Order Date:	<u>6/11/24</u>	Salesperson:	<u>Meck</u>
Requested Delivery Date:	<u>7/15/24</u>	Quote/Deal #:	_____

BUYER INFORMATION:			
Company:	<u>Board of County Commissioners of Palm Beach County</u>	Contact Name:	<u>Charles Hall</u>
Address:	<u>2455 Vista Pkwy</u>	Work Phone:	<u>561-274-1169</u>
	<u>West Palm Beach, FL 334411-5612</u>	Cell Phone:	<u>912-844-7103</u>
Delivery City:	<u>St. Augustine, FL</u>	Email:	<u>CHall1@pbegov.org</u>

DESCRIPTION OF VEHICLE(S) ORDERED:		Price each	Extended Price
Number of Units:	<u>3</u>	Price	\$ -
Year:	<u>2016</u>	Additional Options:	\$ -
Make:	<u>MCI</u>	Extended Warranty:	\$ -
Model:	<u>J4500L</u>	Delivery:	Not Included
Chassis:	<u>MCI</u>	Doc Fee:	\$ -
Odometer:	<u>288K, 290K, & 407K</u>	Dealer Prep:	Included
Passenger Config:	<u>56 w/ 2 Tie-downs</u>	Misc Fees:	\$ -
VIN(s):	<u>2MG3JM8A4GW067660</u>	Registration:	Included
	<u>2MG3JM8A5GW067666</u>	Sales Tax:	Not Included
	<u>2MG3JM8A9GW067668</u>	Sub Total:	\$ -
ADDITIONAL ITEMS TO BE ADDED/REWORKED:		Deposit:	\$ 132,000.00
<u>Safety Inspected</u>		Net Trade Amount:	\$ -
		Balance Due Before Delivery:	\$ 396,000.00

LEASING INFORMATION (Subject to Credit Approval)	
Est. Monthly Payment:	<u>\$11,000 Per Unit + Applicable Taxes</u>
Number of Payments:	<u>12</u>
Residual:	<u>None- Walk-Away Lease</u>

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



National Indemnity group of insurance companies
 1314 Douglas Street, Suite 1400
 Omaha, NE 68102-1944

Commercial Auto Insurance Binder

PALM TRAN INC
 100 AUSTRALIAN AVENUE SUITE 200
 WEST PALM BEACH, FL 33406

Policy Term: 05/02/2024 10:48 AM to 05/02/2025 12:01 AM
 Policy Number: 74APS118318
 Minimum Earned Premium: \$0
 Business Description: EXPRESS BUS ROUTE / PUBLIC TRANSPORTION

Total Policy Premium: 274,308

Issued by: CRC Insurance Services, Inc. (Tampa, FL)

THIS BINDER IS A TEMPORARY CONTRACT, SUBJECT TO THE CONDITIONS SHOWN ON THE BOTTOM OF THIS FORM.
 Thank you for your recent order for coverage. We are pleased to bind coverage (FOR 30 DAYS) effective 05/02/2024 10:48 AM with National Indemnity Company of the South.

Coverage Information

Coverage	Limit
Liability (BI & PD) Liability applies to scheduled autos only.	\$1,000,000 Combined Single Limit
Uninsured Motorist - Nonstacked (BI)	\$1,000,000 Combined Single Limit (BI Only)
Personal Injury Protection	
Total Aggregate Limit	Up to \$10,000
Death Benefits	\$5,000 (included in aggregate)
Medical Expenses	80% of medical expenses subject to total aggregate limit
Work Loss	60% of work loss subject to total aggregate limit
Replacement Services Expense	Subject to total aggregate limit
Physical Damage	See Vehicle Information. Only covered if a value and deductibles are listed.

Vehicle Information

1. 2016 MCI BUS Physical Damage Stated Value: \$326,700	VIN: 2MG3JM8A4GW067660 Comprehensive / Collision Deductibles: \$5,000 / \$5,000
2. 2016 MCI BUS Physical Damage Stated Value: \$326,700	VIN: 2MG3JM8A5GW067666 Comprehensive / Collision Deductibles: \$5,000 / \$5,000
3. 2016 MCI BUS Physical Damage Stated Value: \$326,700	VIN: 2MG3JM8A5GW067668 Comprehensive / Collision Deductibles: \$5,000 / \$5,000

Interested Third Parties

Certificate Holders

FLORIDA DEPARTMENT OF HIGHWAY SAFETY NEIL KIRKMAN BUILDING, 2900 APALACHEE TALLAHASSEE, FL 32399

Special Conditions:

This binder may be cancelled by the Company by notice to the insured in accordance with the policy conditions. This binder is cancelled when replaced by a policy. If this binder is not replaced by a policy, the Company is entitled to charge a premium for the binder according to the Rules and Rates in use by the Company.



