

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 09, 2024 [] Consent [X] Regular
Department: Palm Tran [] Ordinance [] Public Hearing

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an agreement with WPB Mobility Coalition, Inc. (WPBgo) in the amount of \$20,000 for the purchase of Palm Tran fixed route bus passes.

Summary: This agreement is part of a pilot program between Palm Tran and WPBgo that will allow employers to purchase Palm Tran bus passes on behalf of their Employees. WPBgo will purchase passes utilizing the Paradise Pass account to be used on Palm Tran buses. Participating employers will deposit funds with Palm Tran to cover their employees' rides. The cost of these rides will be deducted from these funds and reimbursed up to the deposited amount. The pilot program will utilize Palm Tran's existing fare structure, making use of the fare-capping feature. The South Florida Commuter Services, a Program of FDOT, will be providing WPBgo \$20,000 in funding for this pilot.

Background and Policy Issues: WPBgo is dedicated to alleviating congestion in downtown West Palm Beach. One of the key components to this effort involves leveraging the Palm Tran system to reduce the number of personal vehicles in the downtown area by promoting the use of public transportation.

- Attachment(s):
1. WPBgo Agreement (2)
2. South Florida Commuter Services funding agreement with WPBgo

Recommended By: [Signature] Executive Director Date: 26 June 2024
Approved By: [Signature] Assistant County Administrator Date: 7/5/24

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

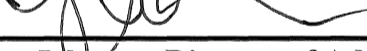
Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures					
Operating Costs					
External Revenues	-	-	-	-	-
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	-	-	-	-	-
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

- 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 Agency Organization Object

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

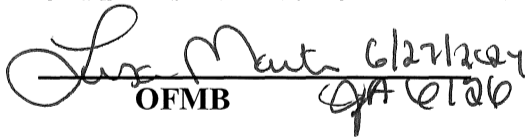
The costs for this pilot are fully funded by WPBge through the South Florida Commuter Services.

C Departmental Fiscal Review: 

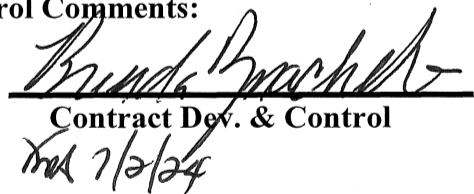
Lyne Johnson, Director of Administrative Services

III. REVIEW COMMENTS:


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



OFMB *6/27/24*



Contract Dev. & Control
7/2/24

B. Legal Sufficiency


Assistant County Attorney *7/3/24*

C. Other Department Review

Department Director

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

**MEMORANDUM OF AGREEMENT FOR PURCHASE OF AT-COST
TRANSPORTATION SERVICES
BETWEEN
PALM TRAN AND WPB MOBILITY COALITION, INC.**

THIS AGREEMENT, dated _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY" and WPB Mobility Coalition, Inc., a Florida not for profit corporation authorized to do business in the State of Florida, whose principal offices are located at 107 South Olive Ave #200, West Palm Beach, FL 33401 and whose Federal I.D. number is 92-1579817, hereinafter referred to as WPBgo; and COUNTY and WPBgo are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, WPBgo has secured \$20,000 in funding from FDOT for the purchase of public transportation services for workers in dense urban areas in Palm Beach County as part of a pilot program, on a pay-per-use basis, for a term of twenty-four (24) months or until supporting funds are exhausted; and

WHEREAS, Palm Tran is the instrumentality through which Palm Beach County provides public mass transit for Palm Beach County; and

WHEREAS, Palm Tran has an interest in increasing transit ridership across the COUNTY; and

WHEREAS, the purpose of the pilot is to increase (and measure the increase of) fixed-route transit ridership through the use of incentives distributed in partnership with employers who have volunteered to participate with workforce distributed across the COUNTY; and

WHEREAS, Palm Tran has a digital fare card system using smart cards and a mobile phone app, hereinafter referred to as "Paradise Pass", that will be distributed at no additional cost to the agency (WPBgo) via users' email addresses from Palm Tran's database; and

WHEREAS, the pilot program intends to pay Palm Tran full price for all rides taken in accordance with current fare policies for the Paradise Pass; and

WHEREAS, WPBgo can pre-pay the cost of all rides to Palm Tran in advance of the rides taken under this pilot program; and

WHEREAS, the pilot program will assist in evaluation of a marketplace whereby employers purchase transit access bus fare for their employees—a best practice that has contributed to congestion reduction and transit ridership increases in other parts of the country.

