

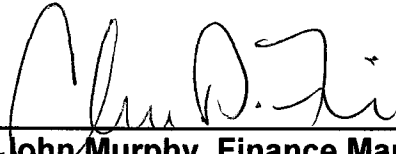
II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

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

Is Item Included In Current Budget? Yes X No
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5101 Object 6211
 Program

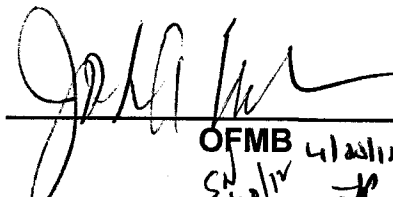
B. Recommended Sources of Funds/Summary of Fiscal Impact:

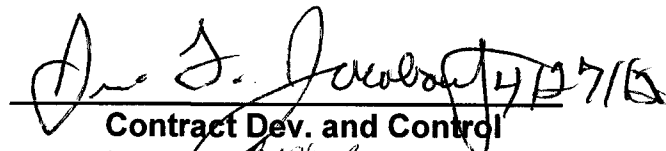
C. Departmental Fiscal Review:  FOR
 John Murphy, Finance Manager

III. REVIEW COMMENTS

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

**time extension only. NO fiscal impact*

 4/20/12
 OFMB 4/20/12
SN 4/20/12 JP 4/19/12

 4/27/12
 Contract Dev. and Control
 4-27-12 B Wheeler

B. Legal Sufficiency:

 4/30/12
 Assistant County Attorney

C. Other Department Review:

 Department Director

RESOLUTION NO. R –

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BACH COUNTY, FLORIDA, AUTHORIZING THE EXECUTIVE DIRECTOR OF PALM TRAN, THROUGH THE COUNTY ADMINISTRATOR, TO EXTEND THE COMPLETION DATE FOR THE INSTALLATION OF SHELTERS BY THE CITY OF DELRAY BEACH TO NOVEMBER 18, 2012; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County entered into an Interlocal (Grant) Agreement for the Funding of Transit Infrastructure with the City of Delray Beach (also referred to herein as the "Grant Agreement") under which the County agreed to reimburse the City for certain costs incurred by the City for the construction, placement and installation of County approved transit infrastructure, along certain Palm Tran bus routes located within the City's geographic boundaries; provided, that the City's expenditures were incurred in accordance with the requirements of the Grant Agreement, the Federal Transit Administration (FTA) and the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, the Grant Agreement requires that the transit infrastructure installation be completed and invoices for reimbursement submitted within eighteen (18) months of the date of execution of the Grant Agreement; and

WHEREAS, the City was not able to complete the installation within said eighteen (18) months period and was given an extension to May 18, 2012, in accordance with the Grant Agreement and Palm Beach County Board of County Commissioners' Resolution 2010-0799; and

WHEREAS, the City has advised that it will not be able to fully complete the installation of shelters by May 18, 2012, and has requested a second extension to November 18, 2012; and

WHEREAS, the Board desires to authorize the Executive Director of Palm Tran, through the County Administrator, to grant an extension to November 18, 2012, to enable the City to complete the installation of the transit infrastructure shelters and submit invoices for reimbursement.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

The Executive Director of Palm Tran, through the County Administrator, is hereby authorized to extend the completion date for the installation of transit infrastructure and the submittal of final invoices to November 18, 2012, in accordance with the provisions of the Grant Agreement.

This resolution shall take effect immediately upon its adoption.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and upon being put to a vote, the vote was as follows:

Commissioner Shelley Vana, Chair	_____
Commissioner Steven L. Abrams, Vice Chairman	_____
Commissioner Karen T. Marcus	_____
Commissioner Paulette Burdick	_____
Commissioner Burt Aaronson	_____
Commissioner Jess R. Santamaria	_____
Commissioner Priscilla A. Taylor	_____

The Chair thereupon declared the resolution duly passed and adopted this _____ day of _____, 2012.

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
County Attorney

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COMMISSIONERS

Sharon R. Bock, Clerk and
Comptroller

By: _____
Deputy Clerk

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INTERLOCAL (GRANT) AGREEMENT
FOR
FUNDING OF TRANSIT INFRASTRUCTURE
BETWEEN
PALM BEACH COUNTY
AND
THE CITY OF DELRAY BEACH

R2010 0798

MAY 18 2010

THIS INTERLOCAL (GRANT) AGREEMENT is made and entered into this _____ day of _____, 2010, by and between the City of Delray Beach, a Florida municipal corporation (hereinafter referred to as "MUNICIPALITY"), and Palm Beach County, a political subdivision of the State of Florida (hereinafter referred to as "COUNTY").

WITNESSETH:

WHEREAS, the COUNTY operates a fixed route public transit system, known as and referred to herein as "Palm Tran," with routes situated within the MUNICIPALITY's geographical boundaries; and

WHEREAS, the MUNICIPALITY desires to undertake a Project, to be located within MUNICIPALITY's boundaries at certain COUNTY designated public transit stops (also referred to herein as "bus stops"), which Project will encompass the purchase, construction, installation and maintenance of public transit bus shelters and associated infrastructure (e.g., benches, trash cans, bicycle racks, signage and pedestrian enhancements) and which may also include but is not limited to the installation of pavers or pavement, the replacement of existing various transit infrastructure, and the acquisition and installation of signage, landscaping, and lightning (collectively referred to herein as "TRANSIT INFRASTRUCTURE") to be funded by County under a grant from the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, the COUNTY has received a grant under the ARRA, # FL-96-X026-00, from the Federal Transit Administration (FTA) for Transit Capital Assistance under the Urbanized Area Formula Grant Program authorized by 49 U.S.C. Section 5307 (also referred to herein as the "ARRA Grant"); and

WHEREAS, the COUNTY applied for a supplement to the ARRA Grant (Amendment FL-96-X026-01, also referred to herein as the "Grant" or the "Supplemental Grant"), which included a line item for \$373,750 for transit enhancements to be allocated and used for certain expenditures by MUNICIPALITY relating to a TRANSIT INFRASTRUCTURE Project to be undertaken by the MUNICIPALITY; and

WHEREAS, the COUNTY is willing to utilize said Supplemental Grant to improve and expand public transit bus amenities located within MUNICIPALITY, and to reimburse certain costs incurred by the MUNICIPALITY for the construction, placement and installation of COUNTY approved TRANSIT INFRASTRUCTURE along certain Palm Tran bus routes located within the MUNICIPALITY, in an amount not to exceed the total cost of Three Hundred Seventy Three Thousand Seven Hundred and Fifty Dollars (\$373,750) or Supplemental Grant award, whichever is less; and

WHEREAS, during and after the installation of each TRANSIT INFRASTRUCTURE, the MUNICIPALITY shall be completely and fully responsible for all costs associated with the acquisition, construction, installation, maintenance, repair and cleaning, including the maintenance of all landscaping in the area immediately surrounding the TRANSIT INFRASTRUCTURE, including the Palm Tran bus stop, and the removal of all trash, garbage and debris; and

1 WHEREAS, Section 163.01, F.S., authorizes local governments to make the most
2 efficient use of their powers by enabling them to cooperate with other localities on a basis of
3 mutual advantage and thereby to provide services and facilities that will harmonize geographic,
4 economic, population and other factors influencing the needs and development of local
5 communities.

