

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:    December 17, 2013    [X]  Consent  [ ]  Regular
                                      [ ]  Ordinance [ ]  Public Hearing
Department:     Palm Tran
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) The First Amendment to the Funding Agreement (R2010-2039) between the City of Boca Raton and Palm Beach County in the amount of \$123,248 for the enhanced frequency of service on Route 94 through September 30, 2014; and
- B) Budget Amendment of \$123,248 in the Palm Tran Grant Fund to recognize the contribution from the City of Boca Raton; and
- C) Budget Amendment of \$123,248 in the Palm Tran Operating Fund to recognize the transfer from the Palm Tran Grant Fund and appropriate it to Route 94.

Summary: On December 7, 2010 the Board of County Commissioners approved a three (3) year Funding Agreement (R2010-2039) with the City of Boca Raton in the amount of \$492,993 that provided partial funding for increased bus frequency during peak hours on Route 94 between the Tri-Rail station and the FAU/PBSC campus via Federal Highway in Boca Raton. This First Amendment will extend that Funding Agreement through September 30, 2014. Countywide (DR)

Background and Justification: Since 2007 and pursuant to previous agreements with SFRTA (R2007-2302, R2009-0688), the City of Boca Raton and through the use of Job Access Reverse Commute (JARC) grant funding (R2010-1934), Palm Tran has been providing enhanced bus service between the Boca Raton Tri-Rail station and the FAU/PBSU campus in order to better meet the twenty (20) minute frequency of Tri-Rail's service.

Without these agreements, Palm Tran provides thirty (30) minute peak and sixty (60) minute off-peak service. The current Funding Agreement with the City of Boca Raton (R2010-2039) and this First Amendment allow Palm Tran to provide fifteen (15) minute frequency during the morning peak period and twenty (20) minute frequency for the remainder of the day.

Attachments:

- 1. First Amendment to Funding Agreement with the City of Boca Raton (2 copies)
- 2. Funding Agreement R-2010-2039
- 3. Budget Amendments (2)

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Recommended By: Chuck Colten FOR CHUCK COLTEN 12/11/13
                  Executive Director                       Date
Approved By: [Signature] 12/2/13
                  Assistant County Administrator           Date
  
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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Grant Expenditures					
Operating Costs	\$123,248				
External Revenues	\$(123,248)				
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$0				
# ADDITIONAL FTE POSITIONS (Cumulative)	0				

Is Item Included In Current Budget? Yes ___ No X

Budget Account No.: Fund 1341 Dep't. 542 Unit 5018 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:

Susan Nery 12/5/13
 OFMB #10 #114
 12/4

Dr. J. Jareta 12/10/13
 Contract Dev. and Control
 12-10-13 BW

B. Legal Sufficiency:

Donna Remy by SB 12/12/13
 Assistant County Attorney

C. Other Department Review:

 Department Director

FIRST AMENDMENT TO FUNDING AGREEMENT

Between

THE CITY OF BOCA RATON

And

BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA

For

THE FUNDING OF BUS SERVICE BETWEEN THE BOCA RATON TRI-RAIL STATION, THE FLORIDA ATLANTIC UNIVERSITY (FAU) AND PALM BEACH STATE COLLEGE (PBSC) CAMPUS, AND FEDERAL HIGHWAY

THIS FIRST AMENDMENT TO THE FUNDING AGREEMENT dated December 7, 2010 by and between the CITY OF BOCA RATON, a Florida municipal corporation, its successors and assignees, (hereinafter referred to as "**City**") and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "**Palm Beach County**"), is made and entered into this ___ day of _____, 2013 to commence effective January 9, 2014.

WITNESSETH:

WHEREAS, Palm Beach County is, pursuant to the Agreement with the City of Boca Raton providing enhanced bus service between the Boca Raton Tri-Rail Station, the Florida Atlantic University (FAU) campus and Palm Beach County State College (PBSC) campus through January 8, 2014; and

WHEREAS, the City and Palm Beach County entered into Funding Agreement R2010-2039, a copy of which is attached hereto, and made a part hereof for the purposes of continuing enhanced bus service between the Boca Raton Tri-Rail Station, the Florida Atlantic University (FAU) campus and Palm Beach State College (PBSC); and

WHEREAS, the City and Palm Beach County each desires to continue the enhanced bus service through the end of the current County fiscal year.

