

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA ITEM SUMMARY**

=====

<b>Meeting Date:</b>	<b>April 21 2009</b>	<input checked="" type="checkbox"/> <b>Consent</b>	<input type="checkbox"/> <b>Regular</b>
		<input type="checkbox"/> <b>Ordinance</b>	<input type="checkbox"/> <b>Public Hearing</b>
<b>Department:</b>	<b>Palm Tran</b>		
<b>Submitted By:</b>	<b>Palm Tran</b>		
<b>Submitted for:</b>	<b>Palm Tran</b>		

=====

**I. EXECUTIVE BRIEF**

**Motion and Title:** **Staff recommends motion to approve:** First amendment to the funding Agreement with South Florida Regional Transportation Authority (SFRTA) for the funding of bus service between the Boca Raton Tri-Rail station, Florida Atlantic University (FAU), and Palm Beach Community College (PBCC) campus and Federal Highway. Palm Beach County shall receive reimbursement from SFRTA in an amount not to exceed \$350,000.

**Summary:** This first Amendment to agenda item R2007-2302 will provide funding for services to be provided during the second year of service (January 2009 through December 2009), and includes an additional \$2.50 per hour to cover allowing students at the colleges to board designated stops for free. Countywide (DR)

**Background and Justification:** In June 2007, Tri-Rail improved their train service from hourly to as frequently as every 20 minutes. The City of Boca Raton, desiring to improve the commute between FAU, PBCC, and Tri-Rail, approached SFRTA and Palm Tran to collectively devise a service plan to meet the increased Tri-Rail frequencies and the anticipated increased demand for this service. SFRTA, through a demonstration of grant, had identified \$350,000 to fund the first year's requirements of this project. The City of Boca Raton, in concert with FAU, has identified additional funding for year 2. Previously, Palm Tran provided hourly services during the peak period of operation. The changes substantially increased the level of service to more closely coincide with improved Tri-Rail service. The service provides a more direct routing between Tri-Rail, FAU, and PBCC on a 20-minute frequency.

**Attachment(s):**

1. First Amendment to Funding Agreement with South Florida Regional Transportation Authority (3 copies)
2. Interlocal Agreement between the City of Boca Raton and the South Florida Regional Transportation Authority
3. Funding Agreement between the South Florida Transportation Authority and Board of County Commissioners of Palm Beach County

=====

**Recommended By:**   
Department Director

*April 16, 2009*  
Date

**Approved By:**   
Assistant County Administrator

*4/14/09*  
Date

## II. FISCAL IMPACT ANALYSIS

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

Fiscal Years	2009	2010	2011	2012	2013
Grant Expenditures					
Operating Costs	\$76,500	\$229,500			
External Revenues	< \$76,500 >	< \$229,500 >			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	0	0			
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0			

Is Item Included In <sup>Proposed</sup> ~~Current~~ Budget? Yes X No         
 Budget Account No.: Fund 1340 Dep't. 540 Unit        Object 4435  
 Program        Reporting Category       

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

FY 2010 estimated cost \$25,500 per month. Funds will be included in FY 2010 and 2011 budgets if the agreement is renewed. Agreement funding (\$306,000) is in excess of the monthly estimate (billing rate for actual service will be \$62.50 per hour).

### C. Departmental Fiscal Review:

Lorraine Syme for  
 John Murphy, Finance Manager

## III. REVIEW COMMENTS

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

Jan Durl 4.8.09  
 4/8/09 OFMB CN 4/8/09

Dr. J. Jacoby 4/9/09  
 Contract Dev. and Control

### B. Legal Sufficiency:

[Signature] 4/13/09  
 Assistant County Attorney

This amendment complies with our review requirements.

### C. Other Department Review:

        
 Department Director

**FIRST AMENDMENT TO  
FUNDING AGREEMENT**  
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 FIRST AMENDMENT TO THE FUNDING AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, 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**, on December 18, 2007, **SFRTA** and **Palm Beach County** entered into an agreement for the purposes of defining the parties' funding obligations, responsibilities and roles regarding the establishment of bus service between the Boca Raton Tri-Rail Station, the Florida Atlantic University (FAU) campus, Palm Beach County Community College campus (PBCC), and Federal Highway (US 1) (referred to herein as the "Agreement"); and

**WHEREAS**, the term of the Agreement was for one (1) year and **Palm Beach County** had granted to **SFRTA** the option to renew the term of the Agreement for two (2) additional one (1) year periods; and