6
7 NOW, THEREFORE, in consideration of mutual covenants, promises, and Agreements
8 herein contained, the parties agree as follows:

- 9
10 1. **Recitals:** The above recitations are true, correct and are incorporated into and
11 made a part of this Agreement.
12
13 2. **Contract Representative:** The COUNTY's contract representative during the
14 performance of this Agreement shall be the Executive Director of Palm Tran, or
15 his designee, whose telephone number is 561-841-4200. The MUNICIPALITY's
16 contract representative during the performance of this Agreement shall be its City
17 Engineer, or his designee, whose telephone number is 561-243-7322.
18
19 3. **Purpose:** The purpose of this Agreement is to set forth the various duties and
20 obligations of the parties relating to MUNICIPALITY's procurement, contract
21 administration, permitting, construction, installation, cleaning, repair and
22 maintenance of the TRANSIT INFRASTRUCTURE (also referred to herein as
23 "Project") and role as a grantee of COUNTY and subrecipient of FTA federal
24 funding assistance through the COUNTY.
25
26 4. **Effective Date and Term:** This Agreement shall take effect upon execution by
27 COUNTY having been previously executed by the MUNICIPALITY, and shall
28 remain in full force and effect for no less than ten (10) years from the issue date
29 of the last certificate of occupancy ("CO") or permit to occupy and use a
30 TRANSIT INFRASTRUCTURE, including any related improvements or
31 enhancements, or until no TRANSIT INFRASTRUCTURE is in use, whichever
32 comes last. However, the COUNTY's Master Grant Agreement with the FTA
33 (FTA MA (16) dated October 1, 2009) (also referred to herein as the "Master
34 Grant Agreement") referenced in this Agreement does not have an Expiration
35 Date. Accordingly, the MUNICIPALITY acknowledges and agrees that
36 notwithstanding the foregoing and any other provision of this Agreement, that to
37 the extent any of the provisions of the Master Grant Agreement continue to apply
38 to the Project, the applicable provisions of this Agreement shall remain in effect
39 and shall survive the expiration or earlier termination of the Agreement.
40
41 5. **Not to Exceed Project Cost, Reimbursement:** To the extent permissible under
42 the Supplemental Grant, the ARRA Grant and Master Grant Agreement, the
43 COUNTY will reimburse the MUNICIPALITY for up to ONE HUNDRED
44 PERCENT (100%) of certain eligible and allowable costs incurred by
45 MUNICIPALITY, not to exceed a total of THREE HUNDRED SEVENTY-THREE
46 THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$373,750) for the
47 TRANSIT INFRASTRUCTURE constructed and installed by the MUNICIPALITY
48 at the site(s) identified in Exhibit A to this Agreement. Any costs associated with
49 the procurement, administration, cleaning, repair or maintenance of the TRANSIT
50 INFRASTRUCTURE shall not be reimbursed by the COUNTY and shall remain
51 the sole responsibility of MUNICIPALITY, except to the extent certain
52 administrative costs are eligible costs reimbursable by the FTA and such costs
53 have been expressly pre-approved in writing by COUNTY's contract
54 representative. COUNTY's obligation to reimburse MUNICIPALITY is subject to
55 its obligations under the Master Grant Agreement. Any project cost incurred by
56 the MUNICIPALITY before the Effective Date of this Agreement shall not be
57 reimbursed by the COUNTY. Only those allowable Project costs eligible for

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reimbursement under the Master Grant Agreement may be reimbursed; provided, that the MUNICIPALITY has incurred such costs and fulfilled the applicable obligations described in the Master Grant Agreement and complied with all Federal laws, regulations, guidances, circulars and directives applicable to the Project.

6. **Subrecipient's Obligation to Comply with Federal Requirements and Master Grant Agreement:**

A. The MUNICIPALITY agrees that its receipt and expenditure of Supplemental Grant funds shall be subject to the same terms and conditions applicable to the COUNTY's receipt and expenditure of such funds, including but not limited to those set forth in all applicable Federal laws, rules, regulations, guidances, Federal directives and executive orders, 49 CFR Part 18 (commonly referred to as "The Common Grant Rules"), FTA Circular 4220.1F dated November 1, 2008, Rev. April 14, 2009, the Master Grant Agreement and all ARRA provisions, as they may be modified, replaced or amended from time to time. The Municipality acknowledges and affirms its obligation to not only meet and carry out COUNTY's applicable Federal obligations, unless relieved of such obligation in writing by COUNTY's contract representative, but to also obligate its third party contractors to comply with all applicable Federal requirements. A copy of the Common Grant Rules, FTA Circular 4220.1F, the Master Grant Agreement and all ARRA provisions are attached hereto as Exhibit C and D and made a part of this Agreement.

B. MUNICIPALITY shall not perform any act or refuse to comply with any COUNTY or FTA direction or request which would cause the COUNTY to be in violation of any term or condition of the ARRA Grant or the Supplemental Grant, violate any Federal or State law, guidance, rule, regulation, Federal Directive or Executive Order, or contribute to or cause the FTA to seek to terminate the ARRA Grant or Supplemental Grant or request the return of any funds provided to the COUNTY, whether made available to the MUNICIPALITY or not. The MUNICIPALITY will immediately remedy, at its sole cost and expense, any deficiency or violation of this Agreement, the Master Grant Agreement, the Common Grant Rules, FTA Circular 4220.1F, ARRA provisions and any Federal or State law, rule, regulation, guidance or executive order, upon notice of such from COUNTY.

C. MUNICIPALITY agrees to separately identify the expenditures for Federal awards under the Recovery Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. The MUNICIPALITY agrees to accomplish this by identifying expenditures for Federal awards made under Recovery Act separately on the SEFA, and a separate rows under Item 9 of Part III on the SF-SAC by CFDA number (20.507), and inclusion of the prefix "ARRA-" in identifying the name of the Federal program on the SEFA and as the first characters in item 9d of Part III on the SF-SAC.

7. **No Additional Obligations:** The COUNTY shall have no funding obligation to the MUNICIPALITY in excess of the amount lawfully reimbursable under the Supplemental Grant referenced in paragraph 5 above; provided, that, FTA approves and COUNTY receives the Supplemental Grant to be used to fund the Project, and MUNICIPALITY satisfies the requirements of this Agreement and the applicable requirements of the Master Grant Agreement. COUNTY's sole

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obligation to the MUNICIPALITY shall be to reimburse it for allowable expenses incurred in accordance with the provisions of this Agreement and State and Federal law and rules, regulations and guidances of the FTA. The COUNTY shall have no obligation to any other entity, contractor, or person who has contracted with the MUNICIPALITY for the performance of all or part of this Agreement, who is in anyway associated with MUNICIPALITY's performance of this Agreement, or who might benefit from the terms of this Agreement.