NOW THEREFORE, in consideration of the interests expressed herein, the COUNTY and WPBgo agree as follows:

1. **TERM.** The term of this Agreement is effective _____ for twenty-four (24) months. In the event of exhaustion of available funds from FDOT, the Parties may agree to extend the program with other sources of funding, pause the program, or terminate the program.

Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party.

2. **USE.** During the term, COUNTY agrees that WPBgo may pre-purchase fixed route transit rides from the COUNTY at the standard Paradise Pass fares for stored value rides. In turn, Palm Tran will allow the distribution of digital fare media to pilot participants using the Paradise Pass app and backend systems, using approved email addresses for all funded participants in the pilot. For the removal of doubt, costs are calculated as \$2 for each single ride with a standard fare cap of \$5 maximum per day, \$20 maximum per week and \$70 maximum per 31 Day on a per person basis, as of the date of execution of this agreement. In turn, pilot participants will be able to enjoy all access to Palm Tran fixed route service through use of the Paradise Pass. Existing Palm Tran digital infrastructure will tabulate pass usage and accrued cost in real time. Access to the incentive program pilot, funded by FDOT, will be limited to workforce and residents of Palm Beach COUNTY whose email addresses are entered into the fare management software for participation in the pilot program as provided by WPBgo.

3. **PAYMENT.** WPBgo will prepay Palm Tran for services in payments of \$5,000 in accordance with the following payment schedule:

PAYMENT	AMOUNT	WHEN	PAYMENT DUE
Initial Deposit	\$5,000	Start of Pilot Program	Within 14 calendar days after effective date of this Agreement.
Recurring Deposit: Monthly	Expended usage amount to maintain the deposit amount of \$5,000.	Paid on a calendar month's service to bring the balance of the deposit to \$5,000 or until funds are exhausted.	First (1 st) of each calendar month
Full Fares	\$2.00 per ride	Fare Capped at	Daily, Weekly, 31Day
Reduced Fares	\$1.00 per ride	Fare Capped at	Daily, Weekly, 31Day

- a. The pilot program will commence upon payment of the Initial Deposit. To be held in at impress fund for payment of fares.
 - b. WPBgo is liable for payment of the costs incurred for authorized transit rides taken under this program, not to exceed \$20,000.
 - c. If deposit funds are remaining after the twenty-four (24) months or termination of the Agreement, the unused deposit will be returned to WPBgo.
 - d. The Parties anticipate complete usage of any funds disbursed to Palm Tran. In the event total program funding is in excess of usage, WBPgo may use any excess funds left in their account to buy additional Palm Tran passes or move the additional funds to another Paradise Pass account(s) of their choosing.
4. The Parties to this Agreement have the right to increase or decrease the funding authorized within this Agreement upon five (5) business days mutual written consent.

5. **NOTICE:** Notices under this Agreement shall be in writing, sent by U.S. Mail, and email addressed to:

Executive Director
Palm Tran, Inc.
100 North Congress Avenue, 3rd Floor
Delray Beach, FL 33445

If sent to WPBgo, notice shall be addressed to:

WPB Mobility Coalition,
107 South Olive Ave
Suite 200
West Palm Beach, FL 33401
Email: go@WPBgo.com

6. **ASSIGNMENT.** Neither Party shall assign this Agreement or any interest herein without the prior written consent of the other Party.

7. **INSURANCE REQUIREMENTS**

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

A. **Commercial General Liability:** WPBgo shall maintain Commercial General Liability insurance at a limit of liability not less than \$500,000 combined single limit for property damage and bodily injury each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents"

as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

B. **Waiver of Subrogation**: Except where prohibited by law, WPBgo hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then WPBgo shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should the WPBgo enter into such an agreement on a pre-loss basis.