NOW, THEREFORE, in consideration of the terms and conditions, promises, covenants and payments hereinafter set forth, **City and Palm Beach County** agree as follows:

1. The statements set forth in the Preamble of this First Amendment are true and correct and made a part of this Agreement.
2. Parties agree that Article 2, Section 2.1 and Section 2.2 of the Agreement is amended to provide as follows:

ARTICLE 2 – TERM OF AGREEMENT, PAYMENT, ETC.

2.1 This amendment shall become effective as of January 9, 2014, and extend the term of the Agreement through September 30, 2014.

2.2 City agrees to contribute \$123,248 to fund the operations of the Bus Service contemplated hereunder from January 9, 2014 through September 30, 2014.

Payment of the above amount shall be made to **Palm Beach County** within ninety (90) days from the date of execution of this Amendment.

(Remainder of Page Intentionally Left Black)

IN WITNESS WHEREOF, the parties have made and executed this Agreement effective as of the date first set forth above..

ATTEST:

CITY of BOCA RATON, FLORIDA, a
Florida Municipal Corporation

Susan S. Sexta

By: Susan Whelsh

This 19th day of November, 2013

(CITY SEAL)

Approved as to form by:

[Signature]
City Attorney

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairperson

This ___ day of _____, 2013

Approved as to form
And Legal Sufficiency

County Attorney

Approved as to Terms and Conditions

[Signature]
Chuck Cohen, Executive Director, Palm Tran



Incorporated 1925

RESOLUTION

150-2013

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A RESOLUTION OF THE CITY OF BOCA RATON
AUTHORIZING THE MAYOR AND CITY CLERK TO
EXECUTE A FIRST AMENDMENT TO THE FUNDING
AGREEMENT WITH PALM BEACH COUNTY FOR THE
PURPOSE OF EXTENDING THE TERM FOR PROVIDING
FUNDING FOR THE CONTINUATION OF ENHANCED BUS
SERVICE ON PALM TRAN ROUTE 94; PROVIDING FOR
SEVERABILITY; PROVIDING FOR REPEALER; PROVIDING
AN EFFECTIVE DATE

WHEREAS, the City of Boca Raton desires to enter into a First Amendment to the
Funding Agreement with Palm Beach County for the purpose of extending the term for providing
funding for the continuation of enhanced bus service on Palm Tran Route 94; and

WHEREAS, such Agreement has been prepared and a copy thereof is attached
hereto; now therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA
RATON:

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Section 1. That the Mayor and City Clerk be authorized to execute the First Amendment to the Funding Agreement with Palm Beach County, a copy of which is attached hereto, together with such nonmaterial changes as may be acceptable to the City Manager.

Section 2. That expenditure in an amount not to exceed \$123,248 to provide funding from January 9, 2014 through September 30, 2014, under the Agreement is hereby authorized, subject to authorization of additional expenditures pursuant to the Procurement Code of the City of Boca Raton.

Section 3. If any section, subsection, clause or provision of this resolution is held invalid, the remainder shall not be affected by such invalidity.

Section 4. All resolutions or parts of resolutions in conflict herewith shall be and hereby are repealed.

Section 5. This resolution shall take effect 10 days after adoption.

PASSED AND ADOPTED by the City Council of the City of Boca Raton this 13th day of November 2013.

CITY OF BOCA RATON, FLORIDA

ATTEST:

Susan S. Saxton
Susan S. Saxton, City Clerk

Susan Whelchel
Susan Whelchel, Mayor

RA
R18857

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN WHELCHER	✓	✓	
DEPUTY MAYOR SUSAN HAYNIE	✓	✓	
COUNCIL MEMBER ANTHONY MAJHESS	✓	✓	
COUNCIL MEMBER MICHAEL MULLAUGH	✓	✓	
COUNCIL MEMBER CONSTANCE J. SCOTT	✓	✓	