8. **Site Plans, Bid Preparation, Installation, Maintenance and More:** The MUNICIPALITY shall present site plans that confirm that designs and locations (e.g., easements, right of way, etc.) have been secured and meet required specifications, in accordance with the Municipal Application for Transit Infrastructure Package attached hereto as Exhibit B. The MUNICIPALITY will submit the site plans and all other required documentation to Palm Tran within four (4) months from the effective date of this Agreement. The MUNICIPALITY's failure to present approvable site plans during this four (4) month time period may be deemed a material breach of contract and result in the termination of this Agreement for cause by the COUNTY upon five (5) days notice of such to the MUNICIPALITY, and/or cancellation of the Grant by FTA. The MUNICIPALITY shall be fully responsible for all activities and costs related to the design, the issuance of all permits, contract preparation, bidding, and contract administration for the Project, including all payments to contractors and suppliers, all of which shall be undertaken and performed by the MUNICIPALITY in conformity with the requirements of this Agreement and all applicable Federal, State, COUNTY and MUNICIPALITY laws and regulations. The MUNICIPALITY acknowledges and affirms its obligation to comply with all of the applicable procurement provisions of the Master Grant Agreement, including but not limited to those set forth in Section 15 of the Master Grant Agreement, and the requirements of FTA Circular 4220.1F dated November 1, 2008, Rev. April 14, 2009, as they may be modified, replaced or amended from time to time. MUNICIPALITY agrees that it shall fulfill all of the obligations of the "Recipient" and "Subrecipient" of an FTA grant, unless relieved of a particular requirement in writing by COUNTY's contract representative or the particular requirement can only be performed by COUNTY. The MUNICIPALITY further agrees to install the TRANSIT INFRASTRUCTURE(s) in accordance with the plans, specification and costs as specified in the Transit Infrastructure Application, as approved by the COUNTY. Variations from the plans submitted by MUNICIPALITY shall require the COUNTY's prior written approval. The determination as to whether a variation is eligible for reimbursement is vested solely in the COUNTY. The MUNICIPALITY shall be fully responsible and liable for all TRANSIT INFRASTRUCTURE(s) acquired, constructed, installed and maintained hereunder, including the surrounding area and landscaping. The MUNICIPALITY shall obtain, provide and promptly pay for all labor, materials, supplies and services necessary for the acquisition, construction, installation and maintenance of the TRANSIT INFRASTRUCTURE(s).
9. **Signage:** Each TRANSIT INFRASTRUCTURE shall have a sign placed within it clearly indicating that the MUNICIPALITY or its contractor is responsible for all maintenance and cleaning, and each sign shall identify the telephone number to which complaints may be reported.
10. **Non-Assignment:** The MUNICIPALITY shall not transfer title, lease, lien, pledge, encumber, convey, assign, sublet or transfer, in whole or in part, any or all of its rights, title to and interest in this Agreement or any TRANSIT INFRASTRUCTURE acquired, constructed, installed or maintained under this Agreement or the real property upon which the TRANSIT INFRASTRUCTURE is

1 installed, without first obtaining the prior written consent of the County, which
2 consent may be withheld for any reason or no reason at all.

3
4 **11. Continuing Control and Timely Completion:**
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6 A. The MUNICIPALITY agrees to maintain ownership, use and continuing
7 control of the Project property, including all constructed improvements,
8 (also referred to herein as the TRANSIT INFRASTRUCTURE) and the
9 sites upon with the Project property is located, as required by the County
10 in its sole determination, and in conformity with the requirements of the
11 FTA. The MUNICIPALITY agrees to use Project property for appropriate
12 Project purposes and for the duration of its useful life, which shall not be
13 less than ten (10) years, as required by COUNTY and FTA. The
14 MUNICIPALITY acknowledges the Federal government's continuing
15 interest in the Project property, and agrees that it will not take any action
16 that will adversely affect the Federal interest or impair its continuing
17 control of the Project Property.
18

19 B. MUNICIPALITY shall promptly commence performance of the Project,
20 and shall perform expeditiously and without delay in accordance with
21 FTA's requirements relating to the expenditure of ARRA and Section
22 5307 funds. If the MUNICIPALITY unreasonably delays or fails to use the
23 Project property during its useful life as required by COUNTY under this
24 Agreement, the MUNICIPALITY agrees that it may be required to return
25 all funds received from COUNTY expended on the Project.
26

27 **12. Relocation or Removal of TRANSIT INFRASTRUCTURE:**
28

29 A. Should a TRANSIT INFRASTRUCTURE need to be relocated as a result
30 of an action of the MUNICIPALITY (e.g., roadway or right-of-way
31 improvements, alterations or abandonments, traffic calming measures,
32 street closure, and land use or development changes or approvals), an
33 alternative site shall be made available by MUNICIPALITY for the
34 remaining durable useful life of the TRANSIT INFRASTRUCTURE or the
35 ten (10) year period described in paragraph 4 above, whichever is
36 greater, and MUNICIPALITY's obligations under this Agreement shall be
37 transferred to the relocated TRANSIT INFRASTRUCTURE and
38 continued as described herein. The MUNICIPALITY shall be responsible
39 for all of the costs of removing and relocating the TRANSIT
40 INFRASTRUCTURE, including but not limited to the costs of restoration
41 of the site, grass and landscaping. If the MUNICIPALITY fails to relocate
42 any TRANSIT INFRASTRUCTURE within ninety (90) days of its removal
43 from its site or COUNTY's determination that it should be relocated,
44 whichever comes first, the MUNICIPALITY shall reimburse the COUNTY
45 for all funds provided by the COUNTY for the acquisition, construction
46 and installation of such TRANSIT INFRASTRUCTURE. All relocations to
47 alternative sites must be pre-approved by the COUNTY.
48

49 B. Should the COUNTY determine that a TRANSIT INFRASTRUCTURE
50 needs to be removed and relocated solely as a result of COUNTY's
51 decision to discontinue a Palm Tran bus route, the MUNICIPALITY shall
52 provide the COUNTY with a written estimate of the cost of removal and
53 relocation of the TRANSIT INFRASTRUCTURE. Upon the COUNTY's
54 approval of the estimated cost, the MUNICIPALITY shall remove and
55 relocate the TRANSIT INFRASTRUCTURE to an alternative site made
56 available by MUNICIPALITY and approved by COUNTY. MUNICIPALITY
57 shall restore the original site and be responsible for the costs of such

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restoration. COUNTY shall reimburse the MUNICIPALITY for the approved estimated costs associated with the installation of the TRANSIT INFRASTRUCTURE at the alternative site. In the event the MUNICIPALITY fails to or is unable to identify an alternative site acceptable to COUNTY within the ninety (90) day period, the MUNICIPALITY may, if agreed to by COUNTY, transfer ownership of the TRANSIT INFRASTRUCTURE to COUNTY, for use elsewhere in COUNTY's public transit system.

- 13. **Maintenance:** The MUNICIPALITY agrees to clean, repair and maintain, in good working order and condition and in full compliance with the requirements of this Agreement, the TRANSIT INFRASTRUCTURE(s) constructed at sites identified in Exhibit A (and any sites within the MUNICIPALITY to which such structures may have been relocated) and funded under this Agreement, for the greater of the durable useful life of the TRANSIT INFRASTRUCTURE or a period of ten (10) years. If any of the TRANSIT INFRASTRUCTURE remains in use thereafter, the MUNICIPALITY agrees that it will clean, repair and maintain the TRANSIT INFRASTRUCTURE in conformity with the provision of this Agreement and comply with all other provisions of the Agreement until all use of the TRANSIT INFRASTRUCTURE shall cease.
- 14. **Failure to Maintain:** The MUNICIPALITY agrees that if the MUNICIPALITY fails to satisfactorily perform its obligations under this Agreement with regard to cleaning, trash and garbage removal, and the repair and maintenance of the TRANSIT INFRASTRUCTURE(s), the COUNTY shall have the right to remedy any deficiencies, immediately and without notice to MUNICIPALITY, including the removal of TRANSIT INFRASTRUCTURE, and MUNICIPALITY shall be responsible for all costs incurred by the COUNTY to remedy or correct the MUNICIPALITY's performance and/or any deficiency(ies). COUNTY will, however, generally endeavor (although it is not so required) to advise MUNICIPALITY of any deficiency prior to COUNTY undertaking such action.
- 15. **TRANSIT INFRASTRUCTURE Standards:** All shelters acquired, constructed and installed with funds provided under this Agreement shall meet, conform to and satisfy the following minimum standards:
 - A. Be durable, vandal-resistant, low maintenance, and remain structurally sound for the greater of the minimum ten (10) year period or the durable useful life, and at all times thereafter while they remain in use as TRANSIT INFRASTRUCTURE.
 - B. Be covered by a standing seam peaked roof design, curved roof design or COUNTY approved equal (no flat roof design) with an insulated roof either attached to and conforming to the roof pitch or installed so that the insulation creates a flat ceiling no less than 7-feet 6-inches (7'6") in height. Roof drainage and scuppering shall be to the rear or sides of the shelter.
 - C. Be designed to withstand current wind load code requirements. A registered engineer licensed in the State of Florida shall sign design calculations. The anchoring technique shall allow for minimal effort to remove and reinstall the shelter.
 - D. Have a minimum of two (2) sides (the back may be modified to allow wheelchair access) and an open front with sufficient roof coverage to protect the riders from the elements.