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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 4/28/2023

R2023 1658

Financial Project Number(s): <small>(item-segment-phase-sequence)</small> 453192-1-84-01	Fund(s):	DDR	FLAIR Category:	088774
	Work Activity Code/Function:	215	Object Code:	751000
	Federal Number/Federal Award		Org. Code:	55042010429
	Identification Number (FAIN) – Transit only:		Vendor Number:	VF596000785153
Contract Number: G2S14	Federal Award Date:			
CFDA Number: N/A	Agency SAM/UEI Number:			
CFDA Title: N/A				
CSFA Number: 55.013				
CSFA Title: Transit Corridor Development Program				

THIS PUBLIC TRANSPORTATION GRANT AGREEMENT ("Agreement") is entered into ^{12/12/2023 | 7:42 PM EST} by and between the State of Florida, Department of Transportation, ("Department"), and the Palm Beach County Board of County Commissioners, ("Agency"). The Department and the Agency are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties."

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

- 1. Authority.** The Agency, by Resolution or other form of official authorization, a copy of which is attached as Exhibit "D", Agency Resolution and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section(s) 341.000, Florida Statutes, to enter into this Agreement.
- 2. Purpose of Agreement.** The purpose of this Agreement is to provide for the Department's participation in funding for the Port St. Lucie Express Regional Transit Pilot coach lease, as further described in Exhibit "A", Project Description and Responsibilities, attached and incorporated into this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.
- 3. 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
 - Transit
 - Intermodal
 - Rail Crossing Closure
 - Match to Direct Federal Funding (Aviation or Transit)
 - Other
- (Note: Section 15 and Exhibit G do not apply to federally matched funding)

- 4. Exhibits.** The following Exhibits are attached and incorporated into this Agreement:

- Exhibit A: Project Description and Responsibilities
- Exhibit B: Schedule of Financial Assistance
- *Exhibit B1: Deferred Reimbursement Financial Provisions
- *Exhibit B2: Advance Payment Financial Provisions
- *Exhibit B3: Alternative Advanced Pay (Transit Bus Program)
- *Exhibit C: Terms and Conditions of Construction
- Exhibit D: Agency Resolution
- Exhibit E: Program Specific Terms and Conditions
- Exhibit F: Contract Payment Requirements
- *Exhibit G: Audit Requirements for Awards of State Financial Assistance

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 4/26/2023

- ___ *Exhibit H: Audit Requirements for Awards of Federal Financial Assistance
 ___ *Exhibit I: Certification of Disbursement of Payment to Vehicle and/or Equipment Vendor
 ___ *Additional Exhibit(s):

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

5. **Time.** Unless specified otherwise, all references to "days" within this Agreement refer to calendar days.
6. **Term of Agreement.** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through **September 30, 2027**. If the Agency does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department.
- a. ___ If this box is checked the following provision applies:
- Unless terminated earlier, work on the Project shall commence no later than the ___ day of ___, or within ___ days of the issuance of the Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.
7. **Amendments, Extensions, and Assignment.** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred, or otherwise encumbered by the Agency under any circumstances without the prior written consent of the Department.
8. **Termination or Suspension of Project.** The Department may, by written notice to the Agency, suspend any or all of the Department's obligations under this Agreement for the Agency's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected.
- a. Notwithstanding any other provision of this Agreement, if the Department intends to terminate the Agreement, the Department shall notify the Agency of such termination in writing at least thirty (30) days prior to the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.
- c. If the Agreement is terminated before performance is completed, the Agency shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed the equivalent percentage of the Department's maximum financial assistance. If any portion of the Project is located on the Department's right-of-way, then all work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.
- d. In the event the Agency fails to perform or honor the requirements and provisions of this Agreement, the Agency shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.
- e. The Department reserves the right to unilaterally cancel this Agreement for failure by the Agency to comply with the Public Records provisions of Chapter 119, Florida Statutes.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/26/2023

