

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 22, 2008 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Palm Tran
Submitted By: Palm Tran
Submitted for: Palm Tran

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:


- A) Interlocal agreement for the funding and provision of transportation services with Hendry County Florida; and
- B) Budget transfer of \$70,000 from the General Fund Contingency to the Palm Tran Grants fund; and
- C)) Budget amendment of \$136,344 in the Palm Tran Grants fund to recognize the transfer from the General Fund (\$70,000) and funds from Hendry County (\$66,344).

Summary: On December 4, 2007, Staff presented to the Board background on the Lake Region Commuter Route (LRCR/Clewiston Shuttle) and sought direction from the Board as to the continued funding and operation of the service (Agenda Item 5E1 presented on December 4, 2007). Florida Department of Transportation (FDOT) had been providing 100% of the funding for this service through December 2007. FDOT has agreed to provide \$70,000 in funds (Resolution 2008-0679) for a portion of one (1) additional year of service. The Board has agreed to provide \$70,000 in funding if Hendry County also contributed funds to continue the service. The funding agreement with Hendry County has been secured and is presented to the Board for its consideration and action. District 6 (DR)

Background and Justification: The Lake Region has one of the highest rates of unemployment and lack of automobile ownership in the State of Florida. The LRCR is the only transit route that connects two (2) hubs for employment, education, and life sustaining destinations in the Lake Region. Former governor Bush declared the Heartland Region which includes the Lake Region, an area of "Critical Economic concern". The Florida Heartland Rural Economic Development Initiative (FHREDI), a private, not-for-profit economic development organization representing the Heartland Region, is undertaking a mobility study that includes the Lake Region. The study is to address a governing structure and financial plan for mobility options in six (6) counties and four (4) communities, including Belle Glade, South Bay and Pahokee. This study includes the service area of the Lake Region and is scheduled to be completed in 2008. Both Hendry County and FDOT have committed funding to provide uninterrupted service for the existing ARCR for this year with the expectations that the FHREDI study will provide direction and the operation of the service next year and into the future.

Attachments:

- 1. Interlocal Agreement with Hendry County (2 originals)
- 2. Budget Amendment to recognize funds from Hendry County and Palm Beach County
- 3. Budget Transfer

Recommended By:  7/2/08
Department Director Date

Approved By:  7/10/08
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	200-	200-
Grant Expenditures					
Operating Costs	136,344				
External Revenues	<66,344>				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	70,000				
# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				

Is Item Included In Current Budget? Yes _____ No X
 Budget Account No.: Fund 1341 Dep't. 542 Unit 0436 Object 3401
 Program E959 Reporting Category _____

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

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

III. REVIEW COMMENTS

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

Atwillhite 7-7-08
 8/7/08 OFMB 6/22/08

John - J. Jacoby 7/8/08
 7/8/08 Contract Dev. and Control
 This Contract complies with our contract review requirements.

B. Legal Sufficiency:

28 7/9/08
 Assistant County Attorney

The effective date is retroactive.

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT FOR
THE FUNDING AND PROVISION OF TRANSPORTATION SERVICES
BY AND BETWEEN
PALM BEACH COUNTY
AND HENDRY COUNTY**

THIS INTERLOCAL AGREEMENT is made and entered into this 27th day of May, 2008, by and between Hendry County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "Hendry"), and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "Palm Beach").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act of 1969, authorizes governments to enter into agreements for the achievement of mutual purposes and objectives; and

WHEREAS, Section 125.01(1)(p), Florida Statutes, authorizes counties to enter into agreements with other governmental agencies regarding the performance of governmental functions; and

WHEREAS, Palm Beach has contracted with a third party for the operation of a public transit route which includes parts of Palm Beach County and Hendry County, including the City of Clewiston which is located in Hendry County, Florida; and

WHEREAS, said route, commonly known as the "Clewiston Shuttle," currently operates seven (7) days a week, sixteen (16) hours a day, excluding holidays; and

WHEREAS, the Florida Department of Transportation (FDOT) had previously provided Palm Beach with a grant whose purpose was to fully fund the Clewiston Shuttle service; and