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- E. Have seating for a minimum of two (2) adults and space for one (1) wheelchair. Seating shall be designed with anti-vagrant dividers. Seating shall either be secured to the concrete pad or to the Shelter.
- F. Be fully compliant with the Americans with Disabilities Act of 1990, as amended, and all implementing regulations, including but not limited to those set forth in 49 CFR Part 37, Appendix A. (such Act and its implementing regulations are referred to herein as the "ADA") and all Florida Statutes and rules and regulations of the Florida Department of Transportation, including but not limited to those set forth in the Florida Administrative Code, as they may be amended from time to time. The MUNICIPALITY further acknowledges and agrees that it shall comply with all of the requirements of FTA Circular 4220.1F (dated 11/1/2008, Rev. 4/14/2009) relating to accessibility, including but not limited to those identified in Sections 2.(g) and (h) of Chapter IV of the Circular, and all of the requirements of the Master Grant Agreement relating to Access for Individuals with Disabilities as described in Section 12(g) of the Master Agreement, as such requirements may be modified, replaced or amended from time to time. All surfaces, signage, telephones, wheelchair lift clear area (or landing pad) overhangs, ramp and pad accessibility, curb cuts and sidewalk modifications shall comply with the ADA. All shelter sites or locations shall be free of sidewalk furniture and benches, unless expressly allowed by COUNTY's contract representative in writing.
- G. Have a shelter foundation base which shall consist of a reinforced concrete slab at least six inches (6") thick extending six inches (6") beyond the shelter "foot-print" with a compatible paved ramp from the bus stop to the shelter.
- H. Be located at a current or proposed bus stop on an existing or proposed Palm Tran route; provided, that, the location has been approved by COUNTY's contract representative in writing.
- I. Be located so as to meet or exceed the prevailing setback or clear zone requirements and provide an unobstructed view of arriving vehicular traffic for standing and seated persons, in compliance with Florida law and all rules and regulations of the Florida Department of Transportation.
- J. Have a minimum three (3) foot clearance around the shelter and any adjacent sidewalk to provide for unrestricted pedestrian traffic. If located adjacent to a building, or other structure, the shelter design shall include a twelve-inch (12") clear space at the rear of the shelter to permit trash removal and cleaning.
- K. Be located no closer than two feet (2') between the back-face of the curb and the roof panels of the shelter to permit clear passage of bus and truck side mirrors.
- L. Be equipped with a free standing or pedestal mounted trash container with a minimum capacity of five (5) gallons.
- M. Be fully compliant with all State and Federal laws and all Florida Department of Transportation's rules and regulations as they may be amended from time to time.

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- N. Be equipped to display Palm Tran Route Schedule and System Map. COUNTY shall have the right to display information regarding Palm Tran and its services, and to use and install other information technology equipment and material as they may be used by Palm Tran from time to time.
 - O. All other TRANSIT INFRASTRUCTURE, not specifically addressed in subparagraphs A through N above, shall be constructed and installed in accordance with the requirements of COUNTY, and other applicable local governmental ordinances, and all State and Federal laws, rules, regulations and guidances.
16. **Maintenance Standards:** The MUNICIPALITY is solely responsible for the maintenance of the TRANSIT INFRASTRUCTURE as described in this Agreement. MUNICIPALITY shall comply with the following minimum standards regarding the cleaning, repair and maintenance of all TRANSIT INFRASTRUCTURE and the area surrounding a shelter site and the removal of all trash, garbage and debris:
- A. Each shelter shall be cleaned on all exposed surfaces and all graffiti, posters, advertisements, messages, signs, etc., excluding that required or permitted by COUNTY under this Agreement, shall be removed no less than once every two (2) weeks. All trash, garbage and debris shall be removed from each waste receptacle and the area surrounding the shelter at least bi-weekly or more frequently on an "as needed" basis.
 - B. The shelter ceiling (including any ceiling fixture(s), if applicable) shall be cleaned at least twice a year or more frequently as needed.
 - C. The shelter location grounds and area, within a fifteen (15) foot radius of the center or central most point of a shelter, shall be kept clean and free from all trash, garbage and debris, and any obstacle or condition which might create a danger to a member of the public using or accessing the shelter or the surrounding area.
 - D. Grass on the shelter location grounds shall be maintained and mowed as necessary, but no less than bi-weekly (every two weeks) during Spring, Summer and Fall, and at least once a month during the Winter.
 - E. All paintable surfaces, if any, of each shelter shall be re-painted or otherwise coated as needed.
 - F. ~~Fluorescent bulbs, ballasts and photocells shall be replaced as needed to maintain shelter lighting.~~
 - G. Broken panels, bent or broken roof support posts, broken display panels, burned out lights, faulty ballasts, malfunctioning photo-cells, or any damaged components of any shelter shall be replaced within seventy-two (72) hours of notification, or during bi-weekly cleaning, whichever is earlier. The MUNICIPALITY shall secure the area should any hazardous safety situations arise, or remove the hazard within two (2) hours after learning of such situation, including receipt of notification from the COUNTY. All replacement parts shall be of the same quality and type or better than those originally installed.
 - H. Any damage, whether caused by vandals or otherwise, shall be immediately repaired and the shelter restored to its original condition, or

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2 replaced, unless permission to do otherwise is received in writing from
3 COUNTY's contract representative.

