PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	May 19, 2009	[X] []	Consent Ordinance	[] []	Regular Public Hearing
Department:	Palm Tran			.	_
Submitted By:	Palm Tran				
Submitted for:	Palm Tran				
	<u>.</u> <u>1</u>	EXECUTIVE	BRIEF		=======================================
Coordination/Opera	ator Contracts with	Federation	Transportatio	n Se	mendment to the Standar rvices, Inc.; and B) First Seagull Industries for th
0808) delegating a execute Standard delegation of authoromorphisms that the for the Disabled, In revises the TD trip and the fare charg with Seagull Industrial	uthority, through the Coordination/Operatority did not encomp County has with Fedoc. The Amendment to reflected from April 1, 2009	County Adm or Contracts tass within it, eration Trans to the contract the fare chall, to Septemb, Inc. establis	inistrator, to for the Trand, the authority sportation Serts with Federa rged from Octoer 30, 2011.	Palm Taportally to e vices, ation Taber The over the contraction of th	roved a resolution (R2008) Tran's Executive Director to the stion Disadvantaged. This xecute amendments to the Inc. and Seagull Industries Transportation Services, Inc. 1, 2008, to March 31, 2008 Amendment to the contracted contract amount for the wide (DR)
the Community Tra on most occasions and perform some Commission's stan agencies who perf transportation servi County money by would be utilizing if	nsportation Coordina , receive a vehicle from e, if not all of, its dard contract reflects form their own transplaces to and from the controlling paratransi	tor (Palm Trace) om the Florid own transposes the specific cortation, as a coordinator. It costs. If the costs of the costs.	an) and a non la Departmen ortation service terms and converse terms and converse these agencies these service	-profit t of Tr ces f condition utilizat Coord did n	a written contract betwee or faith based agency who ansportation 5310 program or their clients. The TI ons that will apply to thos ion and cost provisions for the perform these trips, the is would be an increase to
Attachments:	Amendment to St Transportation Serv	andard Coordices, Inc. (3 c	dination/Opera opies)	ator co	ontract for Federation
	2. Amendment to S Industries for the Dis			ator c	ontract for Seagull
Recommended By:	Department Directo	<u></u>		A	19://6,2009 Date
Approved By:	Assistant County A	dministrator			-//2 9/09 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) 0 **NET FISCAL IMPACT** # ADDITIONAL FTE **POSITIONS** 0 (Cumulative) Is Item Included In Current Budget? Yes **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:** III. REVIEW COMMENTS **OFMB Fiscal and/or Contract Dev. and Control Comments:** A. Contract Dev. and Control
The phendments comply
with our review
regulariests, and are
reflected in effect. В. **Legal Sufficiency:** C. Other Department Review:

Department Director

ATT	ACHMENT		/
Page	/ of	<u>3</u>	

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

ATTA	CHME	NT_	/	
	2	_ of _	3_	

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 copayments; 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.

Remainder of Page Intentionally left Blank

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	Bornes of Country Commission Like
By: Deputy Clerk	By:
Deputy Clerk	John F. Koons, Chairman
WITNESSES:	Agency/Operator:
	Federation Transportation Services, Inc.
Signature	By:
Joignature	Mel Lowell, Executive Vice President
TEDYORAN	Approved as to Terms
Print Name	and Conditions
	19/19
Signature	Chuck Cohen, Executive Director, Palm Tran
La Ferri	
Print Name	Approved as to Form
	and Legal Sufficiency
	County Attorney

 $G : ... \\ VAFe deration Transp1st Amend \Gamma D.pt.$

ATTACHMENT &

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.

ATTACHMENT 3

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.

The provisions of this First Amendment shall become effective as of October 1,
 2008.

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ATTACHMENT 2 Page 3 of 3

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	BOARD OF COUNTY COMMISSIONERS
By:	By: John F. Koons, Chairman
WITNESSES:	Agency/Operator: Seagull Industries for the Disabled, Inc.
Signature	By: Alfred Eisinger, Executive Director
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