

Meeting Date:	May 19, 2009	[X]	Consent	[]	Regular
		[]	Ordinance	[]	Public Hearing
Department:	Palm Tran				
Submitted By:	Palm Tran				
Submitted for:	Palm Tran				

4/29/09
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included In Current Budget? Yes _____ No _____
 Budget Account No.: Fund _____ Dep't. _____ Unit _____ Object _____
 Program _____ Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: No 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:

John A. ... 4-24-09
 88 4/23/09 OFMB
 MM 4/17/09

John J. Jacobus 4/24/09
 Contract Dev. and Control
 The Amendments comply with our review requirements, and are retroactive in effect.

B. Legal Sufficiency:

Don ... 4/30/09
 Assistant County Attorney

C. Other Department Review:

 Department Director

**FIRST AMENDMENT TO CONTRACTS 08-05-TD and 08-06-TD
STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
STANDARD COORDINATION/OPERATOR CONTRACT**

THIS FIRST AMENDMENT is made and entered into this ____ day of _____, 2009, to the Standard Coordination/Operator Contracts No. 08-05-TD and No. 08-06-TD between Federation Transportation Services, Inc. (hereafter referred to as the "Agency/Operator") whose address is 9901 Donna Klein Boulevard, Boca Raton, FL 33428 and whose Federal I.D. Number is 65-0409644 and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter referred to as the "Coordinator").

WITNESSETH

WHEREAS, the Coordinator and the Agency/Operator entered into those certain contracts (Nos. 08-05-TD and 08-06-TD) effective as of October 1, 2008, (collectively referred to herein as "Contracts") under which the Coordinator agreed to reimburse the Agency/Operator for certain Transportation Disadvantaged trips it performs; and

WHEREAS, the Coordinator and Agency/Operator desire to amend the Contracts so that they appropriately reflect the Transportation Disadvantaged (TD) trip co-payments (in the amount of \$2.50 per trip) that were actually collected by the Agency/Operator from October 1, 2008 to March 31, 2009; and

WHEREAS, the Coordinator and the Agency/Operator have agreed that the Agency/Operator will begin collecting the \$3.00 TD trip co-payment, effective as of April 1, 2009, in accordance with the provisions of the Contracts.

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

1. The Coordinator and the Agency/Operator hereby agree to amend Section 8, Option 2

of Attachment 1 to the Contracts so that it will read as follows:

8. Billing/Invoicing and Reimbursement Procedure for Agency/Operator:

The Coordinator will reimburse the Agency/Operator for eligible trips at the rate set forth in paragraph 7 above. The Agency/Operator shall bill the Coordinator for the eligible trips authorized by the Coordinator. When applicable, the Agency/Operator shall be required to collect the TD trip co-payment of two dollars and fifty cents (\$2.50) for the period of October 1, 2008 to March 31, 2009, and the TD trip co-payment of three dollars (\$3.00) for the period from April 1, 2009 to September 30, 2011, and to retain such collected co-payments; as such amount may be revised from time to time, in accordance with applicable Federal and State rules, regulations and laws, and the policies, rules and requirements of the Coordinator. The Agency/Operator shall submit to Coordinator, all billing information for each one-way trip provided, in the required TD format for submission to the TD Commission. The Agency/Operator shall be reimbursed for those trips for which it has provided the necessary billing information and documentation.

2. Except as amended herein, all other terms and conditions of the Contracts are hereby confirmed and shall remain unchanged and in full force and effect.
3. The provisions of this First Amendment shall become effective as of October 1, 2008.

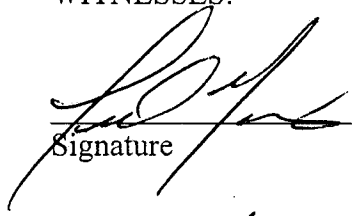
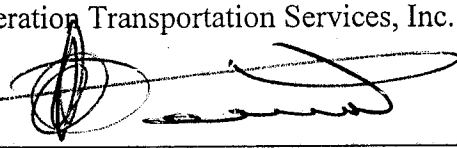
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IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment on
the day and year first written above.

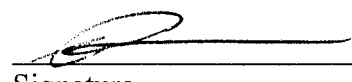
ATTEST: PALM BEACH COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONERS
Sharon R. Bock, Clerk & Comptroller

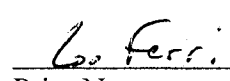
By: _____ By: _____
Deputy Clerk John F. Koons, Chairman

WITNESSES: Agency/Operator:
Federation Transportation Services, Inc.

 _____
Signature By:  _____
Mel Lowell, Executive Vice President

 _____
Print Name Approved as to Terms
and Conditions

 _____
Signature Chuck Cohen, Executive Director, Palm Tran

 _____
Print Name Approved as to Form
and Legal Sufficiency

County Attorney

FIRST AMENDMENT TO CONTRACT 08-16-TD
STATE OF FLORIDA
COMMISSION FOR THE TRANSPORTATION DISADVANTAGED
STANDARD COORDINATION/OPERATOR CONTRACT

THIS FIRST AMENDMENT is made and entered into this ___ day of _____ 2009, to the Standard Coordination/Operator Contract No. 08-16-TD between Seagull Industries for the Disabled, Inc., (hereafter referred to as the "Agency Operator") whose address is 3879 West Industrial Way, Riviera Beach, Florida 33404 and whose Federal I.D. Number is 59-1879968 and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereafter referred to as "Coordinator").

WITNESSETH

WHEREAS, the Coordinator and the Agency/Operator entered into that certain Contract (08-16-TD) effective as of October 1, 2008 (referred to herein as "Contract"), under which the Coordinator agreed to reimburse the Agency/Operator for certain Transportation Disadvantaged trips it performs; and

WHEREAS, the Coordinator and Agency/Operator desire to amend the Contract to establish the total not to exceed contract price for the three (3) year term of the Contract.

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

1. The Coordinator and the Agency/Operator hereby agree to amend Section 7 of Attachment I to the Contract so that it will read as follows:

7. Agency/Operator's Fare Structure

The Agency/Operator will provide up to a yearly maximum of \$100,200.00 for an estimated 10,020 one-way trips at a rate of \$10.00 per one-way trip plus all co-payments collected and retained by the Agency/Operator from riders. The total not to exceed Contract price for the three (3) year term of this Contract shall not exceed the sum of \$300,600.00.

The Agency/Operator will collect and retain co-payments as required.

2. Except as amended herein, all other terms and conditions of the Contract are hereby confirmed and shall remain unchanged and in full force and effect.
3. The provisions of this First Amendment shall become effective as of October 1, 2008.

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

ATTEST:

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


Sharon R. Bock, Clerk & Comptroller

By: _____
Deputy Clerk


By: _____
John F. Koons, Chairman

WITNESSES:

Agency/Operator:
Seagull Industries for the Disabled, Inc.



Signature


By: 

Alfred Eisinger, Executive Director

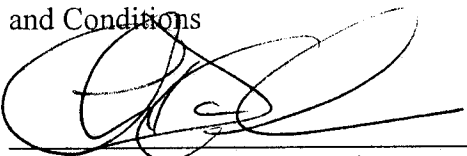
BOB PITCHER

Print Name

Approved as to Terms
and Conditions



Signature



Chuck Cohen, Executive Director, Palm Tran

Lou Ferri

Print Name

Approved as to Form
and Legal Sufficiency

County Attorney