

Meeting Date: September 22, 2015      ☒ Consent      ☐ Regular  
    ☐ Ordinance      ☐ Public Hearing

Department: Palm Tran

Date \_\_\_\_\_

## **II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2016	2017	2018	2019	2020
Capital					
Expenditures					
Operating Costs	\$309,000	\$309,000			
External Revenues	(\$54,796)	(\$56,439.88)			
Program Income (County)					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>\$254,204</b>	<b>\$252,560.12</b>			
<b>No. ADDITIONAL FTE POSITIONS (Cumulative)</b>	<b>0</b>				

Is Item Included In Proposed Budget? Yes X No         
Budget Account No.: Fund 1340 Dep't. 540 Unit 5003  
Rsrc 4490 Reporting Category                     

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**  
The revenue for FY 2016 was included in the FY 2016 Budget.

C. Departmental Fiscal Review: Kristeena Pinto  
Kristeena Pinto, Interim Finance Manager

### III. REVIEW COMMENTS

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

9/11  
KJ  
all  
OFMB

*[Signature]* 9/17/15  
Contract Dev. and Control

**B. Legal Sufficiency:**

  
Assistant County Attorney

**C. Other Department Review:**

**Department Director**

**INTERLOCAL AGREEMENT FOR  
TRANSPORTATION SERVICES  
BY AND BETWEEN  
PALM BEACH COUNTY  
AND THE  
VILLAGE OF WELLINGTON**

**THIS INTERLOCAL AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Village of Wellington, a Florida municipal corporation, (hereafter "VILLAGE") and Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, (hereafter "COUNTY").

**WITNESSETH**

**WHEREAS**, COUNTY operates a fixed route public transit system and provides complementary paratransit services to those individuals who are eligible to receive such services in accordance with the requirements of the Americans with Disabilities Act of 1990 and the regulations implementing the Act (collectively referred to hereafter as "ADA"); and

**WHEREAS**, COUNTY for reasons of efficiency and economies of service, modified its fixed route services located within the VILLAGE; and

**WHEREAS**, in response to the fixed route modifications and other service concerns, VILLAGE desires to contract with COUNTY for delivery of paratransit services, on VILLAGE's behalf, to VILLAGE's residents who are ADA paratransit eligible individuals but whose trips are not eligible for COUNTY's ADA paratransit services; and

**WHEREAS**, COUNTY is willing to enter into a contract with VILLAGE to provide such services and VILLAGE is willing to pay to COUNTY the sum of \$54,796.00 for FY 2016 and \$56,439.88 for FY 2017 to compensate the COUNTY for a portion of COUNTY's costs associated with the delivery of such services to VILLAGE's residents; and

**WHEREAS**, VILLAGE has determined that it is a public purpose to provide paratransit services to its ADA paratransit eligible residents whose trips are not eligible for services from COUNTY's ADA complementary paratransit system; and

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

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

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

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

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

Section 4. **Effective Date and Term:** This Agreement shall take effect as of October 1, 2015 and continue through September 30, 2017, 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 a portion of the COUNTY's costs associated with the delivery of such Services. Services, including scheduling and transportation, shall be provided to VILLAGE's residents in the same manner and utilizing the same methods and contractors used by COUNTY to provide its ADA complementary paratransit services. VILLAGE agrees that the COUNTY's policies, rules and regulations relating to the provision of services to COUNTY's paratransit customers will apply to VILLAGE's residents receiving paratransit services under this Agreement. VILLAGE's residents shall abide by and be subject to COUNTY's rules, regulations and policies pertaining to eligibility determinations, reservations and scheduling of trips, payment of fares, and policies regulating the conduct of its riders. VILLAGE's residents utilizing the services described in this Agreement shall be charged the same fare charged to paratransit eligible individuals utilizing the COUNTY's complementary paratransit system.

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

Section 6. **Payment:** VILLAGE shall remit to the COUNTY the sum of fifty-four thousand seven hundred ninety-six dollars (\$54,796.00) for the period October 1, 2015 through September 30, 2016 and the sum of fifty-six thousand four hundred thirty-nine dollars and eighty-eight cents (\$56,439.88) for the period October 1, 2016 through September 30, 2017 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 thirty dollars (\$30.00).

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.

Section 11. **Inspector General:** 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 12. **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 Section 768.28, Florida Statutes.

Section 13. **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 14. **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 15. **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 16. **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 17. **Non-Discrimination:** The VILLAGE warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

VILLAGE has submitted to COUNTY a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if the VILLAGE does not have a written non-discrimination policy or one that conforms to the COUNTY's policy, it has acknowledged through a signed statement attached hereto as Exhibit A that VILLAGE will conform to the COUNTY's non-discrimination policy as provided in R-2014-1421, as amended. VILLAGE acknowledges that compliance with the requirements of this article constitutes a condition which must be adhered to for the continuation of this Contract.

Section 18. **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 19. **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:

<u>As to the County:</u>	<u>As to the Village:</u>
Ron Jones	Paul Schofield
Director, Palm Tran Connection	Village Manager
50 South Military Trail, Suite 101	12300 W. Forest Hill Boulevard
West Palm Beach, Florida 33415	Wellington, FL 33414

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

Section 20. **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 21. **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 22. **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 23. **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 24. **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 25. **Captions:** The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 26. **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 27. **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 28. **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:

VILLAGE OF WELLINGTON by its  
VILLAGE COUNCIL

By: \_\_\_\_\_  
Awilda Rodriguez, Village Clerk

By: \_\_\_\_\_  
Mayor

Approved as to Form and  
Legal Sufficiency

\_\_\_\_\_  
Village's Attorney

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

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

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

By: \_\_\_\_\_  
Shelley Vana, Mayor

Approved as to Form  
and Legal Sufficiency

Approved as to Terms and Conditions

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

\_\_\_\_\_  
Shannon R. LaRocque, PE  
Assistant County Administrator  
Interim Executive Director, Palm Tran

EXHIBIT A

NON-DISCRIMINATION POLICY

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All entities doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a entity does not have a written non-discrimination policy or one that conforms to Palm Beach County’s policy, such entity shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County’s policy.

Check one:

☐ Entity hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County’s policy an entity hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County’s non-discrimination policy as provided in Palm Beach County’s Resolution R-2014-1421, as may be amended.

OR

☐ Entity hereby attaches its non-discrimination policy which is consistent with the policy of Palm Beach County.

OR

☐ Entity hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Entity hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County’s non-discrimination policy as provided in Palm Beach County’s Resolution R-2014-1421, as may be amended.

NOTE:

Entity shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County’s policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

ENTITY:

Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Name (type or print) : \_\_\_\_\_

Title: \_\_\_\_\_