

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 21, 2014 [ X ] Consent [ ] Regular  
[ ] Ordinance [ ] Public Hearing  
Department: Palm Tran  
=====

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: an Interlocal Agreement with the Village of Wellington for paratransit transportation in the amount of \$93,200 through September 30, 2015.

**Summary:** On November 20, 2012, the Board of County Commissioners (BCC) approved an Agreement (R2012-1750) with the Village of Wellington extending a partnership that has been in place since 2003 to provide paratransit services to residents who are outside of the ADA core service area. The original partnership (R2003-2073) was formed after the County redefined the ADA core service area to exclude Wellington. This new Agreement is retroactive to October 1, 2013 and expires September 30, 2015. Of this amount, \$40,000 is for FY 2014 and \$53,200 is for FY 2015. The FY 2015 payment of \$53,200 for the service represents a 33% increase over the FY 2014 amount of \$40,000. This percentage increase is in line with the Palm Tran fare increases approved by the BCC in FY 2014. District 6 (DR)

**Background and Justification:** The County, for reasons of efficiency and economies of service, redefined the ADA core service area in FY 2003, eliminating a portion of the ADA core area in the Village of Wellington. In response to the redefinition of the ADA core area, the Village requested that the County provide, on the Village's behalf, paratransit services for those citizens who are ADA paratransit eligible but whose trips are not within the core area eligible for the County's ADA paratransit services. The County has provided such services to the Village of Wellington since 2003 and the Village has agreed to participate in funding the costs associated with providing this service to Village residents.

**Attachment:**

- 1. Interlocal Agreement – executed on behalf of the Village of Wellington (3 originals)

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Recommended By: Charm D. Fuzio 10/16/14  
Assistant Director Date

Approved By: Patty Smith for Shanna Leducque 10/20/14  
Assistant County Administrator Date

**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs	\$250,000				
External Revenues	(\$53,200)				
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$196,800</b>				
No. ADDITIONAL FTE POSITIONS (Cumulative)	0				

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

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
The revenue for FY 2014 was included in the FY 2014 Budget.

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

**III. REVIEW COMMENTS**

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

[Signature] 10/10/2014  
OFMB

[Signature] 10-16-14  
Contract Dev. and Control  
Bohneke

**B. Legal Sufficiency:**

[Signature] 10/20/14  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

**NOW, THEREFORE**, in consideration of the mutual representations, terms and covenants hereafter set forth, the parties hereby agree as follows:

Section 1. **Preamble:** The parties acknowledge that the statements set forth in the Preamble to this Agreement are true and correct and incorporated into and make a part of this Agreement.

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

Section 3. **Representative and Contract Monitor:** The County's representative and contract monitor during the term of this Agreement shall be Palm Tran's Director of Paratransit Programs whose telephone number is 561-649-9848. Village's representative and contract monitor during the term of this Agreement shall be its Village Manager whose telephone number is 561-791-4000.

Section 4. **Effective Date and Term:** This Agreement shall relate back and take effect as of October 1, 2013 and continue through September 30, 2015, and shall cover services provided during said period.

Section 5. **Provision of Services:** The County agrees to provide paratransit services (*i.e.*, management, scheduling and transportation services) to Village's ADA paratransit certified residents whose trips are not eligible for County's ADA paratransit service as described in the Preamble to this Agreement, and Village agrees to compensate County for County's costs associated with the delivery of such Services. Services, including scheduling and transportation, shall be provided to Village's residents in the same manner and utilizing the same methods and contractors used by County to provide its ADA complementary paratransit services. Village



## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital	_____	_____	_____	_____	_____
Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$250,000	_____	_____	_____	_____
External Revenues	(\$53,200)	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<b>\$196,800</b>	_____	_____	_____	_____
No. ADDITIONAL FTE POSITIONS (Cumulative)	0	_____	_____	_____	_____

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

B. Recommended Sources of Funds/Summary of Fiscal Impact:  
 The revenue for FY 2014 was included in the FY 2014 Budget.

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

## III. REVIEW COMMENTS

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

[Signature]  
 10/9/14  
 OFMB

[Signature]  
 10-16-14  
 Contract Dev. and Control  
 Biohealy

B. Legal Sufficiency:

[Signature]  
 10/20/14  
 Assistant County Attorney

C. Other Department Review:

\_\_\_\_\_  
 Department Director

agrees that the County's policies, rules and regulations relating to the provision of services to County's paratransit customers will apply to Village's residents receiving paratransit services under this Agreement. Village's residents shall abide by and be subject to County's rules, regulations and policies pertaining to eligibility determinations, reservations and scheduling of trips, payment of fares, and policies regulating the conduct of its riders. Village's residents utilizing the services described in this Agreement shall be charged the same fare charged to paratransit eligible individuals utilizing the County's complementary paratransit system.

County will determine the eligibility of Village's residents for services under this Agreement, at no additional cost to Village, utilizing the same process used by County to determine and certify the eligibility of individuals for its complementary ADA paratransit system. Village understands and agrees, however, that County's process to consider denials of service based on misconduct and trip coverage will be limited solely to users of County's complementary paratransit system. County reserves the right to refuse service to any rider based on the misconduct of the rider, a violation of any rule or requirement of County governing the service, including but not limited to a refusal to pay the fare.

**Section 6. Payment:** Village shall remit to the County the sum of forty thousand dollars (\$40,000) for the period October 1, 2013 through September 30, 2014 and the sum of fifty-three thousand two hundred dollars (\$53,200) for the period October 1 through September 30, 2015 to compensate County for County's costs associated with the provision of services under this Agreement. The parties acknowledge that the approximate per trip cost of the trips to be provided during the term of this Agreement will be equal to or greater than twenty-six dollars (\$26.00).