R 2010-2039

FUNDING AGREEMENT

Between

THE CITY OF BOCA RATON

And

BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA

For

THE FUNDING OF BUS SERVICE BETWEEN THE BOCA RATON TRI-RAIL STATION, THE FLORIDA ATLANTIC UNIVERSITY (FAU) AND PALM BEACH STATE COLLEGE (PBSC) CAMPUS, AND FEDERAL HIGHWAY

THIS FUNDING AGREEMENT is made and entered into ^{DEC 07 2010} this 07 day of _____, to commence effective January 9, 2011, by and between the CITY OF BOCA RATON, a Florida municipal corporation, its successors and assignees, (hereinafter referred to as "City") and the BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida, (hereinafter referred to as "Palm Beach County").

WITNESSETH:

WHEREAS, Palm Beach County has, pursuant to previous agreements with the South Florida Regional Transportation Authority (SFRTA), been providing enhanced bus service between the Boca Raton Tri-Rail Station, the Florida Atlantic University (FAU) campus and Palm Beach County State College (PBSC) campus; and

WHEREAS, SFRTA has advised the parties that it will cease funding the enhanced service as of January 8, 2011; and

WHEREAS, the City and Palm Beach County each desires to continue the enhanced bus service for up to an additional three (3) years.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, City and Palm Beach County agree as follows:

ARTICLE 1 – SERVICES TO BE PROVIDED BY PALM BEACH COUNTY

1.1 **Scope of Services.** Palm Beach County, through its public transit system, Palm Tran, (referred to hereinafter as "Palm Tran") will continue to operate the increased service on Palm Tran Route 94, (which would otherwise be serviced by one (1) bus), by providing up to two (2) additional air conditioned, fully enclosed, ADA compliant and bike rack equipped buses (also referred to herein as the "Buses") that Palm Tran will operate weekdays on Route 94. Route 94 runs between the Tri-Rail Boca Raton Station on Yamato Road, the FAU Campus, the PBSC Campus and Federal Highway.

1.2 Hours of Operation. Palm Beach County will endeavor to operate the Buses on a twenty minutes all-day service frequency on weekdays between the hours of 6:30 a.m. in the morning and 10:00 p.m. in the evening, excluding mid-day service which may be provided on an hourly or less than hourly basis as determined appropriate by Palm Beach County. The increased bus service, which is anticipated to be approximately the equivalent of one and one third (1/3) buses for approximately 16.5 hrs of additional service per day, may be amended upon the agreement of both City and Palm Tran to accommodate changes in usage patterns, the SFRTA Tri-Rail train schedule and school or work hours. The route is to be designed so as to enable the Buses to make regularly scheduled stops at designated locations within the assigned route and provide sufficient time for riders to meet out-bound trains.

1.3 Bus Route. The Buses will provide public transportation fixed route services between the Boca Raton Tri-Rail Station, the FAU Campus, the PBSC Campus and Federal Highway (US 1) as outlined in the attached Exhibit "A" (also referred to herein as the "Service" or "Bus Service"). The bus route may be amended from time to time, at the discretion of Palm Beach County, with written notification to City. Alterations in service are to be implemented in accordance with Palm Tran's policy regarding changes to service. If a public hearing is required to implement a service alteration or change in fare, then such may not be implemented until Palm Tran's Service Board or Palm Beach County's Board of County Commissioners, as appropriate, has concluded its public hearing process and approved the change.

1.4 Fares. The applicable Palm Tran Fares or transfers will apply; except that on route 94 only, FAU and PBSC students and employees presenting valid school I.D.s will not be charged.

1.5 Equipment Identification. The Buses will be identified as Palm Tran Route 94.

1.6 Signage. Palm Tran shall provide signage for each bus stop designating the stop as one on Palm Tran Route 94. Bus stops shall be identified and announced in accordance with Palm Tran's procedures for bus stop announcements.

1.7 Bus Stop locations may be changed, added or deleted by Palm Tran after consultation with the CITY.

1.8 If Palm Tran determines that it is necessary to remove a bus from the Service contemplated hereunder as a result of an incident or mechanical problem, Palm Tran will make a spare bus available from its fleet of public transit vehicles. Palm Tran will maintain a spare ratio that conforms to the Federal Transit Administration's (FTA) requirements applicable to it as an operator of a fixed route public transit system.