9. Project Cost:

- a. The estimated total cost of the Project is \$600,000. This amount is based upon **Exhibit "B", Schedule of Financial Assistance**. The timeline for deliverables and distribution of estimated amounts between deliverables within a grant phase, as outlined in **Exhibit "B", Schedule of Financial Assistance**, may be modified by mutual written agreement of the Parties and does not require execution of an **Amendment to the Public Transportation Grant Agreement**. The timeline for deliverables and distribution of estimated amounts between grant phases requires an amendment executed by both Parties in the same form as this Agreement.
- b. The Department agrees to participate in the Project cost up to the maximum amount of \$600,000 and, the Department's participation in the Project shall not exceed 100.00% of the total eligible cost of the Project, and as more fully described in **Exhibit "B", Schedule of Financial Assistance**. The Agency agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

10. Compensation and Payment:

- a. **Eligible Cost.** The Department shall reimburse the Agency for allowable costs incurred as described in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**.
- b. **Deliverables.** The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A", Project Description and Responsibilities**. Modifications to the deliverables in **Exhibit "A", Project Description and Responsibilities** requires a formal written amendment.
- c. **Invoicing.** Invoices shall be submitted no more often than monthly by the Agency in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable, and verifiable deliverables as established in **Exhibit "A", Project Description and Responsibilities**. Deliverables and costs incurred must be received and approved by the Department prior to reimbursement. Requests for reimbursement by the Agency shall include an invoice, progress report, and supporting documentation for the deliverables being billed that are acceptable to the Department. The Agency shall use the format for the invoice and progress report that is approved by the Department.
- d. **Supporting Documentation.** Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum standards or level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A", Project Description and Responsibilities** has been met. All costs invoiced shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in proper detail the nature and propriety of charges as described in **Exhibit "F", Contract Payment Requirements**.
- e. **Travel Expenses.** The selected provision below is controlling regarding travel expenses:
 Travel expenses are NOT eligible for reimbursement under this Agreement.
 Travel expenses ARE eligible for reimbursement under this Agreement. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061,

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/26/2023

Florida Statutes, and the most current version of the Department's Disbursement Handbook for Employees and Managers.

- f. **Financial Consequences.** Payment shall be made only after receipt and approval of deliverables and costs incurred unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes, or the Department's Comptroller under Section 334.044(29), Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within thirty (30) days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency will not be reimbursed. If the deficiency is subsequently resolved, the Agency may bill the Department for the amount that was previously not reimbursed during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of the Agreement's term.
- g. **Invoice Processing.** An Agency receiving financial assistance from the Department should be aware of the following time frames. Inspection or verification and approval of deliverables shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the deliverables are received, inspected or verified, and approved.
- If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agency who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- h. **Records Retention.** The Agency shall maintain an accounting system or separate accounts to ensure funds and projects are tracked separately. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the Project records, together with supporting documents and records, of the Contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
- i. **Progress Reports.** Upon request, the Agency agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.
- j. **Submission of Other Documents.** The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department

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

Form 726-000-01
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

may require as listed in **Exhibit "E", Program Specific Terms and Conditions** attached to and incorporated into this Agreement.

- k. **Offsets for Claims.** If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement that it has with the Agency owing such amount if, upon written demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.
- l. **Final Invoice.** The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.
- m. **Department's Performance and Payment Contingent Upon Annual Appropriation by the Legislature.** The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Agency. See **Exhibit "B", Schedule of Financial Assistance** for funding levels by fiscal year. Project costs utilizing any fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.
- n. **Limits on Contracts Exceeding \$25,000 and Term more than 1 Year.** In the event this Agreement is in excess of \$25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
- "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000 and which have a term for a period of more than 1 year."
- o. **Agency Obligation to Refund Department.** Any Project funds made available by the Department pursuant to this Agreement that are determined by the Department to have been expended by the Agency in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Agency files shall not constitute a waiver of the Department's rights as the funding agency to verify all information at a later date by audit or investigation.
- p. **Non-Eligible Costs.** In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs that are not provided for in **Exhibit "A", Project Description and Responsibilities**, and as set forth in **Exhibit "B", Schedule of Financial Assistance**, costs agreed to be borne by the Agency or its contractors and subcontractors for

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 4/26/2023

not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangement that has not been approved in writing by the Department. Specific unallowable costs may be listed in **Exhibit "A", Project Description and Responsibilities**.