**Section 7. Invoicing and Reimbursement:** The County will invoice the Village annually for the services to be rendered during the term of this Agreement. The invoice shall include a reference to this Agreement and identify the amount due and payable by Village to the County.

The invoice received from the County will be reviewed and approved by the Village's contract monitor or his designee who will indicate that the expenditure is in conformity with the requirements of this Agreement. The invoice will be paid within thirty (30) days of its receipt from the County. Nothing contained in this Agreement shall act as a limitation of the County's right to

be paid, as a waiver of any rights of the County's, or preclude the County from pursuing any other remedy which may be available to it under law or equity.

Section 8. **Coordination:** The County currently functions as the Community Transportation Coordinator (CTC) for Palm Beach County and in such capacity coordinates the delivery of transportation disadvantaged services to the transportation disadvantaged. As long as the County serves as the CTC, the services provided under this Agreement will be purchased from and arranged by County at the rates established by County for the delivery of transportation disadvantaged services, including complementary ADA paratransit services.

Section 9. **Reporting:** County shall provide reports to the Village identifying the passengers served and such other information agreed to by the parties' contract monitors.

Section 10. **Access and Audits:** The County will maintain adequate records to justify its charge for the services provided for at least three (3) years after its completion or such lesser period of time required by County's records custodian for maintenance of public records. The Village may have access to County's non-confidential or non-exempt books, records, and documents pertaining to this Agreement for the purpose of inspection or audit during normal business hours.

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

shall include this provision in all subcontracts and other agreements related, in any manner, to this Agreement.

Section 11. **Liability:** The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party, or their respective officers, employees, servants or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in 768.28, Florida Statutes.

Section 12. **Notice of Complaints or Suits:** Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party or Palm Tran, Inc., or their respective officers, directors, employees, servants or agents is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

Section 13. **Annual Appropriation:** Each party's performance and obligation under this Agreement is contingent upon an annual budgetary appropriation by its respective governing body for the purposes hereunder. However, this provision shall not be construed to relieve the Village from its obligation to pay the County for any services rendered prior to County's receipt of notice from the Village of the Village's intent not to fund the Agreement. Village affirms that it has appropriated the funds identified in Section 6 of this Agreement for each year of this Agreement. Notice shall be furnished to the County at least thirty (30) days in advance of the date established by the Village for cessation of services and its funding obligation.

Section 14. **Breach and Opportunity to Cure:** The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before terminating this Agreement. Moreover, should the County or Village decide to discontinue the services provided for under this Agreement, each party may terminate the Agreement for its convenience and will notify the other of its intent to terminate the Agreement at least sixty (60) days prior to the termination date. Each party acknowledges that the provision of sixty (60) days notice constitutes adequate consideration for the right to terminate without cause and for convenience, County shall be paid for all services rendered prior to the termination date. No



liability shall accrue to County as a result of a decision by it or the Village to discontinue the services provided hereunder.

Section 15. **Enforcement Costs:** All costs and expenses, including but not limited to reasonable attorney's fees associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

Section 16. **No Agency Relationship and No Intended Third Party Beneficiaries:** Nothing contained herein shall create an agency relationship between Village and County or Village and Palm Tran, Inc. In addition, this Agreement is not intended to be a third party beneficiary contract and creates no right in anyone other than the Village, County and Palm Tran, Inc.

Section 17. **Notice:** All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

As to the County:

Director  
Palm Tran CONNECTION  
50 South Military Trail  
  
West Palm Beach, FL 33415

As to the Village:

Village Manager  
Village of Wellington  
-Suite 101 14000 Greenbriar  
Blvd.  
Wellington, FL 33414

Either party may change its address upon notice to the other.

Section 18. **Modification and Amendment:** Except as expressly permitted herein, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 19. **Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in

equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

Section 20. **No Waiver:** No waiver of any provision(s) of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

Section 21. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

Section 22. **Equal Opportunity:** The County and Village agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic data be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 23. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 24. **Severability:** In the event that any section, paragraph, sentence, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 25. **Entirety of Agreement:** This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreements, either written or oral, relating to this Agreement.

Section 26. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

**(Remainder of Page Intentionally Left Blank)**

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

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

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

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chair

ATTEST:  
by its

VILLAGE OF WELLINGTON  
VILLAGE COUNCIL

By: Awilda Rodriguez  
Awilda Rodriguez, Village Clerk

By: Bob Mangels  
Mayor

Approved as to Form and  
Legal Sufficiency

Jessie Cohen  
Village's Attorney

Approved as to Form  
and Legal Sufficiency

\_\_\_\_\_  
County Attorney

Approved as to Terms  
and Conditions

Charles Frazier  
Charles Frazier, Assistant Director  
Palm Tran

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**RESOLUTION NO. R2014-59**

**A RESOLUTION OF WELLINGTON, FLORIDA'S COUNCIL  
APPROVING AND AUTHORIZING THE MAYOR AND  
CLERK TO EXECUTE AN INTERLOCAL AGREEMENT  
WITH PALM BEACH COUNTY TO PROVIDE  
TRANSPORTATION SERVICES FROM OCTOBER 1, 2013  
THROUGH SEPTEMBER 30, 2015; AND PROVIDING AN  
EFFECTIVE DATE.**

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

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

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

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

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

**SECTION 1.** The foregoing recitals are hereby affirmed and ratified as being true and correct and adopted as if fully set forth herein.

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

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

**PASSED AND ADOPTED** this 14<sup>th</sup> day of October, 2014.

**ATTEST:**

**WELLINGTON**

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By: Awilda Rodriguez  
Awilda Rodriguez, Wellington Clerk

By: Bob Margolis  
Bob Margolis, Mayor

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Laurie Cohen  
Laurie Cohen, Attorney for Wellington