ARTICLE 2 – TERM OF AGREEMENT, PAYMENT, ETC.

2.1 This Agreement shall become effective as of January 9, 2011, upon execution by the parties. The term of this Agreement shall be for three (3) years from the effective date.

2.2 City agrees to contribute \$164,331 to fund the operations of the Bus Service contemplated hereunder for the initial year of this agreement, \$164,331 during the second year and \$164,331 during the third year.

Payment of the annual amount for the initial year shall be made to Palm Beach County within ninety (90) days from the date of execution of this agreement by both parties, and thereafter, on January 2 of each subsequent year, without invoice or other action by Palm Beach County.

2.3 The parties acknowledge that City's and Palm Beach County's obligations hereunder for the continuation of the Bus Service described in this Agreement, beyond the initial one (1) year term, is not assured. Anticipated sources of funding are as set forth in Exhibit B attached hereto and the obligations are subject to continued receipt of the FTA JARC grant funds and the City and the County appropriating sufficient funds. The continuation of this Agreement and each party's performance of its duties and obligations hereunder are subject to an annual appropriation by each party sufficient to fund the purposes of this Agreement. Each party's decision to appropriate is subject to their discretion and may be made for any reason or no reason at all.

2.4 No Waiver of Sovereign Immunity and No Obligation to Third Parties. Nothing contained in this Agreement shall be construed as a waiver of either party's sovereign immunity as set forth in Section 768.28, F.S. Moreover, this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the City or Palm Beach County. Nothing contained herein shall be deemed to constitute an imposition or acceptance of any obligation or liability, by either party, not otherwise imposed by the express and unequivocal language of this Agreement.

2.5 How Agreement Is Affected by Provisions Being Held Invalid. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance the remainder would continue and be conformed to the terms and requirements of applicable law; provided, however, that if City's funding obligation or any other provision of this Agreement is found to be invalid which would cause there to be a lack of mutuality of obligation or remedy, then this Agreement shall terminate. Nothing contained herein shall cause City to be relieved of its obligation to compensate Palm Beach County for services rendered.

ARTICLE 3 – PROJECT COORDINATION AND RESPONSIBILITIES

3.1 Palm Beach County shall be responsible for the delivery and coordination of the Bus Service contemplated hereunder.

3.2 City's project Manager for this Agreement shall be the City's Municipal Service Director. Palm Beach County's Project Manager shall be Palm Tran's Executive Director or his designee.

3.3 Palm Beach County shall work with and coordinate its efforts with the City of Boca Raton Transportation Management Initiative (TMI) to publicize and promote the Service. Palm

Beach County efforts will include the development and distribution of marketing materials and promotional activities.

ARTICLE 4 – INSURANCE

4.1 Without waiving the right to sovereign immunity as provided by Section 768.28, Florida Statutes, Palm Beach County acknowledges that it is self-insured for General Liability and Automobile Liability under Florida's sovereign immunity statute with monetary waiver limits of \$100,000 Per Person and \$200,000 Per Occurrence, or such limits that may change and be established by the Florida Legislature.

4.1.1 Worker's Compensation Insurance is to apply to all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. Palm Beach County acknowledges that it is self-insured for Worker's Compensation & Employer's Liability insurance in accordance with Chapter 440, Florida Statutes.

4.1.2 When requested, Palm Beach County agrees to provide a Certificate of Insurance evidencing self-insurance and/or sovereign immunity status, which City agrees to recognize as acceptable for the above-mentioned coverages.

ARTICLE 5 - TERMINATION

5.1 If through any cause within the reasonable control of Palm Beach County, Palm Beach County shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, City may thereupon give written notice to Palm Beach County of such default and specify what actions must be taken to cure said default and avoid termination hereunder. Palm Beach County shall have forty-five (45) days to cure said default or such additional period authorized by City. In the event that Palm Beach County shall not have cured said default to the satisfaction of City by such deadline, then this Agreement may be terminated by City upon notice of termination to Palm Beach County.