- 11. General Requirements.** The Agency shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.
- a. **Necessary Permits Certification.** The Agency shall certify to the Department that the Agency's design consultant and/or construction contractor has secured the necessary permits.
 - b. **Right-of-Way Certification.** If the Project involves construction, then the Agency shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, even if no right-of-way is required.
 - c. **Notification Requirements When Performing Construction on Department's Right-of-Way.** In the event the cost of the Project is greater than \$250,000.00, and the Project involves construction on the Department's right-of-way, the Agency shall provide the Department with written notification of either its intent to:
 - i. Require the construction work of the Project that is on the Department's right-of-way to be performed by a Department prequalified contractor, or
 - ii. Construct the Project utilizing existing Agency employees, if the Agency can complete said Project within the time frame set forth in this Agreement.
 - d. If this box is checked, then the Agency is permitted to utilize its own forces and the following provision applies: **Use of Agency Workforce.** In the event the Agency proceeds with any phase of the Project utilizing its own forces, the Agency will only be reimbursed for direct costs (this excludes general overhead).
 - e. If this box is checked, then the Agency is permitted to utilize **Indirect Costs: Reimbursement for Indirect Program Expenses** (select one):
 - i. Agency has selected to seek reimbursement from the Department for actual indirect expenses (no rate).
 - ii. Agency has selected to apply a de minimus rate of 10% to modified total direct costs. Note: The de minimus rate is available only to entities that have never had a negotiated indirect cost rate. When selected, the de minimus rate must be used consistently for all federal awards until such time the agency chooses to negotiate a rate. A cost policy statement and de minimis certification form must be submitted to the Department for review and approval.
 - iii. Agency has selected to apply a state or federally approved indirect cost rate. A federally approved rate agreement or indirect cost allocation plan (ICAP) must be submitted annually.
 - f. **Agency Compliance with Laws, Rules, and Regulations, Guidelines, and Standards.** The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

- g. Claims and Requests for Additional Work.** The Agency shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Agency will make best efforts to obtain the Department's input in its decisions. The Department is not obligated to reimburse for claims or requests for additional work.

12. Contracts of the Agency:

- a. Approval of Third Party Contracts.** The Department specifically reserves the right to review and approve any and all third party contracts with respect to the Project before the Agency executes or obligates itself in any manner requiring the disbursement of Department funds, including consultant and purchase of commodities contracts, or amendments thereto. If the Department chooses to review and approve third party contracts for this Project and the Agency fails to obtain such approval, that shall be sufficient cause for nonpayment by the Department. The Department specifically reserves unto itself the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of the same. If Federal Transit Administration (FTA) funds are used in the Project, the Department must exercise the right to third party contract review.
- b. Procurement of Commodities or Contractual Services.** It is understood and agreed by the Parties hereto that participation by the Department in a project with the Agency, where said project involves the purchase of commodities or contractual services where purchases or costs exceed the Threshold Amount for CATEGORY TWO per Section 287.017, Florida Statutes, is contingent on the Agency complying in full with the provisions of Section 287.057, Florida Statutes. The Agency's Authorized Official shall certify to the Department that the Agency's purchase of commodities or contractual services has been accomplished in compliance with Section 287.057, Florida Statutes. It shall be the sole responsibility of the Agency to ensure that any obligations made in accordance with this Section comply with the current threshold limits. Contracts, purchase orders, task orders, construction change orders, or any other agreement that would result in exceeding the current budget contained in **Exhibit "B", Schedule of Financial Assistance**, or that is not consistent with the Project description and scope of services contained in **Exhibit "A", Project Description and Responsibilities** must be approved by the Department prior to Agency execution. Failure to obtain such approval, and subsequent execution of an amendment to the Agreement if required, shall be sufficient cause for nonpayment by the Department, in accordance with this Agreement.
- c. Consultants' Competitive Negotiation Act.** It is understood and agreed by the Parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for professional services, is contingent on the Agency's full compliance with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Agency's Authorized Official shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.
- d. Disadvantaged Business Enterprise (DBE) Policy and Obligation.** It is the policy of the Department that DBEs, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement. The Agency and its contractors agree to ensure that DBEs have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBEs have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

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

Form 726-008-01
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

13. Maintenance Obligations. In the event the Project includes construction or the acquisition of commodities then the following provisions are incorporated into this Agreement:

- a. The Agency agrees to accept all future maintenance and other attendant costs occurring after completion of the Project for all improvements constructed or commodities acquired as part of the Project. The terms of this provision shall survive the termination of this Agreement.