C. **Certificate(s) of Insurance**: On execution of this Agreement, renewal, within forty-eight (48) hours of a request by COUNTY, and prior to the expiration of any of the required coverage throughout the term of this Agreement, the WPBgo shall deliver to COUNTY, a signed Certificate(s) of Insurance evidencing at least the insurance coverage required by this Agreement. The Certificate shall be issued to:

Palm Beach County Board of County Commissioners,
c/o Palm Tran, Inc.
Administrative Services/Revenue
100 North Congress Avenue
Delray Beach, FL 33445

D. **Right to Revise or Reject**: COUNTY, by and through its Risk Management Department, reserves the right to reject, review, and, or modify any required insurance, including limits, coverage, or endorsements, throughout the term of this Agreement.

8. ATTACHMENT 1 - COUNTY Standard Terms and Conditions

WPBgo agrees to the COUNTY's standard terms and conditions set forth in Attachment 1 to this Agreement.

THE REST OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach COUNTY, Florida has made and executed this Agreement on behalf of the COUNTY and WPB Mobility Coalition, Inc., has hereunto set its hand the day and year above written.

ATTEST:

**JOSEPH ABRUZZO
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Mayor

WITNESS:

WPB MOBILITY COALITION, INC.

Signature

Company Name

Name (type or print)

Signature

Signature

Kelly Shaeff

Typed Name

Name (type or print)

Secretary

Title

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS
AND CONDITIONS**

By _____
County Attorney

By Jonathan Hopkins
Executive Director, WPBgo

**APPROVED AS TO TERMS
AND CONDITIONS**

By Michael Blaylock
Michael Blaylock
Executive Director (Interim)
Palm Tran, Inc.

ATTACHMENT 1 - County Standard Terms and Conditions

ARTICLE 1- VSS REGISTRATION REQUIRED

In order to do business with Palm Beach County, WPBgo is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at <https://pbcvssp.pbc.gov>. If WPBgo intends to use subcontractors, WPBgo must also ensure that all subcontractors are registered as contractors in VSS. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize an Agreement award until the County has verified that WPBgo and all of its subcontractors are registered in VSS.

ARTICLE 2- FEDERAL AND STATE TAX

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

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

ARTICLE 3 - INDEMNIFICATION

WPBgo shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of WPBgo's performance of the terms of this Agreement or due to the acts or omissions of WPBgo.

This article shall survive termination or expiration of this Agreement.

ARTICLE 4 – LAW AND VENUE; REMEDIES; NO THIRD PARTY BENEFICIARIES

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

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

or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or WPBgo.

ARTICLE 5 - INDEPENDENT AGREEMENTOR RELATIONSHIP

WPBgo is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to WPBgo's sole direction, supervision, and control. WPBgo shall exercise control over the means and manner in which it and its employees perform the work, and in all respects WPBgo's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees or agents of the County.

WPBgo does not have the power or authority to bind the County in any promise, agreement or representation.

ARTICLE 6 - ACCESS AND AUDITS; OFFICE OF THE INSPECTOR GENERAL

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

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County Agreements, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of WPBgo, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, sections 2-421 - 2-440, as may be amended, and punished pursuant to section 125.69, Florida Statutes, as may be amended, in the same manner as a second degree misdemeanor.

ARTICLE 7 - NONDISCRIMINATION

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770,

as may be amended, WPBgo warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, WPBgo represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, WPBgo shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of sub-contractors, vendors, suppliers, or commercial customers, nor shall WPBgo retaliate against any person for reporting instances of such discrimination. WPBgo shall provide equal opportunity for sub-contractors, vendors and suppliers to participate in all of its public sector and private sector s sub-contracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. WPBgo understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. WPBgo shall include this language in its subcontracts.