WHEREAS, FDOT has declined to fully fund the Clewiston Shuttle for the period of January 1, 2008 through December 28, 2008, and has encouraged Palm Beach and Hendry to fund approximately two-thirds of the cost of the service; and

WHEREAS, FDOT has indicated that it will provide Seventy Thousand Dollars (\$70,000.00) to Palm Beach to partially fund the Clewiston Shuttle service; and

WHEREAS, Palm Beach is willing to provide Seventy Thousand Dollars (\$70,000.00) to partially fund the cost of the Clewiston Shuttle service; and

WHEREAS, Hendry is willing to provide Sixty-Six Thousand Three Hundred Forty-Four Dollars (\$66,344.00) to partially fund the cost of the Clewiston Shuttle service.

NOW, THEREFORE, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

Section 1. Purpose: The purpose of this Agreement is to clarify the parties' roles and obligations regarding the operation of and funding for the Clewiston Shuttle service.

Section 2. Representative and Contract Monitor: Palm Beach's representative and contract monitor during the term of this Agreement is Palm Tran's Executive Director whose telephone number is 561-841-4200. Hendry's representative and contract monitor during the term of this Agreement is Judi Kennington-Korf, its Assistant County Administrator, whose telephone number is 863-675-5220.

Section 3. Effective Date and Term: This Agreement shall relate back and take effect as of January 1, 2008 and shall expire on December 28, 2008. Nothing contained in this Agreement shall, however, prevent Palm Beach from terminating this Agreement for its convenience upon ten (10) days notice to Hendry of its intent to terminate. Hendry shall be entitled to a pro rata refund of monies paid for any services not provided. Except for the refund provided for in the preceding sentence, Hendry shall have no legal remedy for Palm Beach's termination for convenience. Hendry acknowledges that sufficient consideration is furnished for the termination of this Agreement for convenience.

Section 4. Provision of Services: Palm Beach will provide fixed route general public transit services, with pre-scheduled route deviation services, as generally described in the contract

awarded by Palm Beach County for the Clewiston Shuttle services (05-157/MJ), as it may be amended from time. Services will be provided in accordance with Palm Beach's policies and procedures relating to the delivery of public transit services, as they may be modified or amended from time to time in the sole discretion of Palm Beach. In addition, nothing contained herein shall prevent Palm Beach from modifying the service, including but not limited to, the route, stops, deviation points, etc., as Palm Beach may determine appropriate, in its sole discretion; provided, however, that Palm Beach will not reduce the days or hours of service to Clewiston (seven days a week, 6:30 a.m. – 10:30 p.m.) without first having notified Hendry of its intent to reduce the service and considered any comments that Hendry timely provided regarding the reduction.

Section 5. Payment and Contract Amount: Hendry shall remit to Palm Beach the sum of Sixty-Six Thousand Three Hundred Forty-Four Dollars (\$66,344.00) which shall be used by Palm Beach to help defray the cost of providing the Clewiston Shuttle service. Palm Beach has also budgeted Seventy Thousand Dollars (\$70,000.00) which it will use to help fund the Clewiston Shuttle service. Palm Beach will also allocate and budget funds received from FDOT under a Joint Participation Agreement, the purpose of which is to provide Seventy Thousand Dollars (\$70,000.00) in funds to be used to offset Palm Beach's costs associated with the delivery of the Clewiston Shuttle services. The parties acknowledge that under the service contract Palm Beach awarded for the Clewiston Shuttle that the contractor retains all cash fares received through the fare box and that such cash fares are to be applied as partial payment of the fixed hourly rate.

Section 6. Invoicing and Reimbursement: Palm Beach will submit quarterly invoices for Sixteen Thousand Five Hundred Eighty-Six Dollars (\$16,586.00) to Hendry for payment of its contribution or share of the cost of the service. The parties acknowledge that this Agreement is being entered into after the first of the year. Within thirty (30) days of the execution of this Agreement, Hendry shall pay for the first two quarters. The remaining two invoices will be issued by Palm Beach for the third and fourth quarters on July 1, 2008, and October 1, 2008. The invoices will

include a reference to this Agreement and identify the amount due and payable from Hendry. Hendry shall pay the invoice amount to Palm Beach within thirty (30) days of receipt of Palm Beach's invoice. The parties acknowledge that nothing contained in this Agreement or any other document shall act as a limitation upon Palm Beach's right to receive Hendry's contribution, except as provided in Section 3, or as a waiver of any rights Palm Beach has or may have, or preclude Palm Beach from pursuing any remedy available to under this Agreement, at law or in equity.