14. Sale, Transfer, or Disposal of Department-funded Property:

- a. The Agency will not sell or otherwise transfer or dispose of any part of its title or other interests in real property, facilities, or equipment funded in any part by the Department under this Agreement without prior written approval by the Department.
- b. If a sale, transfer, or disposal by the Agency of all or a portion of Department-funded real property, facilities, or equipment is approved by the Department, the following provisions will apply:
 - i. The Agency shall reimburse the Department a proportional amount of the proceeds of the sale of any Department-funded property.
 - ii. The proportional amount shall be determined on the basis of the ratio of the Department funding of the development or acquisition of the property multiplied against the sale amount, and shall be remitted to the Department within ninety (90) days of closing of sale.
 - iii. Sale of property developed or acquired with Department funds shall be at market value as determined by appraisal or public bidding process, and the contract and process for sale must be approved in advance by the Department.
 - iv. If any portion of the proceeds from the sale to the Agency are non-cash considerations, reimbursement to the Department shall include a proportional amount based on the value of the non-cash considerations.
- c. The terms of provisions "a" and "b" above shall survive the termination of this Agreement.
 - i. The terms shall remain in full force and effect throughout the useful life of facilities developed, equipment acquired, or Project items installed within a facility, but shall not exceed twenty (20) years from the effective date of this Agreement.
 - ii. There shall be no limit on the duration of the terms with respect to real property acquired with Department funds.

15. Single Audit. The administration of Federal or State resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of Federal awards or State financial assistance or limit the authority of any state agency inspector general, the State of Florida Auditor General, or any other state official. The Agency shall comply with all audit and audit reporting requirements as specified below.

Federal Funded:

- a. In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to Federal awards provided

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/26/2023

through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO), or State of Florida Auditor General.

- b. The Agency, a non-Federal entity as defined by 2 CFR Part 200, Subpart F – Audit Requirements, as a subrecipient of a Federal award awarded by the Department through this Agreement, is subject to the following requirements:
- i. In the event the Agency expends a total amount of Federal awards equal to or in excess of the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, the Agency must have a Federal single or program-specific audit conducted for such fiscal year in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements. **Exhibit “H”, Audit Requirements for Awards of Federal Financial Assistance**, to this Agreement provides the required Federal award identification information needed by the Agency to further comply with the requirements of 2 CFR Part 200, Subpart F – Audit Requirements. In determining Federal awards expended in a fiscal year, the Agency must consider all sources of Federal awards based on when the activity related to the Federal award occurs, including the Federal award provided through the Department by this Agreement. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by 2 CFR Part 200, Subpart F – Audit Requirements. An audit conducted by the State of Florida Auditor General in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, will meet the requirements of this part.
 - ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in 2 CFR Part 200, Subpart F – Audit Requirements.
 - iii. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards, the Agency is exempt from Federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency’s audit period for each applicable audit year. In the event the Agency expends less than the threshold established by 2 CFR Part 200, Subpart F – Audit Requirements, in Federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Agency’s resources obtained from other than Federal entities).
 - iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at <https://harvester.census.gov/facweb/> the audit reporting package as required by 2 CFR Part 200, Subpart F – Audit Requirements, within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by 2 CFR Part 200, Subpart F – Audit Requirements. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor’s report(s) or nine months after the end of the audit period as required by 2 CFR Part 200, Subpart F – Audit Requirements.
 - v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency’s audit reporting package, including corrective action plans and

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 4/26/2023

management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the Federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
 2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the Federal award;
 4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and Federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the Federal awarding agency);
 5. Withhold further Federal awards for the Project or program;
 6. Take other remedies that may be legally available.
- vi. As a condition of receiving this Federal award, the Agency shall permit the Department or its designee, the CFO, or State of Florida Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.
- vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

State Funded:

- a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Agency's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures, including reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS), or State of Florida Auditor General.
- b. The Agency, a "nonstate entity" as defined by Section 215.97, Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement, is subject to the following requirements:
 - i. In the event the Agency meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 4/25/2023

Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "G", Audit Requirements for Awards of State Financial Assistance**, to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Agency to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Agency shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