**WHEREAS**, the City of Boca Raton (also referred to herein as the "City") has advised **SFRTA** that the City will contribute to the cost of the bus service between the Boca Raton Tri-Rail Station, the FAU campus, the PBCC campus and Federal Highway (US 1) and that the City will enter into an agreement with **SFRTA** obligating itself to contribute to the cost of funding the bus service; and

**WHEREAS**, **Palm Beach County** is willing to continue to utilize its public transit system, known as "Palm Tran," to provide bus service to such locations; provided, that **SFRTA**, with the assistance of the City, continues to fund the service as contemplated herein; and

**WHEREAS**, the parties desire that this amendment shall relate back to December 17, 2008, and that the Agreement be reinstated and continued for an additional one (1) year period without interruption nor lapse in its term or effect, in accordance with the provisions of this First Amendment.

**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:

1. The statements set forth in the Preamble to this First Amendment are true and correct and made a part of this First Amendment.

2. Section 1.2 of the Agreement is amended to provide as follows:

1.2 Hours of Operation. **Palm Beach County** will endeavor to operate the Buses needed to provide the service on a twenty-minute all-day service frequency on weekdays between approximately 6:00 a.m. in the morning and 10:00 p.m. in the evening, excluding mid-day service which may be provided on an hourly or less than hourly basis as determined appropriate by **Palm Beach County**. The hours of operation, which are anticipated to be approximately 13.5 hours of service a day, 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.

3. The parties acknowledge that the bus service contemplated under the Agreement commenced on January 6, 2008. The parties agree that January 6, 2008, is established as the commencement date for the first year of bus service under the Agreement, and that bus service has been provided through January 3, 2009. The parties further agree that the Agreement is reinstated effective as of December 17, 2008, and continued without interruption or lapse in its term or effect through January 2, 2010, as amended in this First Amendment. Thereafter, the Agreement shall automatically renew for an additional one (1) year and five (5) days commencing on January 3, 2010, and expiring on January 8, 2011, unless either party shall advise the other of its intent not to renew as provided herein. Accordingly, the parties agree that Section 2.1 of the Agreement is amended to provide as follows:

2.1 This Agreement shall become effective upon execution by the parties. The initial commencement date for the bus service provided under this Agreement is January 6, 2008. The parties acknowledge that the bus service contemplated hereunder has been provided through January 3, 2009, and that the term of this Agreement shall continue for an additional one (1) year, less one (1) day, commencing on January 4, 2009 and continuing through January 2, 2010. On January 2, 2010, this Agreement shall automatically renew for an additional one (1) year and five (5) days beginning on January 3, 2010, and continuing through January 8, 2011, without the necessity of further action by either party, unless a party shall have notified the other in writing of its intention not to renew, at least ninety (90) days prior to the January 2, 2010 date. Notice of an intention not to

renew shall be made in accordance with the notice requirements of Article 8 of the Agreement.

3. That Sections 3.1, 3.2 and 3.3 of the Agreement are amended to provide as follows:

3.1 **SFRTA** shall reimburse **Palm Beach County** for the provision of Bus Service under this Agreement. For the first and second year of this Agreement, 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 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 (\$63/hour increasing to \$65.50 an hour during third year of Agreement).

3.2 **Palm Beach County** shall receive reimbursement from **SFRTA**, in an amount not to exceed \$350,000.00 a year, for the Bus Service hours provided by Palm Tran and described in the schedule attached hereto as Revised Exhibit "B," subject to the provisions of Section 3.6 below. The parties anticipate that **Palm Beach County's** annual cost of service for the first and second year of service 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 For the third year of the Agreement commencing on January 3, 2010, the parties agree that the base hourly rate of service shall increase by five percent (5%) to sixty-three dollars (\$63.00) an hour, 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.

4. The preparation of this First Amendment 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.

5. The provisions of this First Amendment shall relate back and take effect on December 17, 2008, and the Agreement shall be continued, as amended herein, without interruption or lapse in its term or effect for an additional one (1) year period. Thereafter, the Agreement, as amended, shall automatically renew for an additional one (1) year and five (5) days through January 8, 2011, unless either party shall have notified the other of its intention not to renew as provided herein.

6. All of the provisions of the Agreement, except as amended herein, are hereby confirmed and shall remain in full force and effect.

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 Chairman, 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 \_\_\_\_\_, 2009.

