

## AGENDA ITEM SUMMARY

**Submitted for: Palm Tran**

Approved By: Vinit G. Bonaiuto 12/16/07  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	200-
Grant Expenditures					
Operating Costs	229,500	120,500			
External Revenues	(229,500)	(120,500)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)	*2				

Is Item Included In Current Budget? Yes \_\_\_\_\_ No X

Budget Account No.: Fund 1340 Dep't. 540 Unit 5110, 5140 Object 1201, 5214

Program \_\_\_\_\_ Reporting Category \_\_\_\_\_

B. Recommended Sources of Funds/Summary of Fiscal Impact: FY08 estimated cost \$25,500 per month. Funds will be included in FY 09, 10 and 11 budgets if the agreement is renewed. Agreement funding (\$350,000) is in excess of the monthly estimate.

\*Palm Tran does not anticipate the need to hire additional drivers for this service. However if additional drivers are required, Palm Tran will process all required paperwork to increase the personnel complement.

C. Departmental Fiscal Review: John Murphy  
John Murphy, Finance Manager

### III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:  
Funding will not exceed \$350,000 each year this agreement is in effect.

Elizabeth Blasen 12/13/07  
OFMB 88 12/12/07

John Murphy 12/14/07  
Contract Dev. and Control  
The proposed agreement is  
in draft form and not  
signed at time of our review

B. Legal Sufficiency:

Assistant County Attorney  
Assistant County Attorney

D. Other Department Review:

Department Director  
Department Director

DRAFT

**FUNDING AGREEMENT NO.**

Between

**SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**

And

**BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**

For

**THE FUNDING OF BUS SERVICE BETWEEN THE BOCA RATON TRI-RAIL STATION, THE FLORIDA ATLANTIC UNIVERSITY (FAU) AND PALM BEACH COMMUNITY COLLEGE (PBCC) CAMPUS, AND FEDERAL HIGHWAY**

**THIS FUNDING AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, an agency of the State of Florida, its successors and assignees, (hereinafter referred to as "**SFRTA**") and the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida, (hereinafter referred to as "**Palm Beach County**").

**WITNESSETH:**

**WHEREAS**, **SFRTA** represents and warrants to **Palm Beach County** that the Florida Department of Transportation (FDOT) has agreed through Joint Participation Agreement (JPA) FM #420485-1-84-01 Contract No. AO179, with **SFRTA**, to provide funding for an increased level of service and improved frequencies of service to Tri-Rail stations; and

**WHEREAS**, the City of Boca Raton desires to initiate bus service between the Boca Raton Tri-Rail Station, the Florida Atlantic University (FAU) campus and Palm Beach County Community College (PBCC) campus, and **Palm Beach County** is willing to utilize its public transit system, known as "Palm Tran," to provide bus service to such locations; and

**WHEREAS**, **SFRTA** and **Palm Beach County** desire to enter into this agreement for the purposes of defining the parties' funding obligations as well as other responsibilities and the parties' expectations and roles in establishing a demonstration project to initiate bus service between the Boca Raton Tri-Rail station, and the FAU and PBCC Campuses.

**NOW, THEREFORE**, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, **SFRTA** and **Palm Beach County** agree as follows:

**ARTICLE 1 – SERVICES TO BE PROVIDED BY PALM BEACH COUNTY**

1.1 Scope of Services. **Palm Beach County**, through its public transit system, Palm Tran, (referred to hereinafter as "**Palm Tran**") will increase service on Palm Tran Route 94 by providing two (2) air conditioned, fully enclosed, ADA compliant and bike rack equipped buses (also referred to herein as the "Buses") that Palm Tran will operate weekdays on Route 94.

## DRAFT

Route 94 runs between the Tri-Rail Boca Raton Station on Yamato Road, the FAU Campus, the PBCC Campus and Federal Highway.

1.2 Hours of Operation. **Palm Beach County** will endeavor to operate the Buses on a twenty-minute all-day service frequency on weekdays between the hours of 6:00 a.m. in the morning and 10:00 p.m. in the evening. The hours of operation may be amended upon the agreement of both **SFRTA** and **Palm Tran** to accommodate changes in usage patterns, the **SFRTA** train schedule and school or work hours. The route is to be designed so as to enable the Buses to make regularly scheduled stops at designated locations within the assigned route and provide sufficient time for riders to meet out-bound trains.