5.2 If through any cause within the reasonable control of City, City shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements, or stipulations which are material to this Agreement, Palm Beach County may thereupon give written notice to City of such default and specify what actions must be taken to cure said default and avoid termination hereunder. City shall have forty-five (45) days to cure or additional period authorized by Palm Beach County. In the event that City shall not have cured said default by such deadline, then this Agreement may be terminated by Palm Beach County upon notice of termination to City.

5.3 Termination for Convenience. Either party may terminate this Agreement, in whole or in part, for convenience, at any time, by giving forty-five (45) days written notice to the other of its intent to terminate for convenience.

5.4 In the event this Agreement is terminated, in whole or in part, by either party for any reason other than default by the County, the City shall reimburse Palm Beach County, on a prorated basis, for the direct and indirect costs arising out of or related to the termination, including but not limited to labor and personnel costs that will be incurred by Palm Tran, for a period not to exceed four (4) months. Any remaining funds prepaid by the City will promptly be refunded by Palm Beach County.

ARTICLE 6 – CHANGES AND MODIFICATIONS

6.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are cancelled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understandings between the parties.

6.2 Modifications to this Agreement must be made in the form of a written amendment signed by City and Palm Beach County.

ARTICLE 7 - NOTICES

7.1 Whenever either party desires to give notice to the other, it must be given by written notice, sent by certified U.S. mail, with return receipt requested, or other commonly accepted document carrier, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

For PALM BEACH COUNTY: For CITY:

Chuck Cohen
Executive Director
Palm Tran
3201 Electronics Way
West Palm Beach, FL 33407

Attn: Robert J. Di Christopher P.E.
Municipal Services Director – City of Boca Raton
201 W. Palmetto Park Rd.
Boca Raton, FL 33432

ARTICLE 8 – LAWS AND VENUE

8.1 Office of Inspector General. Palm Beach County has established the Office of the Inspector General pursuant to Ordinance No. 2009-049, as it may be amended. The Inspector General (IG) is authorized and empowered to review past, present and proposed Palm Beach County contracts, accounts and records. Ordinance No. 2009-049 requires parties contracting with Palm Beach County to fully cooperate with the IG. The IG has the power to subpoena witnesses, administer oaths and require the production of records, and to audit, investigate, monitor, and inspect the activities of the parties, their officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption, waste and fraud.

Pursuant to Section 125.69 F.S., a violation of Ordinance No. 2009-049 is punishable in the same manner as a second degree misdemeanor.

8.2 **Non-Discrimination.** **Palm Beach County** and the **City** agree that no person shall on the grounds of race, color, sex, age, 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 related to the performance of this Agreement.

8.3 **Venue.** This Agreement shall be construed and interpreted according to the laws of the State of Florida and venue with respect to any litigation shall be Palm Beach County, Florida, whether in state or federal court. The parties agree that each will submit to the jurisdiction of the Florida state or federal court in any action or proceeding arising out of or related to this Agreement and agree that all claims in respect to such action or proceeding may be heard and determined in Palm Beach County, Florida, the venue situs.

ARTICLE 9 – EXCUSABLE DELAYS

9.1 In the event the performance by **Palm Beach County** of any of its obligations or undertakings hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be an act of God, common enemy or the result of war, labor unrest or dispute, riot, civil commotion or sovereign conduct, or any other act or event which **Palm Beach County** reasonably determines will interfere with its ability to perform, **Palm Beach County** shall be excused from performance for such period of time as is reasonably necessary after the occurrence to remedy the effects thereof.

ARTICLE 10 – SUCCESSORS AND ASSIGNS

10.1 Subject to other provisions hereof, this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

ARTICLE 11 – JOINT PREPARATION

11.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not be construed more severely against one of the parties than the other.

ARTICLE 12 – CAPTIONS

12.1 The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

ARTICLE 13- NOTICE OF COMPLAINTS

13.1 The City will promptly notify **Palm Beach County** 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.

ARTICLE 14 – ENFORCEMENT COSTS

14.1 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.

ARTICLE 15 – NO AGENCY RELATIONSHIP

15.1 Nothing contained herein shall create an agency relationship between the City and Palm Beach County or the City and Palm Tran, Inc.

ARTICLE 16 – NO WAIVER

16.1 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.

