

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	<u>86,127</u>	<u>282,425</u>	<u>71,272</u>	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>86,127</u>	<u>282,425</u>	<u>71,272</u>	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>1</u>	<u>1</u>	<u>1</u>	_____	_____

Is Item Included in Current Budget: Yes _____ No X
 Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: The budget transfer and amendment put in place FY 06 funding for the DDA Agreement and Palm Tran public route. The expenses for FY 07 and FY 08 have been included in the proposed capital budget as well as the capital budget for the vertical expansion already in place.

General Fund Contingency Reserves 100,000 FY 2006

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

[Handwritten signature] 7-5-06
 OFMB
[Handwritten signature] 7-5-06
[Handwritten signature] 6-28-06
[Handwritten signature] 7/6/06
[Handwritten signature] 7/7/06
 Contract Development and Control

B. Legal Sufficiency:
[Handwritten signature]
 Assistant County Attorney

This Contract complies with our contract review requirements.
 At the time of ODCS review, the contract was not executed.

C. Other Department Review:

 Department Director

Background & Policy Issues (Cont'd)

As the court system has grown, the employees have consumed a greater number of the available parking spaces including all those allocated to the public and others. On most days the garage is closed to the public and a significant portion of the jurors are having to park at off-site locations. This situation is causing significant operational issues for the courts and frustration for the jurors and public. The construction of two additional parking levels to the Judicial Center Parking Garage will begin in January 2007 and continue through November 2007. It has always been known that during construction of the additional parking levels, alternate parking for about 500 employees and/or jurors would be required. However, several situations have occurred recently which require the implementation of temporary parking accommodations now. As stated above, currently the public, other court functions, attorneys, police officers and jurors have been able to find parking at various public lots adjacent to and surrounding the Courthouse. The closing of the private lot at 4th Street and Dixie for the construction of condos, the closing of the D& D lot by the City of West Palm for the construction of a new City Hall, and the closure of the public parking lot across from the Judicial Garage by the City for private development purposes will leave the public with no alternative parking options near the Courthouse. In addition, the City has additional plans for development of their parking lot at Datura and Dixie which will further reduce the parking availability.

The Convention Center has agreed to accommodate jurors parking at the Convention Center without charge. The Convention Center will be able to provide the 300+ spaces requested for use by jurors. Jurors will be able to wait inside the Convention Center for the buses. FDO/ESS/Access & Parking staff will be relocated to the Convention Center during this period to assist jurors. There are 4-6 Fridays a year when the Convention Center's requirements for parking may limit the spaces available for Courthouse needs. These dates are known well in advance and will allow Global to communicate same to County so that staff can coordinate with the Court/Clerk on the size of the calls on those days.

The Agreement with the Downtown Development Authority provides for the expansion of its downtown trolley route (through its provider Molly's Trolleys) to create a stop at the Convention Center and the Courthouse. The additional service will add 20 hours/week of service for the two existing trolleys and require the addition of a third trolley (35 hours) to maintain headways. The cost to the County is identical to the DDA's costs. The hours of operation will be from 9:00 am to 6:00 pm daily. In the event pick-ups at the Courthouse are required after 6:00 pm, the trolley will be dispatched to Courthouse and the trolley will provide an express route to the Convention Center. The County will be allowed one express call/month at no charge and after that, express routes shall cost the County one hour of service for each express trip. The cost of the express trips is included in the project contingency. In addition, the County will fund \$16,500 in improvements to the trolleys to provide greater protection from outside whether conditions and side railings to provide greater security and safety to the passengers as the trolley now crosses Okeechobee Blvd. The agreement is being signed by the County first as the DDA can not execute same until the Authority signs the renewal of its contract with Molly's Trolleys so that it has a service provider for the entire term of the agreement with the County.

While not the subject of this item, the County has secured 157 spaces at the Courthouse Commons project immediately north of the Judicial Center Parking Garage at no cost to the County in exchange for granting an easement for connection to the County's pedestrian bridge. Staff is currently discussing the rental of an additional 150 spaces from the project's owner at market rate. In the event that staff is not successful, then it is possible that some Court/Clerk/SA/PD employees and/or contractors may be required also to park at the Convention Center and be transported to and from the Courthouse as well during the construction period.

The total cost of the Interim Parking Solution has three component: Palm Tran public route, DDA downtown trolley route expansion, and 3) possibly the lease of additional spaces at Courthouse Commons. The following table shows the costs of each, although this item only addresses the first two.