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

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

Joseph Giulietti  
Executive Director

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

Josephus Eggelletion  
Chair

This 27<sup>th</sup> day of FEBRUARY, 2009

(SFRTA SEAL)

\_\_\_\_\_  
Director of Procurement

Approved as to form and legal sufficiency by:

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

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY FLORIDA by its  
BOARD OF COUNTY COMMISSIONERS

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

Deputy Clerk

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

Chairman

Approved as to form  
And Legal Sufficiency

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

Approved as to Terms and Conditions

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

**INTERLOCAL AGREEMENT**  
Between  
**THE CITY OF BOCA RATON**  
And  
**THE SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**  
For  
**THE FUNDING OF BUS SERVICE BETWEEN THE BOCA RATON TRI-RAIL  
STATION, THE FLORIDA ATLANTIC UNIVERSITY (FAU) AND PALM BEACH  
COMMUNITY COLLEGE (PBCC) CAMPUSES, AND FEDERAL HIGHWAY**

This Interlocal Agreement (the "Agreement") is being entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, 800 NW 33<sup>rd</sup> St, Suite 100, Pompano Beach, Florida 33064 (hereinafter referred to as the "SFRTA"), and the THE CITY OF BOCA RATON (hereinafter referred to as "THE CITY").

WITNESSETH:

**WHEREAS**, SFRTA and the Board of County Commissioners of Palm Beach County Funding Agreement R2007 2302 ("Funding Agreement"), a copy of which is attached hereto as Exhibit A, and made a part hereof for the purposes of establishing a demonstration project to provide funding for an increased level of service and improved frequencies of service between the Boca Raton Tri-Rail station, Palm Beach Community College (PBCC), and the Florida Atlantic University (FAU) campuses; and

**WHEREAS**, THE CITY represents and warrants to SFRTA that THE CITY desires to provide funding for the continuation of bus service between the Boca Raton Tri-Rail Station, PBCC and FAU; and

**WHEREAS**, SFRTA represents and warrants to THE CITY that it will notify of its intent to exercise its option to renew pursuant to Article 2 of the Funding Agreement; and

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

**ARTICLE 1 – SERVICES TO BE PROVIDED**

- 1.1 The services shall be performed as specifically stated in Article 3 of the Funding Agreement.

**ARTICLE 2 – TERM OF AGREEMENT**

2.1 This Agreement shall become effective upon execution by the parties. The term of this Agreement shall be for a period of up to one (1) year commencing on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 and terminating on December 31, 2009. **SFRTA** hereby grants to **THE CITY** the option to renew this Agreement, in accordance with the terms and conditions set forth herein, for one (1) additional one (1) year period. In the event **THE CITY** elects to exercise the option granted hereunder, **THE CITY** shall notify **SFRTA** 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.

### ARTICLE 3 – COMPENSATION

3.1 **THE CITY** shall provide payment to **SFRTA** at a rate of \$62.50 per revenue hour for the provision of Bus Service in accordance with Exhibit A under this Agreement for the first calendar year of this Agreement. Should **THE CITY** and **SFRTA** exercise the option to renew granted in Article 3, for an additional year, the parties agree that the hourly rate of service shall increase by five percent (5%).

3.2 **SFRTA** shall receive payment from **THE CITY**, in an amount not to exceed \$161,719.00 for the Bus Service hours provided within ninety (90) days from the date of the execution by each party to execution agreement.

### ARTICLE 4 – PROJECT COORDINATION AND RESPONSIBILITIES

4.1 **THE CITY**'s Project Manager for this Agreement shall be the Director of Municipal Services for **THE CITY** or his designee. **SFRTA**'s Project Manager shall be Director of Operations for **SFRTA** or other authorized representative.

### ARTICLE 5 – INSURANCE

5.1 The insurance shall be provided as specifically stated in Article 5 of Exhibit A, as attached hereto.

### ARTICLE 6 - TERMINATION

6.1 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, **THE CITY** may thereupon give written notice to **SFRTA** of such default and specify what actions must be taken to cure said default to avoid termination



hereunder. **SFRTA** shall have sixty (60) days to cure said default or such additional period authorized by **THE CITY**. In the event that **SFRTA** shall not have cured said default to the satisfaction of **THE CITY** by such deadline, then this Agreement may be terminated by **THE CITY** upon notice of termination to **SFRTA**.

6.2 If through any cause within the reasonable control of **THE CITY**, **THE CITY** 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 **THE CITY** of such default and specify what actions must be taken to cure said default and avoid termination hereunder. **THE CITY** shall have sixty (60) days to cure or additional period authorized by **SFRTA**. In the event that **THE CITY** shall not have cured said default by such deadline, then this Agreement may be terminated by **SFRTA** upon notice of termination to **THE CITY**.