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5 17. **Lighting:** The MUNICIPALITY shall supply and pay for all installation and usage
6 charges for any utility service supplied to a TRANSIT INFRASTRUCTURE.
7 Each TRANSIT INFRASTRUCTURE shall be lighted from dusk to dawn.
8 Lighting may be provided by either solar power or supplied from a conventional
9 public utility. Power supplied by a conventional public utility will be Ground Fault
10 Interrupter (GFI) protected.
- 11
12 18. **Advertisements:** If the MUNICIPALITY decides to permit advertising, all
13 advertising materials, advertisements and manner of presentation shall be
14 consistent with the requirements and standards established in the COUNTY's
15 contract with its current third party bus shelter program contractor (currently GBS,
16 Outdoors, Inc.) as they may be replaced, modified or amended from time to time.
17 The MUNICIPALITY acknowledges its receipt of the current requirements and
18 standards. The MUNICIPALITY affirms that any TRANSIT INFRASTRUCTURE
19 constructed hereunder shall not be used or designated as a "public forum" or
20 "limited public forum". All TRANSIT INFRASTRUCTURE shall constitute a
21 nonpublic forum.
- 22
23 19. **Incorporation of Federal and State Requirements – Exhibits C & D:** The
24 MUNICIPALITY agrees that the Project will be carried out in compliance with all
25 of the requirements described in Exhibits C and D which are attached to this
26 Agreement and made a part hereof. These requirements are hereby expressly
27 made applicable to the MUNICIPALITY whether identified as an obligation of the
28 "contractor" or the "Municipality" in said exhibits, unless such requirement(s)
29 could not reasonably be performed by the MUNICIPALITY or the MUNICIPALITY
30 is relieved, in writing, of such obligation by COUNTY. In addition, the
31 MUNICIPALITY shall incorporate all Federal and State contracting clauses set
32 forth in Exhibits C & D, into all third party contracts and subcontracts related
33 to this Agreement, including but not limited to the design, acquisition, construction,
34 installation, and maintenance of the TRANSIT INFRASTRUCTURE(s) funded
35 hereunder. (Such contracting clauses may be modified only to the extent
36 expressly set forth in Exhibits C and D, or as may be authorized by COUNTY's
37 contract representative to obtain conformity with the requirements of Circular
38 4220.1F dated 11/1/2008, Rev. 4/14/2009, the Common Grant Rules, the Master
39 Grant Agreement, ARRA provisions or other Federal law, rule, requirement,
40 regulation, guidance or executive order applicable to the Project.) The
41 MUNICIPALITY understands and agrees that it must comply with all applicable
42 Federal laws and regulations, and follow all applicable Federal directives. Any
43 violation by MUNICIPALITY of a State or Federal law, regulation or rule or
44 Federal guidance or Executive Order, or failure to follow a Federal directive
45 applicable to the Project may be deemed a material breach of contract, resulting
46 in the termination of this Agreement, and/or penalties to the violating party.
- 47
48 20. **Third Party Contractors:** The MUNICIPALITY shall require each contractor
49 engaged to perform any work or services associated with this Agreement to:
- 50 A. Obtain and maintain Workers' Compensation coverage in accordance
51 with the requirements of Florida law.
- 52
53 B. Obtain and maintain Commercial General Liability coverage, including
54 vehicle coverage, in combined single limits of not less than ONE
55 MILLION AND 00/100 DOLLARS (\$1,000,000.00).
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C. The MUNICIPALITY shall require each contractor to save, defend, indemnify and hold harmless the MUNICIPALITY, COUNTY and Palm Tran, Inc., their respective directors, officers, employees, servants or agents from any and all liability which might inure to MUNICIPALITY, COUNTY or Palm Tran, Inc. as a result of or related to the contractor's performance or failure to perform any of its duties or obligations under its contract with MUNICIPALITY. The MUNICIPALITY shall include the following provisions in all third party contracts:

1. Contractor agrees to protect, defend, reimburse, save, indemnify and hold the MUNICIPALITY, COUNTY and Palm Tran, Inc., their successors or assigns, and their respective directors, officers, employees, servants and agents, free and harmless at all times from and against any and all suits, actions, damages, liabilities, interest, attorneys' fees, costs and expenses of whatsoever kind or nature arising out of or related to the design, construction, installation, cleaning, repair or maintenance of the TRANSIT INFRASTRUCTURE (s) and the landscaping and surrounding area and whether directly or indirectly caused, occasioned or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of the MUNICIPALITY, COUNTY or Palm Tran, Inc., or anyone acting under their direction or control.

2. The contractor further agrees to indemnify, defend, save and hold harmless the MUNICIPALITY, COUNTY and Palm Tran, Inc., their respective directors, officers, agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the contractor not included in the paragraph above and for which the MUNICIPALITY, COUNTY or Palm Tran, Inc., or their respective directors, officers, agents, servants or employees are alleged to be liable.

3. Contractor's hold harmless and indemnity obligations shall apply to the fullest extent permitted by law. Contractor's obligations hereunder shall include and encompass any liability which may inure or accrue to the MUNICIPALITY, COUNTY or Palm Tran, Inc. as a result of contractor's performance or failure to perform its contract with the MUNICIPALITY.

4. Any compromise or settlement of any claim or satisfaction of judgment by contractor for itself, MUNICIPALITY, COUNTY or Palm Tran, Inc. shall not relieve contractor of its obligations to any entity not included within or made a party to such settlement or satisfaction.

D. Incorporate into its subcontracts, the Federal and State contract clauses identified in Exhibits C and D that are required, in accordance with the Master Grant Agreement, Common Grant Rules, Circular 422Q.1F, as amended, Federal or State law, rules, regulations, guidances, or directives, to flow down to its third party contractors and/or lower tier subcontractors.

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21. **Ownership and Right to Use:**

- A. The MUNICIPALITY agrees that title to and ownership of each TRANSIT INFRASTRUCTURE acquired, constructed and installed with funds provided under this Agreement is vested in the MUNICIPALITY subject to the COUNTY's and FTA's rights or interests described in this Agreement, the Master Grant Agreement, the Common Grant Rules and FTA Circular 4220.1F dated 11/01/2008 and Rev. 04/14/2009.
- B. MUNICIPALITY hereby expressly grants and conveys to COUNTY a perpetual irrevocable and exclusive (except that it may be non-exclusive to the extent required to enable the MUNICIPALITY to fulfill its obligations under this Agreement, with the consent of the County's contract representative) right, privilege, permit and license to construct, install, improve, remove, maintain, access and use any TRANSIT INFRASTRUCTURE(s), including the right of way or easement area upon which the TRANSIT INFRASTRUCTURE is installed, for a public transit stop, passenger waiting area or transfer location, and any other use consistent with or accessory to the COUNTY's public transportation related use(s) of the TRANSIT INFRASTRUCTURE(s) and the surrounding area. Such other uses may include but are not limited to trash receptacles, bike racks, advertising, informational signage, lighting, landscaping and pavers.
- C. All TRANSIT INFRASTRUCTURE shall be located within the public rights-of-way or upon other real property which is subject to an easement in favor of the MUNICIPALITY and/or COUNTY for the purposes of this Agreement. Any exception to this requirement will require the prior written consent of the COUNTY's contract representative and the determination that the COUNTY's and/or the MUNICIPALITY's rights or interest in the real property upon which the MUNICIPALITY desires to install TRANSIT INFRASTRUCTURE, is adequate to protect the COUNTY's and the FTA's interest in the Project and to maintain continuing control over the TRANSIT INFRASTRUCTURE. The MUNICIPALITY shall have or obtain, and shall maintain the right to access and use the real property upon which the TRANSIT INFRASTRUCTURE is located and to grant to the COUNTY the rights, privileges, permit and license described in this Agreement.

22. **Installation:** The installation of any TRANSIT INFRASTRUCTURE funded, under this Agreement shall be completed and final invoices submitted to the COUNTY within eighteen (18) months from execution of this Agreement or such additional period permitted in writing by COUNTY's contract representative. The COUNTY shall have no obligation to the MUNICIPALITY or any other entity or person for any cost incurred thereafter. MUNICIPALITY shall not permit any third party contractor to lien or encumber, in any form or manner, any TRANSIT INFRASTRUCTURE installed under this Agreement, or any interest therein, in whole or in part, or the real property upon which a TRANSIT INFRASTRUCTURE is installed, or to otherwise impair or interfere with any rights or interests the MUNICIPALITY, COUNTY or the FTA has in any TRANSIT INFRASTRUCTURE or the sites upon which any is located.