Item	FY 06	FY 07	FY 08	Total
PalmTran	\$25,025	\$100,100	\$23,100	\$148,225
DDA (including contingency for express trips)	\$61,102	\$182,325	\$48,263	\$291,690
Sub-Total (this Item)	\$86,127	\$282,425	\$71,363	\$439,915
Courthouse Commons	\$ 0	\$204,755	\$68,251	\$273,006
Total	\$86,127	\$487,180	\$139,614	\$712,831

Construction of the additional floors to the Judicial Center Parking Garage will add 600 additional parking spaces and should start in January 2007 and be completed by end of 2007.

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT is made and entered into _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the West Palm Beach Downtown Development Authority, an independent special taxing district created under the laws of the State of Florida ("DDA").

WITNESSETH

WHEREAS, County is establishing off site parking for the Palm Beach County Courthouse; and

WHEREAS, County needs to transport users of the off site parking to and from the Courthouse; and

WHEREAS, DDA operates trolley transportation through a service provider in downtown West Palm Beach; and

WHEREAS, County desires to utilize the DDA'S trolley transportation to shuttle users of the off site parking to and from the Courthouse; and

WHEREAS, DDA is willing to accommodate the County's use of the trolley transportation by expanding and adding stops to its trolley route; and

WHEREAS, by expanding the route and increasing the ridership of the trolleys by, primarily, those not routinely visiting and working downtown, this service benefits the DDA and the West Palm Beach Community Redevelopment Agency (CRA) without any additional cost to the DDA or CRA; and

WHEREAS, County and DDA have the ability to lawfully enter into this agreement;

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

1.01 The purpose of this Agreement is to provide the terms and conditions by which the DDA will expand the route of its trolley transportation in West Palm Beach by adding stops to the route at the Palm Beach County Courthouse and the Palm Beach County Convention Center to accommodate the County's off site parking.

SECTION 2: TROLLEY ROUTE AND STOPS

2.01 The DDA operates trolley transportation through its service provider, Molly's Trolleys, Inc., a Pennsylvania corporation authorized to do business in the State of Florida, in the downtown area of the City of West Palm Beach.

2.02 The DDA shall expand the current route of its trolley transportation by adding two stops to the route to accommodate the County's off-site parking for the County Courthouse. The two stops added to the trolley route shall include the Palm Beach County Courthouse at 205 Dixie Highway, West Palm Beach 33401, and the Palm Beach County Convention Center at 650 Okeechobee Boulevard, West Palm Beach 33401. The specific locations of the stops shall be as shown on Exhibit A and B, respectively.

2.03 The DDA shall provide continuous trolley transportation on the expanded route from 9 AM to 6 PM, Monday through Friday. The DDA shall provide extended service trolley transportation on the expanded route after 6 PM upon notification from the County by telephone that such service is required. Extended service shall be comprised of one or two additional trolley trips taking a total of twenty to thirty minutes. The County shall receive extended service trolley transportation on the expanded route after 6 PM at least once a month as part of the Base Service Cost. Should the County request extended service trolley transportation on the expanded route after 6 PM more than once a month, the County shall be billed for one hour of service each evening the extended service is requested. The DDA shall not be responsible for the costs generated by the County's requests for extended service. The DDA shall receive additional compensation from the County for the extended service as identified in "Additional Service Costs" in Exhibit C.

SECTION 3: MODIFICATIONS TO TROLLEYS

3.01 The DDA shall modify the current design of the trolleys based on the addition of a stop at the Convention Center and the needs of the County trolley users. The DDA shall add side railings onto the current design of the trolleys and add rain flaps to the trolleys to provide greater protection from outside weather conditions. The improvements, at an estimated cost \$5,500/trolley, shall be added to three trolleys for a total cost of \$16,500. The improvements to the trolleys shall be completed prior to the commencement of service.

3.02 The DDA's service provider has represented that the trolleys are compliant with the requirements of the Americans with Disabilities Act and the DDA will ensure that the trolleys remain compliant throughout the term of this Agreement.

SECTION 4: COUNTY PAYMENT

4.01 The costs associated with the trolley transportation service being provided to the County are listed on Exhibit C to this Agreement. To compensate for improvements to the trolleys,

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the County shall pay the DDA's service provider, Molly's Trolleys, Inc., \$16,500.00 within thirty (30) days of the execution of this Agreement.