1.3 Bus Route. The Buses will provide public transportation fixed route services between the Boca Raton Tri-Rail Station, the FAU Campus, the PBCC Campus and Federal Highway (US 1) as outlined in the attached Exhibit "A" (also referred to herein as the "Service" or "Bus Service"). The bus route may be amended from time to time, at the discretion of **Palm Beach County**, with written notification to **SFRTA**. Alterations in service are to be implemented in accordance with **Palm Tran's** policy regarding changes to service. If a public hearing is required to implement a service alteration or change in fare, then such may not be implemented until **Palm Tran's** Service Board or **Palm Beach County's** Board of County Commissioners, as appropriate, has concluded its public hearing process and approved the change.

1.4 Fares. The current **Palm Tran** Fares or transfers will apply.

1.5 Equipment Identification. The Buses will be identified as Palm Tran Route 94.

1.6 Signage. **Palm Tran** shall provide signage for each bus stop designating the stop as one on Palm Tran Route 94. Signage will be designed, produced, and installed by **Palm Tran** in accordance with a schedule established by Palm Tran for the installation of the signage and submitted to the **SFRTA**. Bus stops shall be identified and announced in accordance with **Palm Tran's** procedures for bus stop announcements.

1.7 Highway (U.S. 1) bus service route may be added to the bus route at the discretion of **SFRTA** and **Palm Tran**.

1.8 Reserve. If **Palm Tran** determines that it is necessary to remove a bus from the Service contemplated hereunder as a result of an incident or mechanical problem, then **Palm Tran** will make a spare bus available from its fleet of public transit vehicles. **Palm Tran** will maintain a spare ratio that conforms to the Federal Transit Administration's (FTA) requirements applicable to it as an operator of a fixed route public transit system.

### ARTICLE 2 – TERM OF AGREEMENT, ETC.

2.1 This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for one (1) year from the effective date. **Palm Beach County** hereby grants to **SFRTA** the option to renew this Agreement, in accordance with the terms and conditions set forth herein, for two (2) additional one (1) year periods. In the event **SFRTA** elects to exercise

## DRAFT

the option granted hereunder, **SFRTA** shall notify **Palm Beach County** of such election, in writing, in accordance with the notice requirements set forth in Article 8 of this Agreement, no less than ninety (90) days prior to the expiration date of the then current term of the Agreement.

2.2 **SFRTA** agrees to contribute no less than \$350,000.00 to fund the operations of the Bus Service contemplated hereunder.

2.3 The parties acknowledge that **SFRTA's** exercise of the option granted hereunder and the continuation of the Bus Service described in this Agreement beyond the initial one (1) year term is not assured, and is subject to **SFRTA's** receipt of funds sufficient to fully fund the cost of Service from other governmental agencies or entities, including the City of Boca Raton. In addition, the continuation of this Agreement and each party's performance of its duties and obligations hereunder are subject to an annual appropriation by each party sufficient to fund the purposes of this Agreement. Each party's decision to appropriate is subject to their discretion and may be made for any reason or no reason at all.

2.3 Disadvantaged Business Enterprise (DBE) Policy and Obligation.

**DBE Policy:** It is the policy of **SFRTA** that disadvantaged business enterprises as defined in 49 CFR Part 26, as amended, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with FDOT funds under this Agreement. The DBE requirements of 49 CFR Part 26, as amended, will apply to this Agreement.

**DBE Obligation:** **Palm Beach County** agrees to ensure that Disadvantaged Business Enterprises as defined in 49 CFR Part 26, as amended, have the maximum opportunity to participate in the performance of contracts and this Agreement. In this regard, **Palm Beach County** shall take all necessary and reasonable steps in accordance with 49 CFR Part 26, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts. **Palm Beach County** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of FDOT assisted contracts.

**Palm Beach County** agrees to report any grievance filed under this section to **SFRTA** within 30 days of receipt by **Palm Beach County**.