23. **Invoicing:** Invoices shall be itemized in sufficient detail for pre-payment audit thereof, and shall be supported by copies of the corresponding paid contractor invoices and substantiate proof of payment and performance. The MUNICIPALITY shall certify that the expenditures for which each reimbursement is sought were proper, lawful, and made in accordance with the requirements of

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this Agreement, the Master Grant Agreement, Common Grant Rules and FTA Circular 4220.1F dated 11/01/2008 and Rev. 4/14/2009. The MUNICIPALITY shall supply any other documentation requested by the COUNTY. All invoices for reimbursement must contain the following:

- A. One copy of the structural plans for each TRANSIT INFRASTRUCTURE signed by a registered engineer licensed by the State of Florida. (This may be waived by COUNTY, if the shelter selected, as part of the TRANSIT INFRASTRUCTURE, is the COUNTY's standard shelter design).
- B. A project closeout summary supported by paid invoices, checks, or other documentation which is sufficient in form and detail to provide verification that the services and/or materials have been performed and/or received and paid for by the MUNICIPALITY, and any other documentation required by the Clerk & Comptroller of the COUNTY to enable her to perform her pre-audit functions. Any in-kind materials and/or labor, acceptable for reimbursement under this Agreement, which is included as part of the costs must be reasonably documented, including payroll documentation.
- C. Any right-of-way, easement (or other interest consented to by COUNTY) documentation including a site drawing with dimensions indicating the placement of the shelter in right-of way and any additional sidewalk area added as part of the installation, if different from the approved site plans.
- D. A copy of any permits issued as well as a copy of completed foundation and electrical inspections.

Invoices received from the MUNICIPALITY will be reviewed and, as appropriate, approved by the COUNTY's contract representative or his designee, indicating that the expenditures have been made in conformity with the requirements of this Agreement. Thereafter, they will be sent to COUNTY's Finance Department for final approval and payment. Invoices will normally be paid within sixty (60) days following approval.

24. **Repayment:** The MUNICIPALITY shall repay the COUNTY for all excess payments, disallowed costs, amounts recovered from third parties or other sources, and all unauthorized, impermissible, illegal or unlawful expenditures for which the MUNICIPALITY was reimbursed, including those discovered after the expiration or termination of this Agreement. Any funds to be repaid to COUNTY, the FTA or the Federal Government, plus any applicable interest, penalties or administrative charges, are to be repaid within ten (10) days of COUNTY's demand for repayment by delivering to COUNTY's contract representative a certified check for the total amount due and payable. Nothing contained herein shall act as a limitation of the COUNTY's or the FTA's or the Federal Government's right to be repaid, as a waiver of any rights the COUNTY, the FTA or the Federal Government had, have, or may have, or shall preclude the COUNTY, the FTA or the Federal Government from pursuing any other remedy, whether legal or equitable, under law or the Master Grant Agreement.

25. **Records, Audits and Reports:**

- A. The MUNICIPALITY shall maintain and shall require all of its contractors to maintain, in Palm Beach County, adequate records to justify all charges, expenses, and costs incurred for at least three (3) years after final payment by the COUNTY. Such records shall include all checks,

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payrolls, invoices, contracts, vouchers, orders or other accounting documents related to the Project and they shall be readily accessible and promptly made available to COUNTY, the FTA, Inspector General, or other officer or agent of the COUNTY or the Federal Government. Such records shall support all costs charged to the Project and describe in detail the nature and propriety of the charges. The MUNICIPALITY shall provide all reports, records and access to records in conformity with the requirements of Sections 7 and 8 of the Master Grant Agreement. Upon the request of COUNTY, the MUNICIPALITY will assist with any examination or audit of the Project which may be undertaken by the COUNTY, FTA, Inspector General or representative(s) of the Federal Government.

B. The MUNICIPALITY further agrees that it will provide all data, information, certifications, or reports requested by COUNTY, Palm Tran, FTA, or the Federal government. The MUNICIPALITY will cooperate and assist the COUNTY and Palm Tran, with the COUNTY's or Palm Tran's preparation of any certifications, records or reports and will furnish any certifications, documents or reports requested. In this regard, the MUNICIPALITY agrees that it will comply with all requirements of the FTA or Federal Government relating, in any manner, to the funds provided under this Agreement. As a subrecipient of FTA or ARRA Grant funds, the MUNICIPALITY agrees that it will submit all information, data and reports required for compliance with ARRA, and any other Federal law, rule, regulation, guidance or directive, to the COUNTY within five (5) days of the last day of each quarter in a calendar year. The ARRA reporting obligations which MUNICIPALITY must comply with are described in Part C of Exhibit C. Model forms to be used to fulfill the reporting requirements are identified as Exhibits 9 and 10 and attached to Exhibit C, Federal Certifications and Representations. MUNICIPALITY agrees that the Project will be carried out in conformity with all of the requirements and obligations described in Exhibits C and D. These requirements and obligations are hereby made applicable to the MUNICIPALITY, regardless of whether they are identified as obligations or duties of the MUNICIPALITY or Contractor, unless such requirement could not be performed by the MUNICIPALITY, and the MUNICIPALITY is relieved, in writing of such obligation by COUNTY.

C. MUNICIPALITY acknowledges that the Federal government and FTA continue to impose additional requirements upon the use of ARRA funds. MUNICIPALITY agrees to be bound by and to comply with all requirements relating, in any manner whatsoever, to its use of ARRA funds, whether identified in this Agreement or any of the exhibits attached hereto and whether such requirements have been promulgated at the time this Agreement is entered into by the parties.

26. **Independent Contractor and Indemnification:**

A. The MUNICIPALITY recognizes and agrees that it is an independent contractor, and not an agent or servant of the COUNTY or Palm Tran, Inc. MUNICIPALITY shall not represent that it is or hold itself out as an agent or volunteer of COUNTY or Palm Tran, Inc. and shall prohibit it third party contractors and subcontractors from representing or holding themselves out as an agent or volunteer of the COUNTY or Palm Tran, Inc.

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B. The MUNICIPALITY agrees, to the extent permitted by law, and not exceeding the limits set forth in 768.28, to indemnify, defend, save and hold harmless the COUNTY and Palm Tran, Inc., their respective officers, directors, employees, servants or agents from and against any and all claims, suits, actions, damages, liabilities, interest, attorney's fees, costs and expenses of any type whatsoever arising out of or relating to the acquisition, construction, installation, cleaning, repair, existence, usage or maintenance of the TRANSIT INFRASTRUCTURE(s) or any activity, service or item which is the responsibility of the MUNICIPALITY as such activity, service or item may be related to this Agreement. The MUNICIPALITY agrees to pay all costs, attorney's fees and expenses incurred by the COUNTY or Palm Tran, Inc., or their respective officers, employees, servants or agents in connection with such claims, liabilities or suits, except those which are incurred due to the negligence of the COUNTY as such negligence relates to the funds provided by COUNTY under this Agreement.

C. The parties to this Agreement shall not be deemed to assume any liability for the wrongful acts or omissions of the other party. Nothing contained in this Agreement shall act as a waiver of either party's sovereign immunity in excess of that waived by the State in Section 768.28, F.S.