4.02 To compensate for the expansion of the trolley route and the addition of two stops on the route, the County will pay the DDA's service provider, Molly's Trolleys, Inc, on a weekly basis, the Base Service Costs and any Additional Service Costs, listed on Exhibit C, upon receipt of an invoice from Molly's Trolleys, Inc. Invoices shall indicate the time period for which service was provided, the Base Service Cost for the time period, as well as the Additional Service Costs requested. The invoice shall be submitted to:

Palm Beach County Facilities Development & Operations
3200 Belvedere Rd. Building 1169
West Palm Beach, FL 33406
Attn: Business and Community Agreements Manager

4.03 County shall submit payment to Molly's Trolleys, Inc. within 14 days of receipt of the invoice. Payment shall be made payable to Molly's Trolleys, Inc. and mailed to:

Molly's Trolleys, Inc.
1150 Claire Avenue, Suite #4
West Palm Beach, FL 33401

SECTION 5: SERVICE MEETINGS

5.01 The County shall have the right to convene meetings with the DDA regarding the trolley transportation at least four times per year to address service issues and improvements. The County shall contact the DDA, upon determination by the County that a meeting is needed, to schedule a meeting between the DDA and County at a mutually agreeable time.

SECTION 6: INSURANCE

6.01 The DDA shall ensure that insurance coverage and limits, as described herein, are maintained in full force and effect during the term of this Agreement and that the County is listed as an additional insured on the insurance. Commercial General Liability shall be maintained at a limit of liability not less than \$1,000,000 each occurrence. Automobile Liability, including hired and non-owned autos, shall be maintained at a limit of liability not less than \$1,000,000 combined single limit. Workers' Compensation & Employers Liability shall be maintained in accordance with Section 440, Florida Statutes.

SECTION 7: TERM OF AGREEMENT/ TERMINATION

7.01 This Agreement shall take effect upon execution by both parties with service commencing July 31, 2006. The term of this Agreement shall be seventeen (17) months with an

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option to extend for one six month period upon mutual agreement of the parties. During the optional extension periods, the County may terminate this Agreement with thirty days written notice to the DDA.

SECTION 8: AMENDMENTS TO THIS AGREEMENT

8.01 This Agreement may be amended by written amendment executed by both parties.

SECTION 9: NOTICES

9.01 Any notice given pursuant to the terms of this Agreement shall be in writing and done by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to County:

Director, Facilities Development & Operations
3200 Belvedere Road, Building 1169
West Palm Beach, FL 33406

With a copy to:

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to DDA:

Melissa Wohlust, Executive Director
West Palm Beach Downtown Development Authority
400 Clematis Street, Suite #202
West Palm Beach, FL 33401

SECTION 10: APPLICABLE LAW/VENUE

10.01 This Agreement shall be governed by the laws of the State of Florida and venue for any causes of action concerning this Agreement shall be in a state court of competent jurisdiction in Palm Beach County, Florida.

SECTION 11: ANNUAL APPROPRIATIONS

11.01 Pursuant to State law, this Agreement is subject to the annual budget appropriations of the DDA and the County.

SECTION 12: FILING

12.01 A copy of this Agreement shall be filed with the Clerk & Comptroller's Office in and for Palm Beach County.

SECTION 13: DELEGATION OF DUTY

13.01 Nothing contained herein shall be deemed to authorize the delegation of the constitutional or statutory duties.

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

ATTEST:
SHARON R. BOCK,
CLERK & COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY
ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
County Attorney

By: Anthony Wolf
Dir., Facilities Development & Operations *AW*

ATTEST:

DDA BY ITS BOARD OF DIRECTORS

By: _____
Witness

By: _____
Roy Assad, Board Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
DDA Attorney

