

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: August 16, 2011

☒ Consent
☐ Ordinance

☐ Regular
☐ Public Hearing

Department: Parks and Recreation

Submitted By: Parks and Recreation Department

Submitted For: Parks and Recreation Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: notice of cancellation to the Town of Palm Beach terminating the Agreement for parking meter enforcement at Palm Beach County's Kreusler Park.

Summary: On September 18, 1979, the Board of County Commissioners approved an Agreement (R79-1214) with the Town of Palm Beach to assist the County in enforcing parking regulations at Kreusler Park. This Agreement required the County to pay the Town for one (1) meter enforcement employee and all administrative costs associated with parking enforcement and collection and remittance of meter funds, fines and forfeitures to the County. The County is installing new advanced technology user friendly multi-space parking pay stations at Kreusler Park; therefore, parking meter enforcement services by the Town are no longer needed. This termination letter is in accordance with Section 8 of the Agreement, which requires the County provide the Town with sixty (60) days written notice of its intention to cancel the Agreement. The Department estimates that terminating this Agreement will result in a cost savings of approximately \$100,000 in FY2012. District 7 (AH)

Background and Justification: In September of 1979, the County entered into an Agreement with the Town to assist the County in enforcing parking regulations at Kreusler Park. This Agreement required the Town to provide one (1) employee to provide meter enforcement twelve (12) hours per day, seven (7) days per week from 8:00am to 8:00pm. Additionally, the Town provided meter collection services, including daily collection of parking meter funds, fines and forfeitures to be remitted to the County on a monthly basis. In exchange, the County agreed to pay for the salary of the meter enforcement employee and all administrative costs associated with parking enforcement and collection of meter funds. The County intends to replace the existing multi-space parking pay stations with new more user friendly advanced technology machines that have been successfully used in other locations and initiate the collection, maintenance, and enforcement procedures currently in place at other County park locations. This transition will result in the County no longer requiring the services of the Town and utilizing existing staff and COP volunteers to perform these functions.

Attachments:

1. Termination letter
2. Agreement R79-1214

Recommended by: _____


Department Director

7-21-11
Date

Approved by: _____


Assistant County Administrator

8/1/11
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	-0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	(100,000)	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	(100,000)	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	0	0			

Is Item Included in Proposed Budget? Yes X No
Budget Account No.: Fund 0001 Department 580 Unit 5221
Object 3401/Revenue Source Program N/A

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

FUND: General Fund
UNIT: Maintenance

Other Contractual Services	0001-580-5221-3401	(\$100,000)
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C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

OFMB

Contract Development and Control

B. Legal Sufficiency:

This Termination complies
with the Agreement.

Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment



**Department of
Parks and Recreation**

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Lake Worth, FL 33461
(561) 966-6600
Fax: (561) 966-6678
www.pbcparcs.com

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**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair
Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

*"An Equal Opportunity
Affirmative Action Employer"*

August 16, 2011

Peter B. Elwell, Town Manager
360 South County Road 2nd Floor
Palm Beach, FL 33480

RE: Termination of the Agreement with Palm Beach County for Meter
Enforcement at Kreusler Park

Dear Mr. Elwell:

On September 18, 1979, the Town of Palm Beach and Palm Beach County entered into an Agreement for the Town to assist the County in enforcing parking regulations at Kreusler Park (R79-1214). This Agreement required the Town to provide meter enforcement services including daily collection of parking meter funds and fines and forfeitures to be remitted to the County on a monthly basis. In exchange, the County agreed to pay for the salary of one (1) meter enforcement employee and all administrative costs associated with parking enforcement and collection of meter funds. As you may be aware, the County will be replacing the existing multi-space parking pay stations with new machines at Kreusler Park and assuming all services currently performed by the Town.

Therefore, in accordance with section 8 of the Agreement, the County is providing the Town with sixty (60) days written notice of its intention to terminate the Agreement. Upon sixty (60) days from the date written above, the Agreement will terminate, and the Town and the County will have no further obligations under the Agreement. If you have any questions, please contact Eric Call, Director, Parks and Recreation Department, at 966-6613.

Sincerely,

Karen T. Marcus, Chair
Board of County Commissioners

R-72-1214

A G R E E M E N T

THIS AGREEMENT dated this 28th day of September, 1979,
by and between PALM BEACH COUNTY, a political subdivision of the
State of Florida, P. O. Box 1989, West Palm Beach, Florida 33402,
telephone (305)837-2225, hereinafter referred to as the "COUNTY"
and the TOWN OF PALM BEACH, a municipal corporation organized under
the laws of the State of Florida, P.O. Box 2029, Palm Beach,
Florida 33480, telephone (305)655-5341, hereinafter referred to
as the "TOWN",

W I T N E S S E T H:

WHEREAS, the COUNTY owns a parcel of land in the TOWN
known as Kreusler Park adjacent to Lake Worth Casino Park which
the COUNTY has developed as a beach park; and

WHEREAS, at the COUNTY'S request, the TOWN has agreed
to assist the COUNTY in enforcing parking regulations at said park;

NOW, THEREFORE, THE COUNTY AND THE TOWN AGREE AS
FOLLOWS:

1. It will be the responsibility of the COUNTY to buy
and install all parking meters which are needed to serve Kreusler
Park.
2. The COUNTY will cause the park to be opened and
closed at the assigned times by means of adequate gates with
secure locks and will provide the TOWN with keys to the gates so
that the TOWN police may gain access when necessary.
3. The TOWN will provide parking meter enforcement at
Kreusler Park twelve (12) hours per day, seven (7) days per week,
from 8:00 A.M. to 8:00 p.m. with one employee only on duty during
this time.
4. Meter enforcement personnel will be employees of
the TOWN and will be required to report for duty at Kreusler Park
and remain there during their working hours. The COUNTY will not
be responsible for any transportation expenses of the meter
enforcement personnel.
5. The COUNTY will pay to TOWN all costs incurred in
providing the meter enforcement personnel other than transportation.
TOWN will bill COUNTY on a monthly basis for said cost. In addition
COUNTY shall also be responsible for paying to TOWN all administrative

costs incurred by TOWN relative to administration and follow-up of parking citations. Said costs will include Data Programming of all citations issued at Kreusler Park, follow-up letters to recipients of parking citations who fail to pay fines, and administration of those warrants issued for arrests of parking ticket scofflaws. TOWN shall bill COUNTY for said administrative costs on a monthly basis.

6. The TOWN shall remit all meter revenue including fines and forfeitures derived from Kreusler Park to the COUNTY on a monthly basis.

7. The TOWN will assist the COUNTY in contracting out the repair and refurbishing of meters as needed with the cost of this repair to be borne by the COUNTY.

8. The term of this agreement shall be for one (1) year from the date of execution provided that either party may cancel the agreement by giving sixty (60) days notice in writing to the other party of this intention. Unless so cancelled, this agreement shall be automatically renewed from year to year without the necessity of re-endorsing this contract.

IN WITNESS WHEREOF, the undersigned parties have set their hands by their duly authorized officers on the date first above-written.

ATTEST:

John B. Dunkle, Clerk

By *David L. Chenners*
Deputy Clerk

(SEAL)

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By *Robert D. Long*
Chairman

TOWN OF PALM BEACH, FLORIDA

ATTEST:

By *Grace J. Peters*
Town Clerk

(SEAL)

By *W. H. Ruddy*
Town Manager

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By *James M. Whelan*
County Attorney

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By *Charles S. Madden*
Town Attorney