27. **Nondiscrimination:** The MUNICIPALITY represents and warrants that it will not discriminate in its performance of this Agreement and that its employees and members of the public utilizing the Project will be treated equally and without regard to race, color, age, sex, national origin, ancestry, marital status, sexual orientation, gender identity & expression, handicap, disability, or religion and shall not be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out under this Agreement. The Recipient agrees to comply with all State and Federal laws, rules, and regulations prohibiting discrimination. The MUNICIPALITY acknowledges and affirms its agreement to comply with all Federal laws, rules, regulations and directives including but not limited to the civil rights laws, regulations, directives, guidances, and orders described in Section 12 of the Master Grant Agreement.

28. **Remedies:** This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Any and all legal action necessary to enforce the 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 other 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 shall preclude any other or further exercise thereof.~~

29. **Enforcement:** 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 party incurring such cost or expense.

30. **Notice of Accidents, Claims or Suit:** The MUNICIPALITY will promptly notify its insurer and the COUNTY of any accident, injury, claim, or related 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. Upon the request of COUNTY, the MUNICIPALITY will provide all information, in its or its contractors' possession, related to the accident, injury, claim, or lawsuit, including but not limited to the date, time, place, and circumstances, and the names and addresses of the people involved and the owners of property damaged. The

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MUNICIPALITY shall fully cooperate with the COUNTY and Palm Tran, Inc., and their respective officers, employees, servants or agents, in any investigation either may conduct and with the defense of any claim or suit in which either is named. The MUNICIPALITY shall do nothing to impair or invalidate any applicable insurance coverage.

- 31. **Default and Termination:** The parties expressly covenant and agree that a party's failure to comply with any of its obligations under this Agreement is a breach and event of default. The party not in default shall provide the defaulting party written notice of the default and ten (10) days to cure (or such lesser period as may be provided elsewhere in this Agreement) before declaring a default and exercising any of its rights. Nothing contained in this paragraph shall, however, preclude or prevent the COUNTY from exercising its right to remedy any deficiency, including but not limited to those described in paragraph 14 of this Agreement. COUNTY shall have the right to immediately remedy any such deficiency, with or without notice to MUNICIPALITY, and MUNICIPALITY shall be responsible for all costs incurred by COUNTY to correct the deficiency. COUNTY shall also have the right to terminate this Agreement for convenience when it is in the best interests of the County upon five (5) days notice to MUNICIPALITY. Should the COUNTY's terminate this Agreement for convenience, MUNICIPALITY's rights shall be limited to and no greater than those of its contractor(s) as described in number 13 of Part B of the Federal Certifications and Representations attached to this Agreement as Exhibit C.
- 32. **Entirety of Agreement:** This Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. Except as expressly permitted herein to the contrary, 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.
- 33. **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 interpretation, be construed more severely against one of the parties than the other.
- 34. **Captions:** The captions and section or paragraph designations set forth in this Agreement are for convenience only and shall have no substantive meaning.
- 35. **Notice:** All notices required to be given under this Agreement shall be addressed as follows and sent by U.S. mail, return receipt requested:

As to COUNTY

Palm Tran
Attn: Executive Director
3201 Electronics Way
West Palm Beach, Florida 33407

As to MUNICIPALITY

City of Delray Beach
Attn: City Engineer
434 S. Swinton Avenue
Delray Beach, FL 33444

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- 36. **Annual Appropriation:** The COUNTY's performance and obligation under this Agreement is contingent upon the award of Grant Amendment FL-96-X026-001, County's receipt of the ARRA Grant and Supplemental Grant funds and a budgetary appropriation by County's Board of County Commissioners for the purposes described in this Agreement. In addition, COUNTY shall not be obligated to perform and/or reimburse the MUNICIPALITY for any costs and expenses MUNICIPALITY has incurred if the FTA does not approve this Agreement, determines that the reimbursement sought is not an eligible or allowable Project cost, modifies or amends the Supplemental Grant or Master Grant Agreement so that such costs are not allowable, or terminates the ARRA Grant or Supplemental Grant. MUNICIPALITY expressly waives and releases the COUNTY from liability, of any kind or nature, as a result of the occurrence of any of the foregoing events. MUNICIPALITY affirms that its governing body intends to appropriate all funds received hereunder for the purposes of this Agreement.
- 37. **Third Party Beneficiaries:** This Agreement confers no rights on anyone other than the MUNICIPALITY, COUNTY, Palm Tran, the FTA, Inspector General or officers or agents of the State or Federal government, and is not otherwise intended to be a third party beneficiary agreement. Notwithstanding anything contained in this Agreement, no contractor, third party contractor or subcontractor, including but not limited to any disadvantaged business enterprise (DBE), utilized by MUNICIPALITY's third party contractor or subcontractors, shall be deemed to be in privity of contract with COUNTY or a third party beneficiary of COUNTY under this Agreement. No contractor or third party contractor, including any DBE, shall have the right to enforce any of COUNTY's obligations under this Agreement or under any law, rule, regulation, guidance, or directive of the State or Federal government, including but not limited to the DBE regulations at 49 CFR Part 26.
- 38. **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.
- 39. **Severability:** Should any section, paragraph, sentence, clause or provision hereof be held by a court of competent jurisdiction to be invalid, such holding shall not affect the remaining portions of this Agreement.
- 40. **Survivability:** Any provision of this Agreement which is a continuing nature or imposes an obligation which extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.

- 41. **Compliance with Laws:** The MUNICIPALITY shall abide by all applicable laws, orders, rules, and regulations of the MUNICIPALITY, COUNTY and State and Federal governments, and the MUNICIPALITY shall comply with all applicable governmental landscaping, building, development and permitting codes and/or requirements in the construction, installation, maintenance, cleaning, repair and replacement of the TRANSIT INFRASTRUCTURE(s).
- 42. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

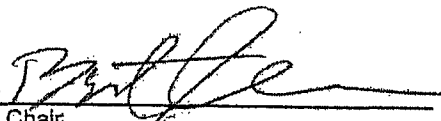
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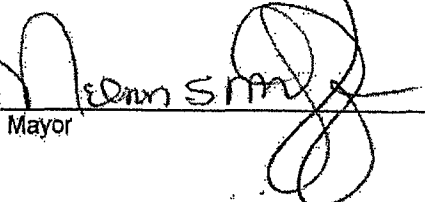
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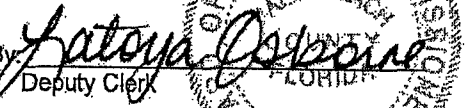
IN WITNESS WHERE OF, the parties have executed this Interlocal (Grant) Agreement and it is effective on the date first above written.

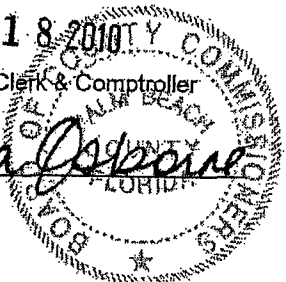
Palm Beach County, Florida, by its Board of County Commissioners

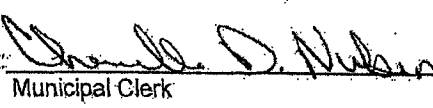
City of Delray Beach, Florida

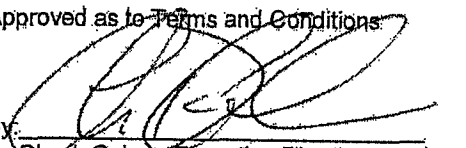
By: 
Chair
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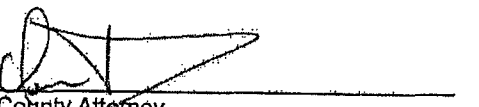
By: 
Mayor


Attest: MAY 18 2010
Sharon R. Block, Clerk & Comptroller
By: 
Deputy Clerk



Attest:
By: 
Municipal Clerk

Approved as to Terms and Conditions
By: 
Chuck Cohen, Executive Director
Palm Tran

Approved as to Form and Legal Sufficiency
By: 
County Attorney

Approved as to Form and Legal Sufficiency
By: 
City Attorney

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Exhibit "A"
to the
**Interlocal (Grant) Agreement for Funding of
Transit Capital Assistance
in the City of Delray Beach**

The following Enhancement of Transit Infrastructure will be constructed within the jurisdictional boundaries of the MUNICIPALITY and be funded, by this Interlocal Agreement.