EXHIBIT A
CONVENTION CENTER TROLLEY STOP

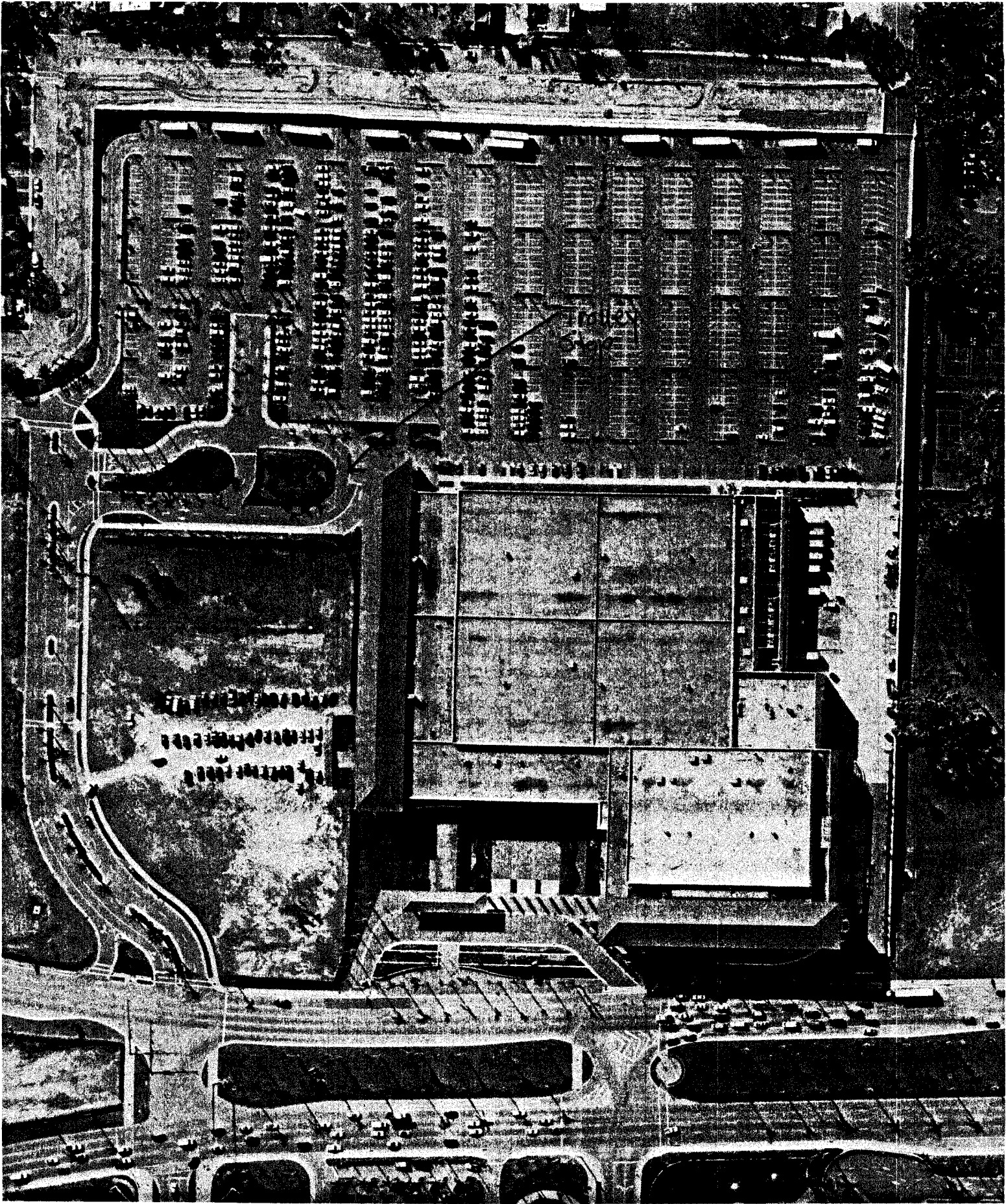


EXHIBIT B
COUNTY COURTHOUSE TROLLEY STOP

DDA Trolley Agreement
05/17/06

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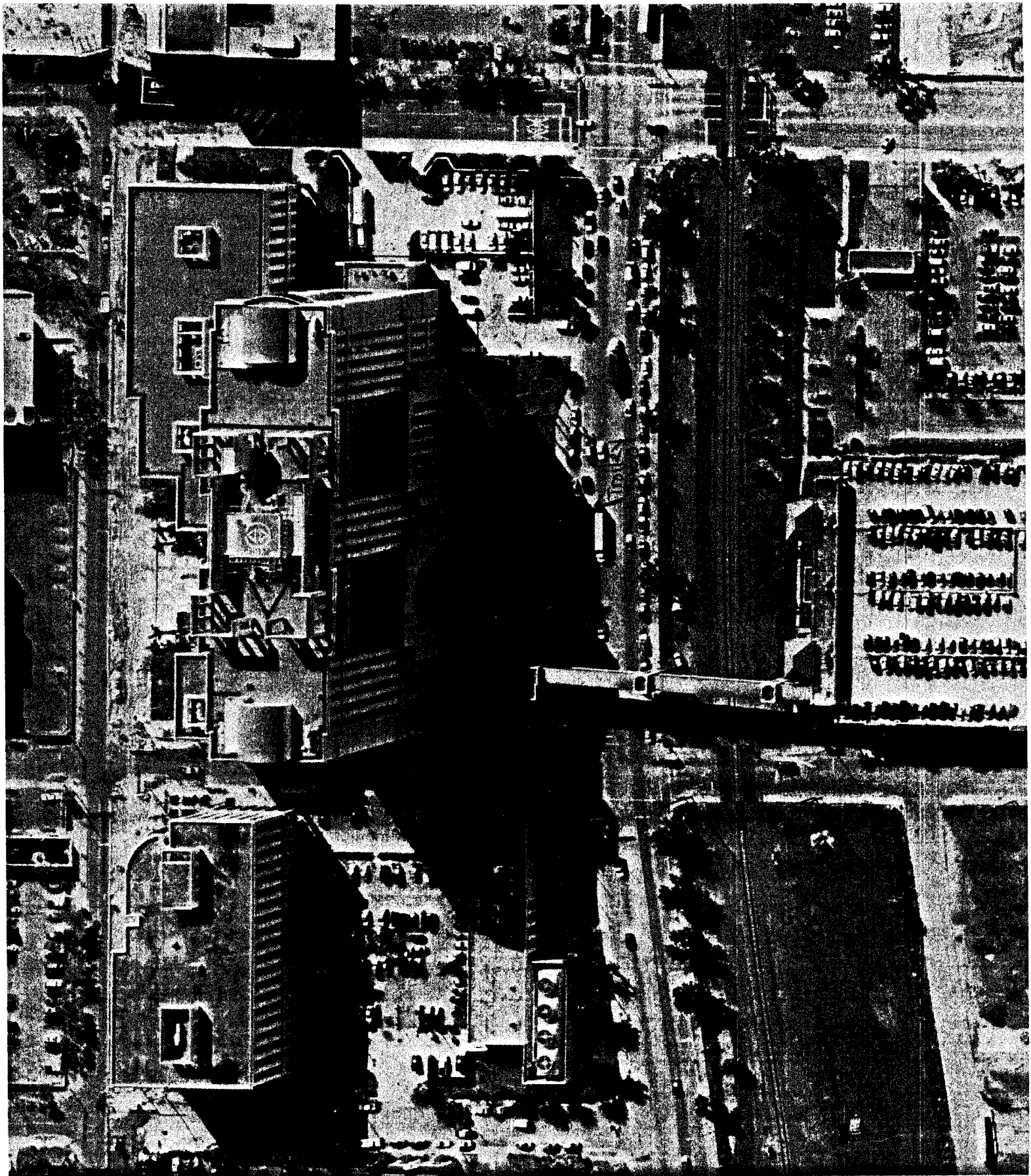


EXHIBIT C COSTS

The following costs are for the extension of the downtown trolley line to the PBC Convention Center to service off site parking for the County. The current trolley route will be extended to include a stop at the Courthouse as well as crossing Okeechobee Blvd. to the PBC Convention Center. To keep the current "headways" between Clematis Street and City Place, a third vehicle will be needed on the route to handle the additional stops and additional riders. There are two types of cost generated by this service: 1) the additional costs associated with running more trolleys/ hours and 2) changes to the trolleys required by crossing Okeechobee Blvd.

Base Service Costs - associated with running more trolleys/ hours