The parties acknowledge that **Palm Beach County** has advised that it intends to provide the Services contemplated hereunder utilizing its existing workforce and that it does not intend to initiate any procurement actions to obtain an operator to provide the Services. If, however, **Palm Beach County** shall initiate procurement activities to obtain goods or services related to the delivery of Services hereunder, such procurement activities will be undertaken by **Palm Tran** in accordance with its DBE Program and Policy adopted in accordance with 49 CFR Part 26.

2.4 Equal Employment Opportunity. In connection with the carrying out of any project related to this Agreement, **Palm Beach County** shall not discriminate against any employee or applicant for employment because of race, age, creed, color, sex, or national origin. **Palm Beach County** will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, age, creed, color, sex, or national

## DRAFT

origin. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. **Palm Beach County** shall insert the foregoing provision modified only to the particular contractual relationship in all its contracts in connection with the development or operation of the project, except contracts for standard commercial supplies or raw materials, and shall require all such contractors to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. When the project involves installation, construction, demolition, removal, site improvement, or similar work, **Palm Beach County** shall post, in conspicuous places available to employees and applicants for employment for project work, notices to be provided by **SFRTA** setting forth the provisions of the nondiscrimination clause.

2.5 Title VI – Civil Rights Act of 1964. Execution of this Agreement constitutes a certification that **Palm Beach County** will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d, et seq.), the Regulations of the Federal Department of Transportation issued thereunder, and assurances by **Palm Beach County** given pursuant thereto.

**Title VIII Civil Rights Act of 1968.** Execution of this Agreement constitutes a certification that **Palm Beach County** will comply with all the requirements imposed by Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601, et seq.), which among other things, prohibits discrimination in housing on the basis of race, color, national origin, creed, sex, and age.

2.6 American with Disabilities Act of 1990 (ADA). Execution of this Agreement constitutes a certification that **Palm Beach County** will comply with all the requirements imposed by the ADA (42 U.S.C. 12102, et. seq.), the regulations of the federal government issued thereunder, and assurances given by **Palm Beach County** pursuant thereto.

2.7 Prohibited Interests. Neither **Palm Beach County** nor any of its contractors or their subcontractors shall enter into any contract, subcontract, or arrangement in connection with the project included or planned to be included in the project, in which any member, officer, or employee of **Palm Beach County** during his tenure or for two years thereafter has any interest direct or indirect. If any such present or former member, officer, or employee involuntarily acquires or had acquired prior to the beginning of his tenure any such interest, and if such interest is immediately disclosed to **Palm Beach County**, **Palm Beach County** with prior approval of **SFRTA**, may waive the prohibition contained in this subsection: provided, that, any such present member, officer, or employee shall not participate in any action by **Palm Beach County** relating to such contract, subcontract, or arrangement. **Palm Beach County** shall insert in all contracts entered into in connection with the project or any property included or planned to be included in any project, and shall require its contractors to insert in each of their subcontracts, the following provision:

No member, officer, or employee of Palm Beach County during his tenure or for two years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.

## DRAFT

The provisions of this subsection shall not be applicable to any agreement between **Palm Beach County** and its fiscal depositories, or to any agreement for utility services the rates for which are fixed or controlled by a Governmental agency.

2.8 Environmental Pollution. Execution of this Agreement constitutes a certification by **Palm Beach County** that the project will be carried out in conformance with all applicable environmental regulations including the securing of any applicable permits. **Palm Beach County** will be responsible for liability for its actions, in the event of **Palm Beach County's** non-compliance with applicable environmental regulations, including the securing of any applicable permits, and will reimburse **SFRTA** for any losses incurred by **SFRTA** in connection therewith.

2.9 Neither Party Obligated to Third Parties: Nothing contained in this Agreement shall be construed as a waiver of either parties' sovereign immunity as set forth in Section 768.28, F.S. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the **SFRTA** or **Palm Beach County**. Nothing contained herein shall be deemed to constitute an imposition or acceptance of any obligation or liability, by either party, not otherwise imposed by the express and unequivocal language of this Agreement.

2.10 When Rights and Remedies Not Waived. In no event shall the making by **SFRTA** of any payment to **Palm Beach County** constitute or be construed as a waiver by **SFRTA** of any breach of covenant or any default which may then exist on the part of **Palm Beach County**, and the making of such payment by **SFRTA** while any such breach or default exist shall in no way impair or prejudice any right or remedy available to **SFRTA** with respect to such breach or default.