ARTICLE 17 – ENTIRETY OF AGREEMENT

17.1 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.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have made and executed this Agreement effective as of the date first set forth above..

ATTEST:

CITY of BOCA RATON, FLORIDA, a
Florida Municipal Corporation

Susan S. Sayre

By: Susan S. Sayre

This 30th day of November, 2010

(CITY SEAL)

Approved as to form by:

Qui Hamilton
City Attorney


R2010:2039

ATTEST:

Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY FLORIDA by its
BOARD OF COUNTY COMMISSIONERS

By: Nancy Powell
Deputy Clerk



By: Karen T. Marcus
Chair

This 7 day of DEC 07, 2010

Approved as to form
And Legal Sufficiency

[Signature]
County Attorney, *Subject to note regarding mislabeling of exhibits*

Approved as to Terms and Conditions

[Signature]
Charles Cohen, Executive Director, Palm Tran

EXHIBIT A
 PG 1 OF 2

Revision Date: 10/06/08

Route 94 Weekday Ruta 94 Semana Rout 94 Lasemén

NORTHBOUND NORTE / NÔ

	③ FAU	④ US 1 & NE 20th St.	⑤ Glades Rd. at Bus Bay	③ FAU	② PBCC	① Boca Raton Tri-Rail
	855	701	704	710	714	720
	715	721	724	730	734	740
A.M.	815	821	824	830	834	840
	835	841	844	850	854	900
	935	941	944	950	954	1000
	955	1001	1004	1010	1014	1020
	1155	1201	1204	1210	1214	1220
	1235	1241	1244	1250	1254	100
	155	201	204	210	214	220
	215	221	224	230	234	240
	315	321	324	330	334	340
	335	341	344	350	354	400
P.M.	435	441	444	450	454	500
	455	501	504	510	514	520
	555	601	604	610	614	620
	615	621	624	630	634	640
	715	721	724	730	734	740
	735	741	744	750	754	800
	835	841	844	850	854	900

EXHIBIT A
PG 2 OF 2

Revision Date: 9/28/08

Route 94 Weekday Ruta 94 Semana Rout 94 Lasemèn

SOUTHBOUND SUR / SID

	①	②	③
	Boca Raton Tri-Rail	PBCC	FAU
A.M.	845	851	855
	705	711	715
	805	811	815
	825	831	835
	925	931	935
	945	951	955
	1145	1151	1155
	1225	1231	1235
	146	151	155
	205	211	215
	305	311	315
	325	331	335
	425	431	435
	445	451	455
545	551	555	
605	611	615	
705	711	715	
725	731	735	
825	831	835	

P.M.

EXHIBIT B

Route 94
 Route 94 route and schedule has been improved to
 make better connections with Tri-Rail and FAU