Currently, trolleys run 159 hours/ week with 2 trolleys. The addition to the route and additional riders would add 55 hours per week. The trolleys will begin operation at 9 AM instead of 11 AM, Monday thru Friday only, adding 20 hours per week (10 hrs * 2 trolleys= 20 hours a week). Also, a third vehicle would be added from 11AM-6PM (Monday- Friday only), adding 35 hours per week (7 hrs * 5 days * 1 trolley= 35 hours).

Base Service Costs Over 17 Month Term:

August 1, 2006- September 30, 2006 (2 months) = 55 hours/wk * 9 wks= 495 hours * \$59.62 = \$29,511.90
October 1, 2006- Sept 30, 2007 (12 months) = 55 hours/wk * 51 wks= 2,805 hours * \$65 = \$182,325
October 1, 2007- Dec 31, 2007 (3 months) = 55 hours/wk * 13 wks= 715 hours * \$67.50 = \$48,262.50
TOTAL (17 months) = \$260,099.40

Current per hour rate is \$59.62/ hour. Prices reflect anticipated rate change in Oct 1 2006 to \$65/per hour and Oct 1 2007 to \$67.50/ per hour. If the County exercises the renewal option the cost of base service will continue at the rate effective October 2007.

The price is all inclusive- including: trolley drivers, maintenance, management, scheduling, insurance, etc.