2.11 How Agreement Is Affected by Provisions Being Held Invalid. 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 continue and be conformed to the terms and requirements of applicable law; provided, however, that if **SFRTA's** funding obligation or any other provision of this Agreement is found to be invalid which would cause there to be a lack of mutuality of obligation or remedy, then this Agreement shall terminate. Nothing contained herein shall cause **SFRTA** to be relieved of its obligation to compensate **Palm Beach County** for services rendered.

2.12 Bonus or Commission. By execution of the Agreement, **Palm Beach County** represents that it has not paid and also agrees not to pay any bonus or commission for the purpose of obtaining an approval of any application for financing hereunder.

2.13 State of Territorial Law. Nothing in the Agreement shall require **Palm Beach County** to observe or enforce compliance with any provision thereof, perform any other act or do any other thing in contravention of any applicable State law. If **Palm Beach County** believes any of the provisions of the Agreement violates any applicable State law, **Palm Beach County** will at once notify **SFRTA** in writing in order that appropriate changes and modifications may be made so as to enable **SFRTA** and **Palm Beach County** to proceed as soon as possible with the project.

## DRAFT

2.14 Contractual Indemnity. To the extent provided by law in effect at the time of this Agreement, **Palm Beach County** shall indemnify, defend, and hold harmless **SFRTA** and all its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any negligent act, error or omission act by **Palm Beach County**, its agents, or employees, during the performance of the Agreement, except that neither **Palm Beach County**, its agents or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any negligent act, error or omission by **SFRTA** or any of its officers, agents, or employees, or any third party, during the performance of the Agreement.

When **SFRTA** receives a notice of claim for damages that may have been caused by **Palm Beach County** in the performance of services required under this Agreement, **SFRTA** will immediately forward the claim to **Palm Beach County**. **Palm Beach County** and **SFRTA** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, **SFRTA** will determine whether to require the participation of **Palm Beach County** in the defense of the claim or to require **Palm Beach County** defend **SFRTA** in such claim as described in this section. **SFRTA**'s failure to promptly notify **Palm Beach County** of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by **SFRTA**. **SFRTA** and **Palm Beach County** will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all expenses.

Notwithstanding anything contained in this Section 2.14, **Palm Beach County** shall not be responsible for the defense of any act, error, omission or negligence of the **SFRTA**, its officers, employees, servants or agents, or any third party, nor shall either party be deemed to have waived its sovereign immunity or to assume any liability in addition to that waived by the State Legislature under Section 768.28, F.S.

### 2.15 Restrictions on Lobbying.

**Federal:** **Palm Beach County** agrees that no federal appropriated funds have been paid or will be paid by or on behalf of **SFRTA**, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by **Palm Beach County** to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. **Palm Beach County** will require that the language of this section be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under



## DRAFT

grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

**State:** No funds received pursuant to this Agreement may be expended for lobbying the Legislature or a state agency.

### ARTICLE 3 - COMPENSATION

3.1 **SFRTA** shall reimburse **Palm Beach County** for the provision of Bus Service under this Agreement. For the first year of this Agreement and the second year of this Agreement, if **SFRTA** exercises the option to renew granted in Article 2, reimbursement will be at the rate of \$60 per hour, per vehicle. Costs will begin accruing at the time a vehicle leaves the Palm Tran facility closest to the route until it returns to the Palm Tran facility. In the event the City of Boca Raton desires to make the service free for FAU students, and the parties agree to implement a program to allow the services to be provided free to FAU students, then an additional revenue recovery cost in the amount of \$2.50 per hour will be added to the base \$60/hour cost increasing the per hour rate of the service to \$62.50 an hour.

3.2 **Palm Beach County** shall receive reimbursement from **SFRTA**, in an amount not to exceed \$350,000.00 for the Bus Service hours provided, as further described in the schedule attached hereto as Exhibit "B," for each year this Agreement is in effect, subject to the provisions of Section 3.6 below. The parties anticipate that **Palm Beach County's** annual cost of service for the first year, and the second year of service if **SFRTA** elects to exercise the option to renew, will be approximately \$306,000.00. Said sum shall be divided into twelve (12) equal monthly payments in the amounts of \$25,500.00 which **SFRTA** shall remit to **Palm Beach County** as provided herein.