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Exhibit "B"
to the
**Interlocal (Grant) Agreement for Funding of
Transit Capital Assistance
in the City of Delray Beach**

The attached MUNICIPAL APPLICATION FOR TRANSIT INFRASTRUCTURE FUNDING package contains the specifications required for the construction of transit shelters and infrastructure being funded under this Interlocal Agreement.

A completed application needs to be submitted for review and approval by Palm Tran's Senior Planner for each site within four (4) months from the effective date of this Agreement.

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Exhibit "C"
to the
**Interlocal (Grant) Agreement for Funding of
Transit Capital Assistance
in the City of Delray Beach**

The attached Federal and State contracting clauses are applicable to this contract and shall be included, as applicable, in any contracts entered into between the MUNICIPALITY and any contractor or supplier of materials or labor for the construction, installation and maintenance of bus shelters and any other transit infrastructure funded under this Interlocal Agreement. Such contracting clauses consist of Federal Transit Administration (FTA) provisions applicable to all projects financed by FTA, and special provisions applicable to all projects financed under ARRA.

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Exhibit "D"
to the
**Interlocal (Grant) Agreement for Funding of
Transit Capital Assistance
in the City of Delray Beach**

Exhibit D consists of the following documents:

1. The Master Grant Agreement (FTA MA(16) dated October 1, 2009).
2. FTA Circular 4220.1F dated November 1, 2008, Rev. April 14, 2009.
3. 49 CFR Part 18 or the "Common Grant Rules".



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Exhibit "A"
to the
**Interlocal (Grant) Agreement for Funding of
Transit Capital Assistance
in the City of Delray Beach**

The following Enhancement of Transit Infrastructure will be constructed within the jurisdictional boundaries of the MUNICIPALITY and be funded, by this Interlocal Agreement.

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PALM TRAN GRANT

PROPOSED BUS SHELTERS				
ARRA BUS SHELTERS				
Shelter #	Palm Tran Route	Bus Stop	Address / Intersection	Notes
1	Yes	709	Congress Ave @ Lowson Blvd	
2	Yes	1112	Military Trail @ Atlantic Ave.	Gramecy Square
3	Yes	7431	West Atlantic Ave @ Whatley Road	Colony Palms
4	Yes	7626	2605 West Atlantic Ave @ NW 24th Ave	Atlantic High School
5	Yes	704	210 S. Congress Ave @ Atlantic	Alta Congress / Congress Park Office Condo- Check
6	Yes	7618	NE 1st Street @ NE 2nd Ave. (PGW)	Astor - Pad instsllled
7	Yes	287	Northbound Federal Hwy @	Sourth of Knowles Park
8	Yes	7352	Old Germantown Rd @ San Bernadino Dr.	Pad instsllled
9	Yes	7351	Old Germantown Rd @ SW 36Th Ave.	Pad instsllled
10	Yes	7349	Old Germantown Rd @ Via Veronã	Pad instsllled
11	Yes	7428	SW 22nd Ave. @ Germantown	
12	Yes	7346	SW 22nd Ave. @ Germantown	Original Discretionary Grant
13	Yes	7409	SW 29th St @ Congress Ave	
14	Yes	7419	SW 29th St @ Congress Ave	
15	Yes	7362	SW 10th Ave	In front of Target
16	Yes		Linton Blvd @ Linton Squares Oaks	Pad instsllled
18	Yes	224	SR-5	Latitude Delray -
17	Yes	281	SR-5	South Delray Shopping Center
20	Yes	222	SR-5	Transportation Ln.
19	Yes	282	SR-5	Ave G
22	Yes	223	SR-5	Ed Morse Delray Toyota
21	Yes	283	SR-5	vacant Formerly Ralph Buick
24	Yes	224	SR-5	Sherwood Buick Pontiac GMC
23	Yes	284	SR-5	Delray Plaza
25	Yes	225	SR-5	South of Linton Blvd

RESOLUTION No. R- 2010-0799

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, DELEGATING TO THE EXECUTIVE DIRECTOR OF PALM TRAN, THROUGH THE COUNTY ADMINISTRATOR, AUTHORITY TO EXTEND THE COMPLETION DATE FOR THE INSTALLATION OF SHELTERS BY THE CITY OF DELRAY BEACH, FOR A PERIOD NOT TO EXCEED SIX MONTHS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Palm Beach County has entered into an Interlocal (Grant) Agreement with the City of Delray Beach Relating to Transit Infrastructure (also referred to herein as the "Grant Agreement") under which the County will reimburse the City for certain costs incurred by the City for the construction, placement and installation of County approved transit infrastructure, along certain Palm Tran bus routes located within the City's geographic boundaries; provided, that the City's expenditures are incurred in accordance with the requirements of the Grant Agreement, the Federal Transit Administration (FTA), and the American Recovery and Reinvestment Act (ARRA); and

WHEREAS, the Grant Agreement provides that the installation of the transit infrastructure is to be completed and final invoices submitted to the County for reimbursement within eighteen (18) months of the date of execution of the Grant Agreement; and

WHEREAS, the County and City are concerned that the City may not be able to fully complete the installation of the transit infrastructure and submittal of final invoices within the time period established by the parties in Section 22 of the Grant Agreement; and

WHEREAS, in accordance with Section 22 of the Grant Agreement, the County will empower the Executive Director of Palm Tran to authorize a one time extension of the installation and final invoices submittal date, for a period not to exceed six (6) months, upon the City's request for an extension.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

The Executive Director of Palm Tran, through the County Administrator, is hereby authorized to grant a one (1) time extension to the completion date for the installation of the transit infrastructure and the submittal of final invoices, for a period not to exceed six (6) months, as contemplated in Section 22 of the Grant Agreement. This grant of authority is limited to the matter set forth herein.

The foregoing resolution was offered by Commissioner Marcus, who moved its adoption. The motion was seconded by Vana, and upon being put to a vote, the vote was as follows:

Commissioner Burt Aaronson, Chair	___	Aye
Commissioner Karen T. Marcus, Vice Chair	___	Aye
Commissioner Jeff Koons	___	Aye
Commissioner Shelley Vana	___	Aye
Commissioner Steven L. Abrams	___	Aye
Commissioner Jess R. Santamaria	___	Aye
Commissioner Priscilla A. Taylor	___	Aye

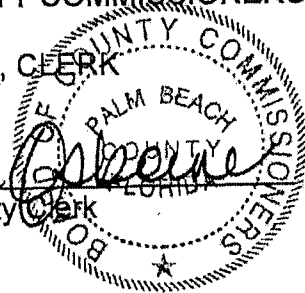
The Chairperson thereupon declared the Resolution duly passed and adopted this 18th day of May, 2010.

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

SHARON R. BOCK, CLERK

By: Katoya Osborne

Deputy Clerk



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]

County Attorney