- ii. In connection with the audit requirements, the Agency shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Agency is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Agency's resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
 Office of Comptroller, MS 24
 605 Suwannee Street
 Tallahassee, Florida 32399-0405
FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
 Local Government Audits/342
 111 West Madison Street, Room 401
 Tallahassee, FL 32399-1450
 Email: flaudgen_localgovt@aud.state.fl.us

- v. Any copies of financial reporting packages, reports, or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
- vi. The Agency, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or

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

Form 725-000-01
 STRATEGIC
 DEVELOPMENT
 OGC 4/25/2023

10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Agency in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Agency's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Agency fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Agency shall permit the Department or its designee, DFS, or the Auditor General access to the Agency's records, including financial statements, the independent auditor's working papers, and project records as necessary. Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department or its designee, DFS, or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department or its designee, DFS, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department.

16. Notices and Approvals. Notices and approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

17. Restrictions, Prohibitions, Controls and Labor Provisions:

- a. **Convicted Vendor List.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- b. **Discriminatory Vendor List.** In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- c. **Non-Responsible Contractors.** An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Department to be a non-responsible contractor, may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

- d. **Prohibition on Using Funds for Lobbying.** No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.
- e. **Unauthorized Aliens.** The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
- f. **Procurement of Construction Services.** If the Project is procured pursuant to Chapter 255, Florida Statutes, for construction services and at the time of the competitive solicitation for the Project, 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.
- g. **E-Verify.** The Agency shall:
 - i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Agency during the term of the contract; and
 - ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- h. **Executive Order 20-44.** Pursuant to Governor's Executive Order 20-44, if the Agency is required by the Internal Revenue Code to file IRS Form 990 and is named in statute with which the Department must form a sole-source, public-private agreement; or through contract or other agreement with the State, annually receives 50% or more of its budget from the State or from a combination of State and Federal funds, Recipient shall submit an Annual Report to the Department, including the most recent IRS Form 990, detailing the total compensation for each member of the Agency executive leadership team. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Agency shall inform the Department of any changes in total executive compensation during the period between the filing of Annual Reports within 60 days of any change taking effect. All compensation reports shall detail the percentage of executive leadership compensation received directly from all State and/or Federal allocations to the Agency. Annual Reports shall be in the form approved by the Department and shall be submitted to the Department at fdotsingleaudit@dot.state.fl.us within 180 days following the end of each tax year of the Agency receiving Department funding.
- i. **Design Services and Construction Engineering and Inspection Services.** If the Project is wholly or partially funded by the Department and administered by a local governmental entity, except for a seaport listed in Section 311.09, Florida Statutes, or an airport as defined in Section 332.004, Florida Statutes, the entity performing design and construction engineering and inspection services may not be the same entity.

18. Indemnification and Insurance:

- a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

subcontractor, in connection with this Agreement. Additionally, the Agency shall indemnify, defend, and hold harmless the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency and persons employed or utilized by the Agency in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor/consultant shall indemnify, defend, and hold harmless the Agency and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement."

- b. The Agency shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultant(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation Insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships, or partners are covered by insurance required under Florida's Workers' Compensation law.
- c. If the Agency elects to self-perform the Project, then the Agency may self-insure. If the Agency elects to hire a contractor or consultant to perform the Project, then the Agency shall carry, or cause its contractor or consultant to carry, Commercial General Liability insurance providing continuous coverage for all work or operations performed under this Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. The Agency shall cause, or cause its contractor or consultant to cause, the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible and such deductibles shall be paid by the Named Insured. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Agency is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies,

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/26/2023

coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

- d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, the Agency shall, or cause its contractor to, in addition to the insurance coverage required above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than \$2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than \$6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to the paragraph above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have.
- e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the Commercial General Liability policy/ies procured above.