ARTICLE 8 - SEVERABILITY

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

ARTICLE 9 - PUBLIC ENTITY CRIMES

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

ARTICLE 10 - REGULATIONS; LICENSING REQUIREMENTS

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

ARTICLE 11 - SCRUTINIZED COMPANIES

A. As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, WPBgo certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to section 215.4725, Florida Statutes, as may be amended. Pursuant to section 287.135(3)(b), Florida Statutes, as may be amended, if WPBgo is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

B. When Agreement value is greater than \$1 million: As provided in section 287.135, Florida Statutes, as may be amended, by entering into this Agreement or performing any work in furtherance hereof, WPBgo certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to section 215.473, Florida Statutes, as may be amended, or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by WPBgo, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to section 287.135, Florida Statutes, as may be amended. Said certification must also be submitted at the time of Agreement renewal, if applicable.

ARTICLE 12 - PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under section 119.0701, Florida Statutes, as may be amended, if WPBgo: (i) provides a service; and (ii) acts on behalf of the County as provided under section 119.011(2), Florida Statutes, as may be amended, WPBgo shall comply with the requirements of section 119.0701, Florida Statutes, as may be amended. WPBgo is specifically required to:

- A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

- B. Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Florida Statutes, or as otherwise provided by law. WPBgo further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement, if WPBgo does not transfer the records to the public agency.
- D. Upon completion of the Agreement, WPBgo shall transfer, at no cost to the County, all public records in possession of WPBgo unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service. If WPBgo transfers all public records to the County upon completion of the Agreement, WPBgo shall destroy any duplicate public records that are exempt, or confidential and exempt, from public records disclosure requirements. If WPBgo keeps and maintains public records upon completion of the Agreement, WPBgo shall meet all applicable requirements for retaining public records. All records stored electronically by WPBgo must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of WPBgo to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. WPBgo acknowledges that it has familiarized itself with the requirements of chapter 119, Florida Statutes, and other requirements of state law applicable to public records not specifically set forth herein.

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

ARTICLE 13 - E-VERIFY - EMPLOYMENT ELIGIBILITY

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

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

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

ARTICLE 14 - DISCLOSURE OF FOREIGN GIFTS AND AGREEMENTS WITH FOREIGN COUNTRIES OF CONCERN.

Pursuant to F.S. 286.101, as may be amended, by entering into this Agreement or performing any work in furtherance thereof, WPBgo certifies that it has disclosed any current or prior interest of, any Agreement with, or any grant or gift received from a foreign country of concern where such interest, Agreement, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such Agreement or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 15 – HUMAN TRAFFICKING AFFIDAVIT

WPBgo warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. WPBgo has executed **Exhibit A**, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

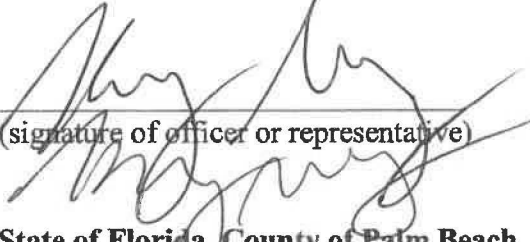
EXHIBIT A

NONGOVERNMENTAL ENTITY HUMAN TRAFFICKING AFFIDAVIT
Section 787.06(13), Florida Statutes

THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of WPB Mobility Coalition, Inc. (WPBgo) and attest that WPBgo does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.


(signature of officer or representative)

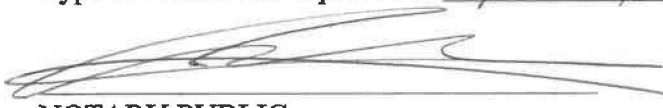
Kelly Shoaf - Secretary
(printed name and title of officer or representative)

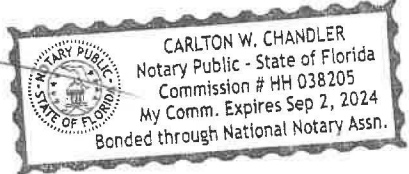
State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of physical presence or online notarization this, 20th day of June, 2024, by Kelly Shoaf.

Personally known OR produced identification .

Type of identification produced FL Driver License


NOTARY PUBLIC
My Commission Expires: 09/02/2024
State of Florida at large



(Notary Seal)