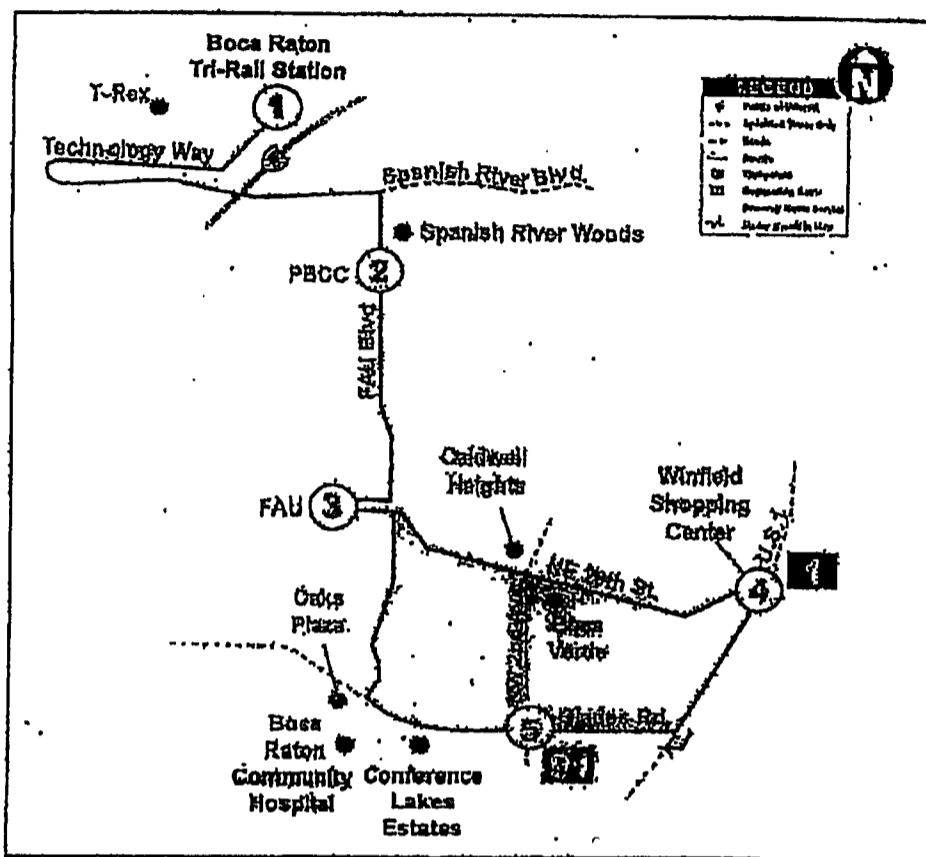


EXHIBIT C

	Year 1	Year 2	Year 3	Total
FTA JARC Grant	\$ 170,000	\$ 170,000	\$ 170,000	\$ 510,000
Matching Funds from Palm Tran	\$ 164,331	\$ 164,331	\$ 164,331	\$ 492,993
Matching Funds from Boca Raton	\$ 164,331	\$ 164,331	\$ 164,331	\$ 492,993
Total	\$ 498,662	\$ 498,662	\$ 498,662	\$ 1,495,986

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET AMENDMENT**

BGRV 540 112513*133
BGEX 540 112513*408

FUND 1341 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 10/25/2013	REMAINING BALANCE
REVENUE								
<u>Mass Trans Grants - FTA JARC SFRTA FL-37-X052</u>								
542 5018 6994	Municipal Participation Prot	41,083	41,083	123,248	0	164,331		
	Total Receipts & Balances	48,456,628	48,456,628	123,248	0	48,579,876		
EXPENDITURES								
<u>Non Oper Expenditures - FTA JARC SFRTA FL-37-X052</u>								
820 5018 9063	Transfer to Operating Fund 1340	0	0	123,248	0	123,248	0	123,248
	Total Appropriations & Expenditures	48,456,628	48,456,628	123,248	0	48,579,876		

PALM TRAN
Initiating Department/Division
Administration/Budget Department Approval
OFMB Department - Posted

AMU 11/25/13
SM 11/25
AM 11/26/13

Signatures **Date**

Clay D 2 12/1/13

By Board of County Commissioners
At Meeting of December 17, 2013

Deputy Clerk to the
Board of County Commissioners

ATTACHMENT 3
Page 1 of 6

View All 1 of 1 | Document validated successfully

PBC Revenue Budget Document(BGRV) Dept: 540 ID: 11251300000000000133 Ver.: 1 Function: New Phase: Draft



Modified by jvolls , 11/25/2013

Revenue Budget		Total Lines: 1						
Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease	Event Type	
2014	1341	542	5018	6994	\$123,248.00	Increase	BG25	
From 1 to 1 Total: 1								

Action: Modify	Budget FY: 2014
Event Type: BG25	Fiscal Year: 2014
Name:	Period: 2
Start Date:	Fund: 1341
End Date:	Department: 542
Dollar Amount: \$123,248.00	Unit: 5018
Increase/Decrease: Increase	Revenue: 6994
	Municipal Participallon Prot
	Contact:
	Contact Name:
	Description: JARC-Boca Amendment
	House Bill Number:

View All 1 of 1 | ● Future Accounting Period is not allowed for Document Code (A1474)

PBC Expense Budget Document(BGEX) Dept: 540 ID: 1125130000000000408 Ver.: 1 Function: New Phase: Draft Modified by jvolls , 11/25/2013