6.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time, by giving sixty (60) 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 **THE CITY**, for services not provided less the direct and indirect costs arising out of or related to the termination, pursuant to the Funding Agreement within 30 days of termination.

#### 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 **THE CITY** and **SFRTA**.

#### 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 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 THE CITY:**

The City of Boca Raton  
Attn: Municipal Services Director  
201 W. Palmetto Park Rd  
Boca Raton, FL 33432

with a copy to:

The City of Boca Raton  
Attn: City Attorney  
201 W. Palmetto Park Rd  
Boca Raton, FL 33432

**For SFRTA:**

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 **SFRTA** 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 **SFRTA** reasonably determines will interfere with its ability to perform, **SFRTA** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

10.2 In the event the performance by **THE CITY** 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 **THE CITY** reasonably determines will interfere with its ability to perform, **THE CITY** 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 this 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

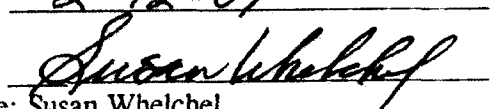
12.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and through its Chairperson, duly authorized to execute same, and **THE CITY OF BOCA RATON** signing by and through its Mayor, authorized to execute same by Council action on the \_\_\_\_\_ day of \_\_\_\_\_, 2009.

ATTEST:

CITY OF BOCA RATON

  
City Clerk

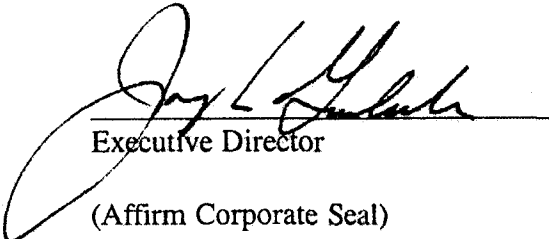
Date: 2-12-09  
By:   
Name: Susan Wheelchel  
Title: Mayor

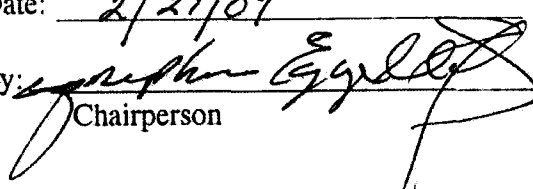
Approved as to Form and Legal Sufficiency:

By:   
City Attorney

ATTEST:

SOUTH FLORIDA REGIONAL  
TRANSPORTATION AUTHORITY

  
Executive Director  
(Affirm Corporate Seal)

Date: 2/27/09  
By:   
Chairperson  
(Seal)

Approved as to Form and Legal Sufficiency:

By:   
General Council

Approved by City Council on \_\_\_\_\_, 20\_\_\_\_, Item # \_\_\_\_

## **EXHIBIT A**

Funding Agreement R2007 2302 between the South Florida Regional Transportation  
Authority and Board of County Commissioners of Palm Beach County

**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  
DEC, 18 2007, 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. 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 Bus Stops. Bus stop locations may be changed or 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 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 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.

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.

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 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 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.

#### 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 for a total cost not to exceed \$40,000.

#### 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 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

AGREEMENT NO.

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

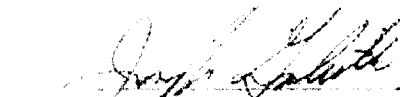
13.1 The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.




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 Conlitti  
Executive Director

By:   
Chair

This 2<sup>nd</sup> day of DECEMBER, 2007

(SFRTA SEAL)

  
Chris Brosz, Director Procurement

Approved as to form by:

  
General Counsel SFRTA

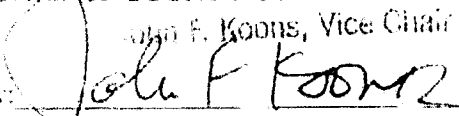
8-037 2302

ATTEST:

Sharon R. Bock, Clerk & Comptroller

By:   
Deputy Clerk

PALM BEACH COUNTY FLORIDA by its  
BOARD OF COUNTY COMMISSIONERS

John F. Koons, Vice Chair  
By:   
Chairperson Addie L. Greene, Chairperson

This \_\_\_\_\_ day of DEC 18 2007, 2007

Approved as to form  
and legal sufficiency

  
County Attorney

Approved as to Terms and Conditions

  
Chuck Cohen, Executive Director, Palm Tran

G:\ASFRTA\BocaShuttleBusService pt.word

AGREEMENT NO.

12

**Route 94**

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