Section 7. Reporting: If requested, Palm Beach will provide information to Hendry relating to ridership and payments made to Palm Beach's contractor providing services.

Section 8. Access and Audits: Palm Beach will maintain adequate records to justify its charges for the services provided for at least three (3) years from the last date of service or such lesser period of time as may be required by Palm Beach's records custodian for maintenance of public records. Hendry may request access to Palm Beach's non-confidential or non-exempt books, records, and documents pertaining to this Agreement for the purpose of inspection or audit during normal business hours.

Section 9. Liability: The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes.

Section 10. Notice of Complaints or Suits: Hendry will promptly notify Palm Beach of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party or Palm Tran, Inc., or their respective officers, directors, employees, servants or agents is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Section 11. Annual Appropriation: Each party's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by its governing body for the purposes described in this Agreement. Moreover, Palm Beach's obligations under this Agreement are contingent upon Palm Beach's entering into an agreement with FDOT which obligates FDOT to provide grant funds, in an amount not less than seventy thousand dollars (\$70,000.00) to be used for the purposes of this Agreement and Palm Beach's timely receipt of said grant funds.

Section 12. Breach and Opportunity to Cure: The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice and an opportunity to cure before terminating this Agreement.

Section 13. Enforcement Costs: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

Section 14. No Agency Relationship and No Third Party Beneficiaries: Nothing contained herein shall create an agency relationship between Hendry and Palm Beach or Hendry and Palm Tran, Inc. Moreover, this Agreement is not intended to be a third party beneficiary contract and creates no right in anyone other than Hendry, Palm Beach and Palm Tran, Inc.

Section 15. Notice: All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to Palm Beach:

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

As to Hendry:

Assistant County Administrator
Hendry County
P.O. Box 2340
LaBelle, FL 33975

Either party may change its address upon notice to the other.

Section 16. Modification and Amendment: Except as expressly permitted herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 17. Remedies: This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held 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 or 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.

Section 18. No Waiver: No waiver of any provision(s) of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 19. Joint Preparation: The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 20. Equal Opportunity: Palm Beach and Hendry agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. In the event any complaint is filed that relates, in any manner, to the services provided under this Agreement, Hendry shall fully and timely cooperate and assist in any inquiry or investigation into the complaint and its resolution.

Section 21. Captions: The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 22. Severability: In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 23. Entirety of Agreement: This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 24. Filing: A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida, and with the Clerk of the Circuit Court in and for Hendry County, Florida.

(Remainder of Page Intentionally Left Blank)

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Addie L. Greene, Chairperson

ATTEST:

BOARD OF COUNTY COMMISSIONERS OF
HENDRY COUNTY, FLORIDA


By: Amita Bischoff D.C.
Barbara Butler, Clerk

By: Janet B. Taylor
Janet B. Taylor, Chair

Approved as to Form
and Legal Sufficiency

Approved as to Terms
and Conditions

Palm Beach County Attorney


Chuck Cohen, Executive Director
Palm Tran

Attachment 2
Pg 1 of 3
08-

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET AMENDMENT

BGRV 540 061008*618
BGEX 540 061008*2877

FUND 1341 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 6/9/2008	REMAINING BALANCE
REVENUE								
Mass Trans Grants - FDOT 410959 Clewiston Lake Route Region Service								
542 0436 3749	Grnt Fr Ot Loc Govt-Transport	0	0	66,344		66,344		
542 0436 8000	Tr Fr General Fund	0	0	70,000		70,000		
Total Receipts & Balances		44,397,444	45,596,528	136,344	0	45,732,872		
EXPENDITURES								
Non Oper Expenditures - FDOT 410959 Clewiston Lake Route Region Service								
542 0436 3401	Other Contractual Services	45,275	128,886	136,344		265,230	117,797	147,433
Total Appropriations & Expenditures		44,397,444	45,596,528	136,344	0	45,732,872		

