

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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| | | | |
|-----------------------|-------------------------|----------------------------------------------------|------------------------------------------------|
| Meeting Date: | January 12, 2010 | <input checked="" type="checkbox"/> Consent | <input type="checkbox"/> Regular |
| | | <input type="checkbox"/> Ordinance | <input type="checkbox"/> Public Hearing |
| Department: | Palm Tran | | |
| Submitted By: | Palm Tran | | |
| Submitted for: | Palm Tran | | |

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I. EXECUTIVE BRIEF

Motion and Title: **Staff recommends 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 Village of Wellington residents with American with Disabilities Act (ADA) eligibility, in an amount of \$40,000 for the period of October 1, 2009 through September 30, 2010.

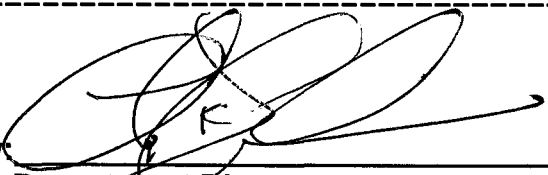
Summary: This Interlocal Agreement with the Village of Wellington will provide paratransit services to residents who are no longer eligible for Americans with Disabilities Act (ADA) paratransit services due to the redefinition of the ADA core area. This agreement takes effect as of October 1, 2009 and expires September 30, 2010, in the amount of \$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 requested the County to provide, on the Village's behalf, paratransit services for those who are ADA paratransit eligible but whose trips are no longer within the core area eligible for the County's ADA paratransit services. The County is willing to provide such services to the Village of Wellington and the Village has agreed to pay the County for the costs associated with providing this service to Village residents.

Attachment(s):

1. Village of Wellington Resolution No.R2009-80
2. Interlocal Agreement – executed on behalf of the Village of Wellington (3 originals)

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|-------------------------------------------------------------------------------------------------------------------------------------|---------------|
|  Recommended By: _____ Department Director | _____ Date |
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| | |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|
|  Approved By: _____ Assistant County Administrator | 12/17/09 _____ Date |
|---------------------------------------------------------------------------------------------------------------------------------------------|---------------------------|

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2009 | 2010 | 2011 | 20012 | 200- |
|--------------------------------------------------------|------|------------|------|-------|------|
| Grant 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 | | | |


Is Item Included In Current Budget? Yes X No __
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5003 Object 4490
 Program __ Reporting Category __

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

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

III. REVIEW COMMENTS

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


 12-9-09
 OFMB
 12/9/09
 pm
 12-1-09
 Legal Sufficiency:

Lucia P. Jacobowitz/E.J. 12/11/09
Contract Dev. and Control

B. Legal Sufficiency:

This Contract complies with our contract review requirements.

1741
Assistant County Attorney

C. Other Department Review:

Department Director

RESOLUTION NO. R2009 - 80

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA, APPROVING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO PROVIDE TRANSPORTATION SERVICES FROM OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," 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; and

WHEREAS, Palm Beach County has determined, for reasons of efficiency and economies of service, since 1999, to eliminate a portion of its fixed route public transit system and complementary paratransit services within the Village of Wellington; and

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

WHEREAS, Village Council wishes to enter into an Interlocal Agreement with Palm Beach County to continue to provide paratransit services to eligible residents in Wellington; and

WHEREAS, such Interlocal Agreement has been prepared, and a copy is attached hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF WELLINGTON, FLORIDA that:

SECTION 1. The above recitals are true and correct and adopted as if fully set forth herein.

SECTION 2. The Village Council hereby approves the Interlocal Agreement for Transportation Services by and between Palm Beach County and the Village of Wellington (attached hereto as Exhibit 'A') and hereby authorizes the Mayor and Village Clerk to execute the Agreement.

SECTION 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED this 10th day of November, 2009.

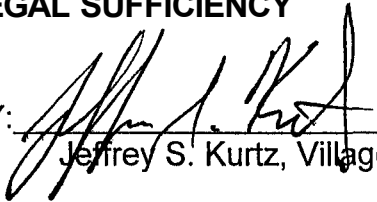
ATTEST:

VILLAGE OF WELLINGTON, FLORIDA

BY: 
Awilda Rodriguez, Village Clerk

BY: 
Darell Bowen, Mayor

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

BY: 
Jeffrey S. Kurtz, Village Attorney

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, the County has, for reasons of efficiency and economies of service, modified its fixed route services located within the Village; and

WHEREAS, in response to the fixed route modifications and other service concerns, Village sought to contract with County for the delivery of paratransit services, on Village's behalf, 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 enter into a contract with Village to provide such services and Village is willing to pay to County the sum of \$40,000 to compensate the County for County's costs associated with the delivery of such services to Village; 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. **Preamble:** The parties acknowledge that the statements set forth in the Preamble to this Agreement are true and correct and incorporated into and made a part of this Agreement.

Section 2. **Purpose:** The purpose of this Agreement is to clarify the parties' roles and obligations regarding the provision of and payment for paratransit services to Village's ADA paratransit eligible residents whose trips are not eligible for County's ADA complementary paratransit service.

Section 3. **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 4. **Effective Date and Term:** This Agreement shall take effect as of October 1, 2009 and expire on September 30, 2010.

Section 5. **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 described in the Preamble to this Agreement, and Village agrees to compensate County for County's costs

associated with the delivery of such services. 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 6. Payment and Contract Amount: Village shall remit to County the sum of forty thousand dollars (\$40,000.00) to compensate County for County' s costs associated with the provision of services under 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-eight dollars (\$28.00).

Section 7. Invoicing and Reimbursement: The County will invoice the Village for the amount of forty thousand dollars (\$40,000.00) for the services to be rendered during the term of this

Agreement. The 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 in conformity with the requirements of this Agreement. The invoice will be paid within thirty (30) days of its 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:

| <u>As to the County:</u> | <u>As to the Village:</u> |
|--------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------|
| Director Palm Tran CONNECTION 3044 South Military Trail West Palm Beach, FL 33463 | 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, national origin, disability, religion, ancestry, marital status, sexual orientation or gender identity and expression 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: PALM BEACH COUNTY, FLORIDA, by
Sharon R. Bock, Clerk & Comptroller its BOARD OF COUNTY COMMISSIONERS

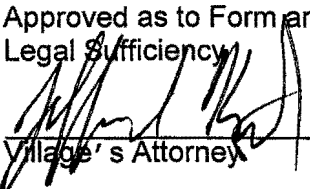
By: _____
Deputy Clerk

By: _____
B. J. Flanagan, Chairman

ATTEST: VILLAGE OF WELLINGTON by its
VILLAGE COUNCIL

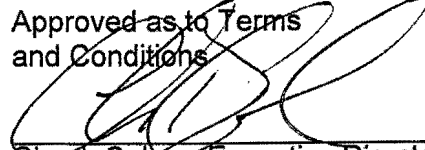
By: 
Awilda Rodriguez, Village Clerk

By: 4 _____
_____, 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, Executive Director
Palm Tran