3.3 In the event, **SFRTA** elects to exercise the option to renew the Agreement for an additional third year, the parties agree that the hourly rate of service shall increase by five percent (5%), and that the annual cost of service will be approximately \$321,300.00. Said sum shall be divided into twelve (12) equal monthly payments in the amount of \$26,775.00 which **SFRTA** shall remit to **Palm Beach County** as provided herein.

3.4 At the conclusion of each month, **Palm Beach County** will submit a Service Report Statement to **SFRTA** detailing the number of hours of service provided for that month, passenger counts and any other information that the parties determine is necessary for the proper evaluation of the service and to enable **SFRTA** to perform pre-audit functions.

3.5 Within forty-five (45) days of **SFRTA's** receipt of a Service Report Statement, **SFRTA** shall make a monthly payment to **Palm Beach County** in the amount of \$25,500.00. In the event the Agreement is renewed, **SFRTA** shall continue to make monthly payments in the amount of \$25,500.00 for the second year and in the amount of \$26,775.00 for the third year. Any itemized expenses submitted by **Palm Beach County** for reimbursement must fully comply with all requirements imposed by the Federal Transit Administration or the State of Florida applicable to the service pursuant to grant funding agreements, Federal or State laws, or other

## DRAFT

regulations applicable to **SFRTA** or **Palm Beach County** for itemized expenses or they may be disallowed for payment by **SFRTA**.

3.6 The parties acknowledge that **Palm Beach County's** current cost of diesel/fuel is \$3.00 a gallon. The parties further acknowledge that the cost of diesel/fuel has been in an escalating pattern, that it is a significant and major component of the cost elements considered by **Palm Beach County** in determining the hourly rate, and that **Palm Beach County** cannot reasonably calculate or forecast what the cost of diesel/fuel will be during the term of this Agreement. Accordingly, the parties agree that if during the third year of this Agreement, **Palm Beach County's** cost of diesel/fuel shall increase by ten percent (10%) or more beyond \$3.00 a gallon, then the parties shall negotiate, in good faith, an increase to the hourly rate and establish a new hourly rate that takes into account the increased cost of diesel/fuel and other cost increases experienced by **Palm Beach County**. In the event the parties are unable to reach agreement, then **Palm Beach County** may terminate this Agreement for convenience.

### ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 **Palm Beach County** shall be responsible for the delivery and coordination of the Bus Service contemplated hereunder.

4.2 **SFRTA's** Project Manager for this Agreement shall be the Director of Operations for **SFRTA** or other authorized representative. **Palm Beach County's** Project Manager shall be **Palm Tran's** Executive Director or his designee.

4.3 **Palm Beach County** shall work with and coordinate its efforts with the City of Boca Raton Transportation Management Initiative (TMI) to publicize and promote the Service. **Palm Beach County** efforts will include the development and distribution of marketing materials and promotional activities.

### ARTICLE 5 – INSURANCE

5.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, **Palm Beach County** acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence; or such limits that may change and be established by the Florida Legislature.

5.1.1 Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. **Palm Beach County** acknowledges that it is self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

5.1.2 When requested, **Palm Beach County** agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which **SFRTA** agrees to recognize as acceptable for the above-mentioned coverages.

## DRAFT

### ARTICLE 6 - TERMINATION

6.1 If through any cause within the reasonable control of **Palm Beach County**, **Palm Beach County** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **SFRTA** may thereupon give written notice to **Palm Beach County** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **Palm Beach County** shall have forty-five (45) days to cure said default or such additional period authorized by **SFRTA**. In the event that **Palm Beach County** shall not have cured said default to the satisfaction of **SFRTA** by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to **Palm Beach County**.

6.2 If through any cause within the reasonable control of **SFRTA**, **SFRTA** shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, **Palm Beach County** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **SFRTA** shall have forty-five (45) days to cure or additional period authorized by **Palm Beach County**. In the event that **SFRTA** shall not have cured said default by such deadline, then this Agreement may be terminated by **Palm Beach County** upon notice of termination to **SFRTA**.