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

5/26/10

Signatures
Date

By Board of County Commissioners
At Meeting of July 22, 2008
Deputy Clerk to the
Board of County Commissioners

1 View All (1 of 1) : Document validated successfully
BGRV - 540- 0610080000000000618- 1- New- Draft

Action Menu

	Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease
✓	2008	1341	542	0436	3749	\$66,344.00	Increase
	2008	1341	542	0436	8000	\$70,000.00	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="9"/>
Start Date :	<input type="text"/>	Fund :	<input type="text" value="1341"/>
End Date :	<input type="text"/>	Department :	<input type="text" value="542"/>
Dollar Amount :	<input type="text" value="\$66,344.00"/>	Unit :	<input type="text" value="0436"/>
Increase/Decrease :	<input type="text" value="Increase"/>	Revenue :	<input type="text" value="3749"/>
Grnt Fr Ot Loc Govt-Transport			
Contact :	<input type="text"/>		
Contact Name :	<input type="text"/>		
Description :	<input type="text"/>		
House Bill Number :	<input type="text"/>		

Save	Undo	Print	Validate	Submit	Close
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Menu

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Action Menu

Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease
✂	📄	✓	2008	1341	542	5420436OA 0436 3401	\$136,344.00 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	Budget FY :	2008
Event Type :	BG03	Fiscal Year :	2008
Name :			
Start Date :		Period :	9
End Date :		Fund :	1341
Dollar Amount :	\$136,344.00	Department :	542
Increase/Decrease :	Increase	Appr Unit :	5420436OA
		Unit :	0436
		Object :	3401
		Other Contractual Services *	
		Contact :	
		Contact Name :	
		Description :	
		House Bill Number :	

Save Undo Print Validate Submit Close

Menu

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
BUDGET TRANSFER

BGEX 540 060908000000002863

FUND 0001 GENERAL FUND

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 6/9/2008	REMAINING BALANCE
<u>Appropriations</u>								
820 9900 9901	Contingency Reserves	20,000,000	18,436,528	0	70,000	18,366,528	0	18,366,528
820 9100 9064	Tr to Palm Tran Grants Fd 1341	208,535	208,535	70,000		278,535	0	278,535
Total Fund		1,018,278,583	1,042,056,162	70,000	70,000	1,042,056,162		

PALM TRAN

Initiating Department/Division

Administration/Budget Department Approval

OFMB Department - Posted

2:37 PM

6/9/2008 0:00

Signatures

Date

By Board of County Commissioners
At Meeting of July 22, 2008

Deputy Clerk to the
Board of County Commissioners

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Action Menu

	Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease
	2008	0001	820	8209100NA	9100	9064	\$70,000.00	Increase
	2008	0001	820	8209900NA	9900	9901	\$70,000.00	Decrease
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 :	<input type="text" value="Modify"/>	Budget FY :	<input type="text" value="2008"/>
Event Type :	<input type="text" value="BG06"/>	Fiscal Year :	<input type="text" value="2008"/>
Name :	<input type="text"/>	Period :	<input type="text" value="9"/>
Start Date :	<input type="text" value="06/09/2008"/>	Fund :	<input type="text" value="0001"/>
End Date :	<input type="text"/>	Department :	<input type="text" value="820"/>
Dollar Amount :	<input type="text" value="\$70,000.00"/>	Appr Unit :	<input type="text" value="8209100NA"/>
Increase/Decrease :	<input type="text" value="Increase"/>	Unit :	<input type="text" value="9100"/>
		Object :	<input type="text" value="9064"/>
		Tr To Palm Tran Grants Fd 1341	
		Contact :	<input type="text"/>
		Contact Name :	<input type="text"/>
		Description :	<input type="text"/>
		House Bill Number :	<input type="text"/>

Save Undo Print Validate Submit Close

Menu