Additional Service Costs - associated with operating expanded service beyond 6:00 PM.

The DDA shall provide express service from the Courthouse to the Convention Center after 6:00 PM on weekdays upon request of the County at a cost of one hour of service. The first express service request each month shall be provided at no cost to the County.

06 - 1058

BGET 410 070506 *1761

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET TRANSFER
FUND 0001 - GENERAL FUND

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 5/25/06	REMAINING BALANCE
<u>GENERAL FUND - RESERVES</u>								
820 9900	9901 - Contingency Reserves	15,000,000	4,035,630	0	100,000	3,935,630	0	3,935,630
<u>PUBLIC BUILDING IMPROVEMENT FUND</u>								
820 9100	9204 - Transfer to Public Building Fund 3804	23,447,000	28,238,962	100,000	0	28,338,962	20,447,972	7,890,990
TOTAL				<u>100,000</u>	<u>100,000</u>			

FACILITIES DEVELOPMENT & OPERATIONS
INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval

Signatures	Date
<u><i>Anthony Wolf</i></u>	<u>6/1/06</u>
<u><i>[Signature]</i></u>	<u>7-5-06</u>

By Board of County Commissioners
At Meeting of 7/11/06
Deputy Clerk to the
Board of County Commissioners

BGRV 411 070606 *530
 BGRV 411 070606 *1766

06 - 1059

BOARD OF COUNTY COMMISSIONERS
 PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
FUND 3804 - Public Building Improvement Fund

Use this form to provide budget for items not anticipated in the budget.

ACCT. NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 6/01/06	REMAINING BALANCE
<u>REVENUE</u>								
<u>PUBLIC BUILDING IMPROVEMENT</u>								
800 9100	8000 - Trf from General Fund	23,447,000	28,238,962	100,000	0	28,338,962	20,447,972	7,890,990
TOTAL RECEIPTS & BALANCES		70,560,793	75,679,197	100,000	0	75,779,197		
<u>EXPENDITURES</u>								
<u>Judicial Center Garage</u>								
411 B361	3401 - Other Contractual Services	0	0	74,975	0	74,975		74,975
821 9100	9063 Transfer to Fd 1340	0	0	25,025	0	25,025	0	25,025
TOTAL APPROPRIATIONS AND EXPENDITURES		70,560,793	75,679,197	100,000	0	75,779,197		

Facilities Development & Operations
 INITIATING DEPARTMENT/DIVISION
 Administration/Budget Department Approval
 OFMB Department - Posted

Signatures _____ Date _____
Anthony Wolf 6/29/06
[Signature] 7-15-06

By Board of County Commissioners
 At Meeting of 7/11/06
 Deputy Clerk to the
 Board of County Commissioners

06 - 1082

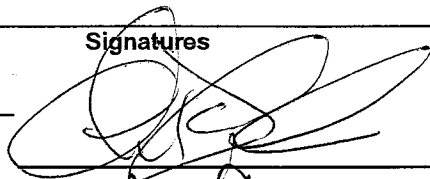
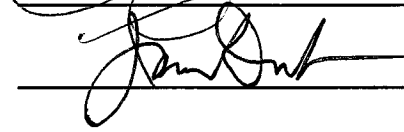
BUDGET AMENDMENT
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

Advantage Document Numbers:

Fund 1340 Palm Tran Operations

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ADOPTED BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 7/5/06	REMAINING BALANCE
Revenues								
1340-540-5101-8204	Tr Fr Public Bldg Imprv Fd 3804	0	0	25,025	0	25,025	0	25,025
	Total Receipts and Balances	<u>68,230,895</u>	<u>70,363,721</u>	<u>25,025</u>	<u>0</u>	<u>70,388,746</u>		
Expenditures								
1340-540-5110-1201	Salaries & Wages Regular	8,164,534	8,164,534	25,025	0	8,189,559	5,496,888	2,692,671
	Total Appropriations & Expenditures	<u>68,230,895</u>	<u>70,363,721</u>	<u>25,025</u>	<u>0</u>	<u>70,388,746</u>		

	Signatures	Date	By Board of County Commissioners
<u>Palm Tran</u>		<u>July 5, 2006</u>	<u>At Meeting of</u>
<u>INITIATING DEPARTMENT/DIVISION</u>			<u>July 11, 2006</u>
<u>Administration/Budget Department Approval</u>		<u>7-6-06</u>	<u>Deputy Clerk to the</u>
<u>OFMB Department - Posted</u>			<u>Board of County Commissioners</u>

atn
7-6-06