6.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time, by giving forty-five (45) days written notice to the other of its intent to terminate for convenience.

6.4 In the event this Agreement is terminated, in whole or in part, by either party for any reason, **SFRTA** shall reimburse **Palm Beach County**, on a prorated basis, for the direct and indirect costs arising out of or related to the termination, including but not limited to labor and personnel costs that will be incurred by **Palm Tran**, for a period not to exceed four (4) months.

### ARTICLE 7 – CHANGES AND MODIFICATIONS

7.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

7.2 Modifications to this Agreement must be made in the form of a written amendment signed by **SFRTA** and **Palm Beach County**.

### ARTICLE 8 - NOTICES

8.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice

## DRAFT

in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

**For PALM BEACH COUNTY:      For SFRTA:**

Chuck Cohen  
Executive Director  
Palm Tran  
3201 Electronics Way  
West Palm Beach, FL 33407

South Florida Regional Transportation Authority  
Attn: Director of Operations  
800 N.W. 33<sup>rd</sup> Street  
Suite 100  
Pompano Beach, FL 33064

### ARTICLE 9 – STATE LAW AND VENUE

9.1 This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court. The parties agree that each will submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or related to this Agreement and agree that all claims in respect to such action or proceeding may be heard and determined in Palm Beach County, Florida, the venue situs.

### ARTICLE 10 – FORCE MAJEURE

10.1 In the event the performance by **Palm Beach County** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which Palm Beach County reasonably determines will interfere with its ability to perform, **Palm Beach County** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

### ARTICLE 11 – SUCCESSORS AND ASSIGNS

11.1 Subject to other provisions hereof, Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

### ARTICLE 12 – JOINT PREPARATION

12.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

### ARTICLE 13 – CAPTIONS

13.1 The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

DRAFT

DRAFT

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **PALM BEACH COUNTY**, signing by and through its Chairperson, duly authorized to execute same, and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY** signing by and through its Chair, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_, 2007.

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

\_\_\_\_\_  
Joseph Giuliatti  
Executive Director

By: \_\_\_\_\_  
Chair

This \_\_\_\_ day of \_\_\_\_\_, 2007

(SFRTA SEAL)

Approved as to form by:

\_\_\_\_\_  
Chris Bross, Director Procurement

\_\_\_\_\_  
General Counsel, SFRTA

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY FLORIDA by its  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairperson

