

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

=====

Meeting Date: March 17, 2009	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department: Palm Tran
Submitted By: Palm Tran
Submitted For: Palm Tran

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends a motion to approve: Interlocal Agreement with the Village of Wellington to reimburse, in part, Palm Beach County for the delivery of door-to-door paratransit transportation services to the Village of Wellington residents with Americans with Disability Act (ADA) eligibility in an amount not-to-exceed \$40,000 for the period October 1, 2008 through September 30, 2009.

Summary: This Interlocal Agreement with the Village of Wellington will provide paratransit services to residents no longer eligible for Americans with Disabilities Act (ADA) paratransit services due to the redefinition of the ADA core area. This agreement takes effect October 1, 2008 and expires September 30, 2009, in an amount not-to-exceed \$40,000. Countywide (DR)

Background and Justification: The County, for reasons of efficiency and economies of service redefined the ADA core service area, eliminating a portion of the ADA core area in the Village of Wellington. In response to the redefinition of the ADA core area, the Village of Wellington asked the County to provide, on the Village of Wellington's behalf, paratransit services to the Village's residents who are ADA paratransit eligible individuals but whose trips are no longer eligible for the County's ADA paratransit services. The County is willing to provide such services to the Village of Wellington and the Village of Wellington is willing to pay to the County the costs associated with the delivery of such services to the Village's residents.

Attachments:

1. Village of Wellington Resolution # R2009-07 authorizing Interlocal Agreement
2. Interlocal Agreement (3 copies)

=====

Recommended by:  **Department Director** Feb 4, 2009
Date

Approved By:  **Assistant County Administrator** 2/12/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012
Capital Expenditures				
Operating Costs	\$40,000			
External Revenues	< \$40,000 >			
Program Income (County)				
In-Kind Match (County)				
NET FISCAL IMPACT	0			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0		

Is Item Included In Current Budget? Yes X No

Budget Account No.: Fund 1340 Department 540 Unit 5003 Object Various
 Program

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

C. Departmental Fiscal Review: *John Murphy, Finance Mgr*

III. REVIEW COMMENTS

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

John D. [Signature] 2-10-09
 2/10/09 OFMB *2/10/09*
[Signature] 2/10/09 Contract Dev. and Control *2/10/09*

This Contract complies with our contract review requirements.

B. Legal Sufficiency:
[Signature] 2/11/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

**INTERLOCAL AGREEMENT FOR
TRANSPORTATION SERVICES
BY AND BETWEEN
PALM BEACH COUNTY
AND THE
VILLAGE OF WELLINGTON**

THIS INTERLOCAL AGREEMENT is made and entered into this ____ day of _____, 2009, by and between the Village of Wellington, a Florida municipal corporation, (hereafter "Village") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereafter "County").

WITNESSETH

WHEREAS, County operates a fixed route public transit system and provides complementary paratransit services to those individuals who are eligible to receive such services in accordance with the requirements of the Americans with Disabilities Act of 1990 and the regulations implementing the Act (collectively referred to hereafter as "ADA"); and

WHEREAS, County for reasons of efficiency and economies of service, changed the ADA core service area, eliminating a portion of the ADA core area in the Village; and

WHEREAS, in response to the redefinition of the ADA core area, Village asked County to provide, on Village's behalf, paratransit services to Village's residents who are ADA paratransit eligible individuals but whose trips are not eligible for County's ADA paratransit services; and

WHEREAS, County is willing to provide such services to Village and Village is willing to pay to County the costs associated with the delivery of such services to Village's residents; and

WHEREAS, Village has determined that it is a public purpose to provide paratransit services to its ADA paratransit eligible residents whose trips are not eligible for services from County's ADA complementary paratransit system; and

WHEREAS, Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of

mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities.

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 provision of paratransit services to Village's ADA paratransit eligible residents whose trips are not eligible for County's ADA complementary paratransit service.

Section 2. **Representative and Contract Monitor:** The County's representative and contract monitor during the term of this Agreement shall be Palm Tran's Director of Paratransit Programs whose telephone number is 561-649-9848. Village's representative and contract monitor during the term of this Agreement shall be its Village Manager whose telephone number is 561-791-4000.

Section 3. **Effective Date and Term:** This Agreement shall take effect upon execution by the Board of County Commissioners and shall expire on September 30, 2009, and shall cover services for the period October 1, 2008 through September 30, 2009.

Section 4. **Provision of Services:** The County agrees to provide paratransit services (*i.e.*, management, scheduling and transportation services) to Village's ADA paratransit certified residents whose trips are not eligible for County's ADA paratransit service as a result of the modification of the ADA Core Area. Services, including scheduling and transportation, shall be provided to Village's residents in the same manner and utilizing the same methods and contractors used by County to provide its ADA complementary paratransit services. Village agrees that the County's policies, rules and regulations relating to the provision of services to County's paratransit customers will apply to Village's residents receiving paratransit services under this Agreement. Village's residents shall abide by and be subject to County's rules, regulations and policies

pertaining to eligibility determinations, reservations and scheduling of trips, payment of fares, and policies regulating the conduct of its riders. Village's residents utilizing the services described in this Agreement shall be charged the same fare charged to paratransit eligible individuals utilizing the County's complementary paratransit system.