19. Miscellaneous:

- a. **Environmental Regulations.** The Agency will be solely responsible for compliance with all applicable environmental regulations and for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith.
- b. **Non-Admission of Liability.** In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.
- c. **Severability.** If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.
- d. **Agency not an agent of Department.** The Agency and the Department agree that the Agency, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.
- e. **Bonus or Commission.** By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.
- f. **Non-Contravention of State Law.** Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in

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

Form 725-000-01
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing so that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

- g. Execution of Agreement.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.
- h. Federal Award Identification Number (FAIN).** If the FAIN is not available prior to execution of the Agreement, the Department may unilaterally add the FAIN to the Agreement without approval of the Agency and without an amendment to the Agreement. If this occurs, an updated Agreement that includes the FAIN will be provided to the Agency and uploaded to the Department of Financial Services' Florida Accountability Contract Tracking System (FACTS).
- i. Inspector General Cooperation.** The Agency agrees to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.
- j. Law, Forum, and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

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

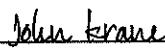
R2023 1658

NOV 07 2023

AGENCY the Palm Beach County Board of County Commissioners

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: 

DocuSigned by:
By: 

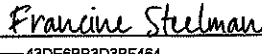
Name: Gregg Weiss

Name: John P. Krane, P.E.

Title: Mayor

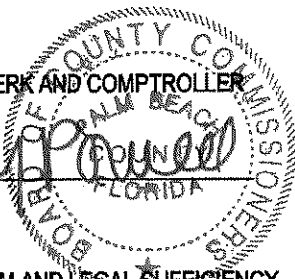
Title: Director of Transportation Development

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
Legal Review:

DocuSigned by:

43DE6BB3D3BF464...

ATTEST:
JOSEPH ABRUZZO, CLERK AND COMPTROLLER

By: 
Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS


Palm Beach County Attorney


Executive Director
PALM TRAN

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

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)): Operating funds for the lease of three coach buses for the Port St. Lucie Express Regional Transit Pilot: three vehicles for Year One with the provision of 100% annual lease funds for an additional two years.

B. Project Location (limits, city, county, map): Palm Beach and St. Lucie Counties, FL

C. Project Scope (allowable costs: describe project components, improvement type/service type, approximate timeline, project schedule, project size): The Port St. Lucie Express Regional Transit Pilot will operate as a regional, limited stop, express coach service that will travel between the Downtown West Palm Beach Intermodal Center and the Jobs Express Park and Ride, located in St Lucie County. This PTGA will provide for costs to lease three vehicles for Year One of the pilot with the provision of 100% annual lease funds for an additional two years.

"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): lease of three coach buses for use on the Port St Lucie Express Pilot project

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): candy, alcohol, decorations, greeting-cards, lobbying, personal cell phone, office parties, entertainment, food, fans, coffee pots, portable heaters, refrigerators, microwave ovens, congratulatory telegrams, refreshments, banquets, catering, gifts, flowers, or promotional items.

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.

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

Form 725-000-02
 STRATEGIC
 DEVELOPMENT
 OGC 4/26/2023

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
Total Financial Assistance							\$600,000.00

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

Budget Categories	State	Local	Federal	Total
<i>Operations (Transit Only) *</i>				
Salaries	\$0	\$0	\$0	\$0
Fringe Benefits	\$0	\$0	\$0	\$0
Contractual Services	\$600,000	\$0	\$0	\$600,000
Travel	\$0	\$0	\$0	\$0
Other Direct Costs	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0
Totals	\$600,000	\$0	\$0	\$600,000

* 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.

Jayne Pietrowski

Department Grant Manager Name DocuSigned by: Jayne Pietrowski 12/04/2023 | 11:57 AM EST
 Signature OE14695055194BD... Date

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
DGC 4/25/2023

EXHIBIT D

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. R2023-1657

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS (BCC), OF PALM BEACH COUNTY, FLORIDA, APPROVING PUBLIC TRANSPORTATION GRANT AGREEMENT (PTGA) (FM NO. 453192-1-84-01) WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (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. THIS PTGA WILL BECOME EFFECTIVE UPON FDOT EXECUTION WITH AN EXPIRATION DATE OF SEPTEMBER 30, 2027; ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation is authorized to provide funding for a mass transportation project; and

WHEREAS, the Public Transportation Grant Agreement(s) (referred to herein as "PTGA") for financial assistance will impose certain obligations upon the recipient, and may include the provision by it of the local share of the project cost; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA:

1. That the Board of County Commissioners has the authority to approve PTGA 453192-1-84-01 in the amount of \$600,000.
2. That the County Administrator or Executive Director of Palm Tran, Palm Beach County, Florida, is authorized to furnish such additional information as the Florida Department of Transportation may require in connection with the project.
3. That the Mayor of the Board of County Commissioners is authorized to execute and file with the PTGA any assurances or other documents required by the Florida Department of Transportation.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

4. That the Board of County Commissioners authorizes its Mayor, on behalf of the Board of County Commissioners of Palm Beach County, Florida, to execute the PTGA with the Florida Department of Transportation in the amount of \$600,000.

