

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

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Meeting Date: February 7, 2012 Consent Regular
 Ordinance 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:

- A) **Adopt** a resolution authorizing the conveyance of (1) Arboc Mobility 20-Passenger Low Floor Cut Away Bus to Lakeland Area Mass Transit District, Florida, and
- B) **Approve** agreement regarding the conveyance of (1) Arboc Mobility 20-Passenger Low Floor Cut Away Bus to Lakeland Area Mass Transit District, Florida.

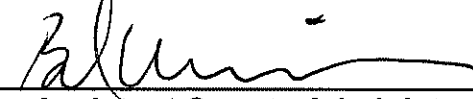
Summary: Palm Tran needs to dispose of (1) Arboc Mobility 20-Passenger Low Floor Cut Away Bus. This bus has not reached its useful life, and in accordance with the Federal Transit Administration (FTA) guidelines, may be conveyed to another FTA grant recipient. Lakeland Area Mass Transit District, has approached Palm Tran and expressed their desire to acquire this bus. Lakeland Area Mass Transit District, has affirmed that it is an entity qualified and eligible to receive a conveyance of personal property from Palm Beach County in accordance with the requirements of Section 125.38, F.S., and that it desires to use the Bus for the public or community interest and welfare. This bus was purchased using 100% Federal Funds earmarked to the City of Boynton Beach, and Palm Beach County purchased this bus on behalf of the City of Boynton Beach. The City of Boynton Beach has notified Palm Tran of the discontinuation of their service and the bus is no longer needed by the City. Countywide (DR)

Background and Justification: Transit buses purchased through the use of FTA funds must be used for the purpose intended for the vehicle's useful life. The useful life of this transit bus is either seven (7) years or 200,000 miles. The bus mentioned above has not reached its useful life and may be transferred to another FTA grant recipient. Because there is a residual FTA interest, Palm Beach County must receive FTA's approval to transfer the bus to Lakeland Area Mass Transit District, and Lakeland Area Mass Transit District, must also receive FTA concurrence to add this bus to their FTA sponsored assets. Lakeland Area Mass Transit District, will be fully responsible for all transportation costs. Additional findings to be made by the Board in support of the transfer of the buses are set forth in the resolution authorizing their conveyance. Palm Tran will submit the Board's resolution to the FTA and request FTA's written approval to transfer the buses to Lakeland Area Mass Transit District,

- Attachments:**
- 1. Resolution of the Board of County Commissioners (2 copies)
 - 2. Agreement with Lakeland Area Mass Transit District (2 copies)
 - 3. Request to Transfer Assets to Fixed Assets Management Office
Palm Beach County.

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Recommended By:  _____ Date: Jan. 13, 2012

Approved By:  _____ Date: _____
Assistant County Administrator

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Grant Expenditures					
Operating Costs					
External Revenues	(\$1.00)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$1.00)				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes ___ No X
 Budget Account No.: Fund ___ Dep't. ___ Unit ___ Object ___
 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:

[Signature] *OFMB* *1/27/12* *1/27/12* *1/27/12* *FAMO* *1/27/12*
[Signature] *Contract Dev. and Control* *1-27-12* *B. Wheeler*

B. Legal Sufficiency:

[Signature] *1/27/12*
 Assistant County Attorney

C. Other Department Review:

 Department Director

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 _____, 2012, 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, County 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 desires to contract with County for 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 a portion of County's costs associated with the delivery of such services to Village's residents; 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 make 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 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, 2011 and shall cover services for the period October 1, 2011 through September 30, 2012.

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: Village shall remit to the County the sum of forty thousand dollars (\$40,000) 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) 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.

Pursuant to Sections 2-421 through 2-440 of the Palm Beach County Code, as it may be amended from time to time, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor and inspect the activities of entities contracting with the County, their subcontractors, and anyone acting on a contractor's or its subcontractors behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation is a violation of the Palm Beach County Code and punishable, pursuant to Section 125.69, F.S., in the same manner as a second degree misdemeanor. The City agrees that it is subject to and that it will fully cooperate with the Inspector General and all representatives of County and Palm Tran, Inc. and that it shall provide full, open and unrestricted access to all of its records, places of business and facilities. All of the City's records shall be maintained and kept in Palm Beach County. The City shall include this provision in all subcontracts and other agreements related, in any manner, to this Agreement

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 the County at least thirty (30) days in advance of the date established by the Village for cessation of services and its funding obligation.

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:** All costs and expenses, including but not limited to 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 and No Intended Third Party Beneficiaries:** Nothing contained herein shall create an agency relationship between Village and County or Village and Palm Tran, Inc. In addition, this Agreement is not intended to be a third party beneficiary contract and creates no right in anyone other than the Village, County 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:

As to the County:

Director
Palm Tran CONNECTION
3044 South Military Trail
West Palm Beach, FL 33463

As to the Village:

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 construction, 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, familial 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.

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

ATTEST:
Sharon R. Bock, Clerk & Comptroller

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

By: _____
Deputy Clerk

By: _____
Chair

ATTEST:

VILLAGE OF WELLINGTON by its
VILLAGE COUNCIL

By: Awilda Rodriguez
Awilda Rodriguez, Village Clerk

By: [Signature]
Mayor


Approved as to Form and
Legal Sufficiency

[Signature]
Village's Attorney

Approved as to Form
and Legal Sufficiency

Approved as to Terms
and Conditions

County Attorney



Chuck Cohen, Executive Director
Palm Tran

AWellingtonInterlocal2011-12ParatransitTrips.pt12-20-2011

RESOLUTION NO. R2012-02

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3 A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL
4 APPROVING AND AUTHORIZING THE MAYOR AND
5 CLERK TO EXECUTE AN INTERLOCAL AGREEMENT
6 WITH PALM BEACH COUNTY TO PROVIDE
7 TRANSPORTATION SERVICES FROM OCTOBER 1, 2011
8 THROUGH SEPTEMBER 30, 2012; AND PROVIDING AN
9 EFFECTIVE DATE.

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11 WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal
12 Cooperation Act of 1969: authorizes local governments to make the most efficient use
13 of their powers by enabling them to cooperate with other localities on a basis of mutual
14 advantage and thereby to provide services and facilities that will harmonize geographic,
15 economic, population and other factors influencing the needs and development of local
16 communities; and

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

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

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

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29 NOW, THEREFORE, BE IT RESOLVED BY WELLINGTON, FLORIDA'S
30 COUNCIL that:

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

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

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40 SECTION 3. This Resolution shall be retroactively effective to September 30,
41 2011, upon adoption.


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43 PASSED AND ADOPTED this 10th day of January, 2012.
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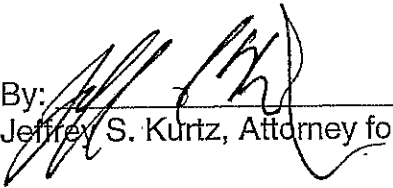
ATTEST:

By: 
Awilda Rodriguez, Wellington Clerk

WELLINGTON

By: 
Darell Bowen, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: 
Jeffrey S. Kurtz, Attorney for Wellington