County will determine the eligibility of Village's residents for services under this Agreement, at no additional cost to Village, utilizing the same process used by County to determine and certify the eligibility of individuals for its complementary ADA paratransit system. Village understands and agrees, however, that County's process to consider denials of service based on misconduct and trip coverage will be limited solely to users of County's complementary paratransit system. County reserves the right to refuse service to any rider based on the misconduct of the rider, a violation of any rule or requirement of County governing the service, including but not limited to a refusal to pay the fare.

Section 5. **Additional Services:** It is the parties' desire to limit the County's transportation responsibilities under this Agreement to Village's residents who are ADA paratransit eligible individuals but whose trips are no longer eligible for ADA services from County's paratransit system as described in the Preamble to this Agreement. Notwithstanding the foregoing, the Village acknowledges that the County may transport individuals whose trips are not eligible for complementary ADA paratransit services from County but who may be otherwise eligible for services under County's paratransit program. In addition, if requested by Village and agreed to by County, the County may, in its sole discretion, transport individuals whose trips do not qualify for complementary ADA paratransit service from the County but whose trips would qualify for complementary ADA paratransit service from the Village as a result of Village's provision of (community transit) transportation services; provided, that, Village has submitted a written request for such services and has agreed, in writing, that it will reimburse County for all actual transportation costs incurred by County transporting such individuals.

Section 6. **Payment and Contract Amount:** Village shall remit to County the sum of forty thousand dollars (\$40,000.00) which shall be used by County to help defray the cost of services to Village's residents who are ADA eligible but whose trips are not eligible for County complementary ADA services as described in the Preamble and Section 4 of this Agreement. The parties acknowledge that the approximate per trip cost of the trips to be provided during the term of this Agreement will be greater than or equal to a rate of twenty-nine dollars (\$29.00). The parties further acknowledge that the cost to County of the provision of paratransit services to Village's residents substantially exceeds the total sum derived by County from fares paid by Village's residents plus the forty thousand to be paid by Village under this Agreement. In addition, said \$40,000.00 does not include the cost of any additional services which may be provided by County under Section 5 above for trips which qualify for complementary ADA paratransit service from the Village as a result of Village's provision of (community transit) transportation services.

Section 7. **Invoicing and Reimbursement:** The County will submit, on a quarterly basis, an invoice to Village in the amount of ten thousand dollars (\$10,000.00) for services to be rendered during that quarter. Each invoice shall include a reference to this Agreement and identify the amount due and payable by Village to the County.

The invoice received from the County will be reviewed and approved by the Village's contract monitor or his designee who will indicate that the expenditure is made in conformity with the requirements of this Agreement. Invoices will be paid within thirty (30) days of their receipt from the County. Nothing contained in this Agreement shall act as a limitation of the County's right to be paid, as a waiver of any rights of the County's, or preclude the County from pursuing any other remedy which may be available to it under law or equity.

Section 8. **Coordination:** The County currently functions as the Community Transportation Coordinator (CTC) for Palm Beach County and in such capacity coordinates the delivery of transportation disadvantaged services to the transportation disadvantaged. As long as the County

serves as the CTC, the services provided under this Agreement will be purchased from and arranged by County at the rates established by County for the delivery of transportation disadvantaged services, including complementary ADA paratransit services.

Section 9. **Reporting:** County shall provide reports to the Village identifying the passengers served and such other information agreed to by the parties' contract monitors.

Section 10. **Access and Audits:** The County will maintain adequate records to justify its charge for the services provided for at least three (3) years after its completion or such lesser period of time required by County's records custodian for maintenance of public records. The Village may have access to County'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 11. **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 12. **Notice of Complaints or Suits:** Each party will promptly notify the other 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 13. **Annual Appropriation:** Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. However, this provision shall not be construed to relieve the Village from its obligation to pay the County for any services rendered prior to County's receipt of notice

from the Village of the Village's intent not to fund the Agreement. Notice shall be furnished to County at least thirty (30) days in advance of the date established by the Village for cessation of services and its funding obligation in accordance with Section 17 of this Agreement.

Section 14. **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 before terminating this Agreement. Moreover, should the County or Village decide to discontinue the services provided for under this Agreement, each will notify the other of its intent to terminate the Agreement at least sixty (60) days prior to the termination date. County shall be paid for all services rendered prior to the termination date. No liability shall accrue to County as a result of a decision by it or the Village to discontinue the services provided hereunder.

Section 15. **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 16. **No Agency Relationship:** Nothing contained herein shall create an agency relationship between Village and County or Village and Palm Tran, Inc.

Section 17. **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 the County:

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

As to the Village:

Village Manager
Village of Wellington
14000 Greenbriar Blvd.
Wellington, FL 33414

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

Section 18. **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 19. **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. 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 20. **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 21. **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 constraint, be construed more severely against one of the parties than the other.

Section 22. **Equal Opportunity:** The County and Village agree that no person shall on the grounds of race, color, sex, gender identity or expression, 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.

Section 23. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 24. **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 25. **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 26. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach 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: _____
John F. Koons, Chairman

ATTEST:

VILLAGE OF WELLINGTON

By: Anilde Rodriguez
Village Clerk

By: _____
Mayor

Approved as to Form and
Legal Sufficiency

Village's Attorney

Approved as to Form
and Legal Sufficiency

County Attorney

Approved as to Terms
and Conditions
Chuck Cohen
Chuck Cohen, Executive Director
Palm Tran