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by Commissioner Bernard, who moved its adoption. The motion was seconded by Commissioner

Baxter, and upon being put to a vote, the vote was as follows:

District 1:	Maria G. Marino	<u>Absent</u>
District 2:	Gregg K. Weiss	<u>Aye</u>
District 3:	Michael A. Barnett	<u>Aye</u>
District 4:	Marci Woodward	<u>Aye</u>
District 5:	Maria Sachs	<u>Aye</u>
District 6:	Sara Baxter	<u>Aye</u>
District 7:	Mack Bernard	<u>Aye</u>

The Mayor thereupon declared the resolution duly passed and adopted this

7th day of November, 2023.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

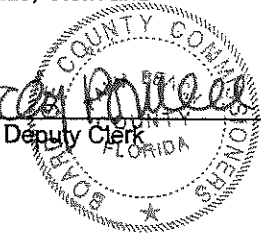
PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COMMISSIONERS

Comptroller

Joseph Abruzzo, Clerk and

By: [Signature]
County Attorney

By: [Signature]
Deputy Clerk



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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

**EXHIBIT E
PROGRAM SPECIFIC TERMS AND CONDITIONS – TRANSIT**

(Transit Corridor Program)

- 1. Conformance with Enabling Legislation.** This Agreement is in conformance with Section 341.051, F.S.
- 2. Bus Transit System -** In accordance with Section 341.061, F.S., and Rule Chapter 14-90, Florida Administrative Code, the Agency shall submit, and the Department shall have on file, an annual safety certification that the Agency has adopted and is complying with its adopted System Safety Program Plan pursuant to Rule Chapter 14-90, F.A.C., and has performed annual safety inspections of all buses operated.
- 3. Transit Vehicle Inventory Management.** The Agency will follow the Department's Transit Vehicle Inventory Management Procedure (725-030-025), which outlines the requirements for continuing management control, inventory transfer and disposal actions. This procedure pertains ONLY to capital procurements of rolling stock using the FTA Section 5310, Section 5311, Section 5316, and Section 5317 programs as the funding source, or where the Department participates in 50% or more of the public transit vehicle's purchase price. This may include vehicles purchased under the State Transit Block Grant Program, State Transit Corridor Program, State Transit Service Development Program, or other applicable Department programs.
- 4. Progress Reports.** The Agency will submit Semi-Annual Progress Reports on monthly ridership data. Reports are due no later than January 30th for the period ending December 31st and July 30th for the period ending June 30th.
- 5. Project Goals and Service Data.** The Agency must report on work efforts and provide a detailed, side-by-side comparison of the project goals and actual service data.
- 6. Submittal of Proposed Timeline.** The Agency will submit a Proposed Timeline for Transit Corridor Activities prior to the commencement of the project.
- 7. Annual Report.** The Agency will provide an annual report including the following information: an evaluation of the attainment of the goals and objectives, the reasons any of the goals were not met, and the benefit accrued by the Agency/Community. Should a project not meet its goals and objectives, the District shall determine if it is necessary to terminate the project. This report will accompany the Final Invoice for reimbursement.

– End of Exhibit E –

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

Form 726-000-02
STRATEGIC
DEVELOPMENT
OGC 4/25/2023

EXHIBIT F

**Contract Payment Requirements
Florida Department of Financial Services, Reference Guide for State Expenditures
Cost Reimbursement Contracts**

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.). Supporting documentation shall be submitted for each amount for which reimbursement is being claimed indicating that the item has been paid. Documentation for each amount for which reimbursement is being claimed must indicate that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved agreement budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided.

Listed below are types and examples of supporting documentation for cost reimbursement agreements:

(1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.

(2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.

Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.

(3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.

(5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.

(6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

Contracts between state agencies, and/or contracts between universities may submit alternative documentation to substantiate the reimbursement request that may be in the form of FLAIR reports or other detailed reports.

The Florida Department of Financial Services, online Reference Guide for State Expenditures can be found at this web address <https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.

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

Form 725-000-02
STRATEGIC
DEVELOPMENT
OGC 4/26/2023

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:** \$600,000

*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>