This \_\_\_\_ day of \_\_\_\_\_, 2007

Approved as to form  
And Legal Sufficiency

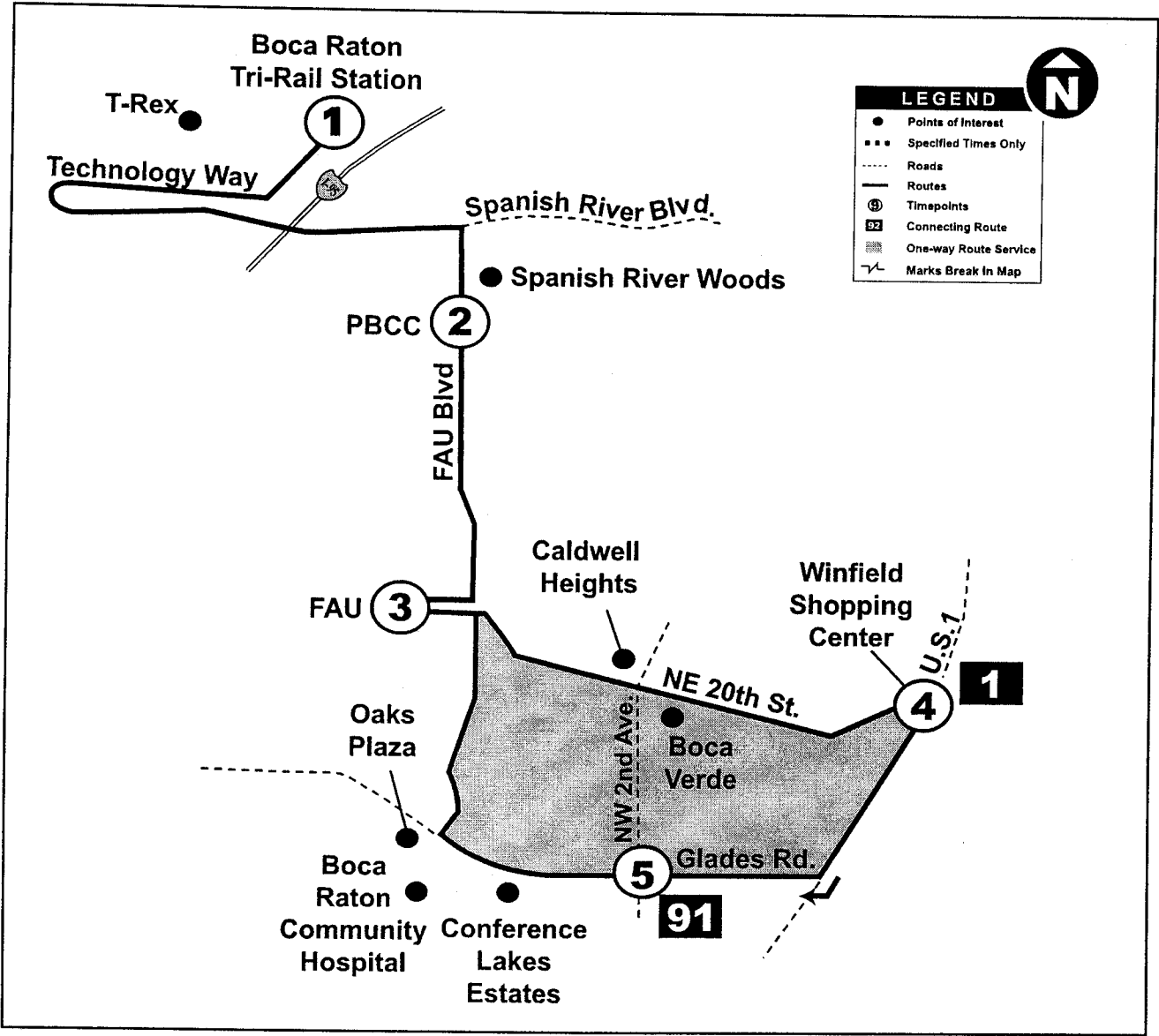
Approved as to Terms and Conditions

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Chuck Cohen, Executive Director, Palm Tran

G:\...ASFRTABocaShuttleBusService.pt.word

**Route 94**  
Route 94 route and schedule has been improved to  
make better connections with Tri-Rail and FAU



Route 94 Weekday Ruta 94 Semana / Rout 94 Lasémèn

SOUTHBOUND SUR / SID

	①	②	③
	Boca Raton Tri-Rail	PBCC	FAU
A.M.	645	651	655
	705	711	715
	725	731	735
	745	751	755
	805	811	815
	825	831	835
	845	851	855
	905	911	915
	925	931	935
	945	951	955
	1005	1011	1015
	1025	1031	1035
	1045	1051	1055
	1105	1111	1115
	1125	1131	1135
	1145	1151	1155
	1205	1211	1215
	1225	1231	1235
	1245	1251	1255
	105	111	115
P.M.	125	131	135
	145	151	155
	205	211	215
	225	231	235
	245	251	255
	305	311	315
	325	331	335
	345	351	355
	405	411	415
	425	431	435
	445	451	455
	505	511	515
	525	531	535
	545	551	555
	605	611	615
	625	631	635
	645	651	655
	705	711	715
	725	731	735
	745	751	755