Expense Budget		Total Lines: 1							
Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease	Event Type	
2014	1341	820	8205018NA	5018	9063	\$123,248.00	Increase	BG03	 
From 1 to 1 Total: 1									

Expense Budget

Action: New	Budget FY: 2014
Event Type: BG03	Fiscal Year: 2014
Name: [Empty]	Period: 3
Start Date: [Empty]	Fund: 1341
End Date: [Empty]	Department: 820
Dollar Amount: \$123,248.00	Appr Unit: 8205018NA
Increase/Decrease: Increase	Unit: 5018
	Object: 9063
	Tr To Palm Tran Operations Fd 1340
	Contact: [Empty]
	Contact Name: [Empty]
	Description: JARC-Boca Amendment
	House Bill Number: [Empty]

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET AMENDMENT**

BGRV 540 112513*134
BGEX 540 112513*409

FUND 1340 Transportation Authority

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPEND/ENC 10/25/2013	REMAINING BALANCE
REVENUE								
<u>Non Departmental Revenue</u>								
800 5018 8064	Transfer from Grant Fund 1341	0	0	123,248	0	123,248		
	Total Receipts & Balances	<u>73,978,900</u>	<u>73,978,900</u>	<u>123,248</u>	<u>0</u>	<u>74,102,148</u>		
EXPENDITURES								
<u>Palm Tran Operations</u>								
540 5140 5214	Diesel	8,820,436	8,820,436	123,248	0	8,943,684	0	8,943,684
	Total Appropriations & Expenditures	<u>73,978,900</u>	<u>73,978,900</u>	<u>123,248</u>	<u>0</u>	<u>74,102,148</u>		

PALM TRAN

Initiating Department/Division
Administration/Budget Department Approval
OFMB Department - Posted

Jan 11/25/13
[Signature]
12/26/13

Signatures

Date

[Signature] 12/11/13

By Board of County Commissioners
At Meeting of December 17, 2013.

Deputy Clerk to the
Board of County Commissioners

View All 1 of 1 | Future Accounting Period is not allowed for Document Code (A1474)

PBC Revenue Budget Document(BGRV) Dept: 540 ID: 1125130000000000134 Ver.: 1 Function: New Phase: Draft



Modified by smcintyr . 11/25/2013

Revenue Budget		Total Lines: 1						
Budget FY	Fund	Department	Unit	Revenue	Dollar Amount	Increase/Decrease	Event Type	
2014	1340	800	5018	8084	\$123,248.00	Increase	BG25	
From 1 to 1 Total: 1								

Action: New	Budget FY: 2014
Event Type: BG25	Fiscal Year: 2014
Name: 	Period: 9
Start Date: 	Fund: 1340
End Date: 	Department: 800
Dollar Amount: \$123,248.00	Unit: 5018
Increase/Decrease: Increase	Revenue: 8084
	Tr Fr Palm Tran Grants Fd 1341
	Contact:
	Contact Name:
	Description: JARC-Boca Amendment
	House Bill Number:

View All 1 of 1 | Future Accounting Period is not allowed for Document Code (A1474)

PBC Expense Budget Document(BGEX) Dept: 540 ID: 1125130000000000409 Ver.: 1 Function: New Phase: Draft Modified by jvolls , 11/25/2013

Expense Budget		Total Lines: 1								
Budget FY	Fund	Department	Appr Unit	Unit	Object	Dollar Amount	Increase/Decrease	Event Type		
2014	1340	540	54051400A	5140	5214	\$123,248.00	Increase	BG03	 	
From 1 to 1 Total: 1										

Expense Budget

Action: Modify <input type="button" value="v"/>	Budget FY: 2014
Event Type: BG03	Fiscal Year: 2014
Name: <input type="text"/>	Period: 3
Start Date: <input type="text"/>	Fund: 1340
End Date: <input type="text"/>	Department: 540
Dollar Amount: \$123,248.00	Appr Unit: 54051400A
Increase/Decrease: Increase <input type="button" value="v"/>	Unit: 5140
	Object: 5214 Diesel Fuel *Sob
	Contact: <input type="text"/>
	Contact Name: <input type="text"/>
	Description: JARC-Boca Amendment <input type="text"/>
	House Bill Number: <input type="text"/>