NORTHBOUND NORTE / NÔ

	④	⑤	③	②	①
	US 1 & NE 20th St.	Glades Rd. at Bus Bay	FAU	PBCC	Boca Raton Tri-Rail
A.M.	701	704	710	714	720
	721	724	730	734	740
	741	744	750	754	800
	801	804	810	814	820
	821	824	830	834	840
	841	844	850	854	900
	901	904	910	914	920
	921	924	930	934	940
	941	944	950	954	1000
	1001	1004	1010	1014	1020
	1021	1024	1030	1034	1040
	1041	1044	1050	1054	1100
	1101	1104	1110	1114	1120
	1121	1124	1130	1134	1140
	1141	1144	1150	1154	1200
	1201	1204	1210	1214	1220
	1221	1224	1230	1234	1240
	1241	1244	1250	1254	100
	101	104	110	114	120
	121	124	130	134	140
P.M.	141	144	150	154	200
	204	204	210	214	220
	221	224	230	234	240
	241	244	250	254	300
	301	304	310	314	320
	321	324	330	334	340
	341	344	350	354	400
	401	404	410	414	420
	421	424	430	434	440
	441	444	450	454	500
	501	504	510	514	520
	521	524	530	534	540
	541	544	550	554	600
	601	604	610	614	620
	621	624	630	634	640
	641	644	650	654	700
	701	704	710	714	720
	721	724	730	734	740
	741	744	750	754	800
	801	804	810	814	820



BGRV 540 120607\*329  
BGEX 540 120607\*1890

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY  
BUDGET AMENDMENT

FUND 1340 PALM TRAN OPERATING

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC AS OF 12/6/07	REMAINING BALANCE
<b>REVENUE</b>								
<u>Palm Tran Operating Revenue</u>								
Fixed Route Revenue								
540 5008 4435	Contract Services-Special Route	0	0	229,500	0	229,500		
Total Receipts & Balances		71,702,141	71,771,553	229,500	0	72,001,053		
<b>APPROPRIATIONS</b>								
<u>Palm Tran Operating Expenses</u>								
Fixed Route Operations/Maintenance								
540 5110 1201	Salaries-Reg	9,488,291	9,488,291	80,000		9,568,291	1,377,699	8,190,592
540 5140 5214	Diesel	5,403,729	5,403,729	149,500	0	5,553,229	935,782	4,617,447
Total Appropriations & Expenditures		71,702,141	71,771,553	229,500	0	72,001,053		

**PALM TRAN**

Initiating Department/Division  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures

Date  
12/6/07

By Board of County Commissioners  
At Meeting of December 18, 2007.

Deputy Clerk to the  
Board of County Commissioners

View All (1 of 2) : The Unit that was entered does not exist  
BGRV - 540- 12060700000000000329- 1- New- Draft





							Action Menu
Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease	
2008	1340	540	5008	4435	\$229,500.00	Increase	
Insert New Line Insert Copied Line							First Prev Next Last

Action :	<input type="text" value="New"/>	Budget FY :	<input type="text" value="2008"/>
Event Type :	<input type="text" value="BG25"/>	Fiscal Year :	<input type="text" value="2008"/>
Name :	<input type="text"/>	Period :	<input type="text" value="3"/>
Start Date :	<input type="text"/>	Fund :	<input type="text" value="1340"/>
End Date :	<input type="text"/>	Department :	<input type="text" value="540"/>
Dollar Amount :	<input type="text" value="\$229,500.00"/>	Unit :	<input type="text" value="5008"/>
Increase/Decrease :	<input type="text" value="Increase"/>	Revenue :	<input type="text" value="4435"/>
Contract Svcs-Special Routes			
Contact :		<input type="text"/>	
Contact Name :			
Description :		<input type="text"/>	
House Bill Number :			

Menu

BGEX - 540- 12060700000000001890- 1- New- Draft

Action Menu

	Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease
  ✓	2008	1340	540	5405110PA	5110	1201	\$80,000.00	Increase
 	2008	1340	540	5405140OA	5140	5214	\$149,500.00	Increase
Insert New Line Insert Copied Line								
First Prev Next Last								

Perform Budget Rollup Smart Budget Rollup Load Existing Links Choose Centralized Revenue Line(s)

Expense Budget

Action : 

Modify

Event Type : 

BG03

Name :

Start Date :

End Date :

Dollar Amount : 

\$80,000.00

Increase/Decrease : 

Increase

Budget FY : 

2008

Fiscal Year : 

2008

Period : 

3

Fund : 

1340

Department : 

540

Appr Unit : 

5405110PA

Unit : 

5110

Object : 

1201

Salaries & Wages Regular

Contact :

Contact Name :

Description :

House Bill Number :

Edit

Print

Validate

Submit

Close

Menu