

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	(\$240,059)	(\$261,882)	(\$21,823)	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	(\$240,059)	(\$261,882)	(\$21,823)	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes X No _____
 Budget Account No.: Fund 1340 Dep't. 540 Unit 5101
 Revenue 4435 Reporting Category _____

B. Recommended Sources of Funds/Summary of Fiscal Impact: Acceptance of these annual contract fees are in lieu of residents of Century Village Boca Raton paying individual fees per trip.

C. Departmental Fiscal Review: Michael Williams 9/21/16
 Michael Williams, Finance Manager

III. REVIEW COMMENTS

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

[Signature] 9/20/16
 OFMB ET 9/23/16

[Signature]
 Contract Dev. and Control
 10/4/16

B. Legal Sufficiency:

[Signature] 10/5/16
 Assistant County Attorney

C. Other Department Review:

 Department Director

**AGREEMENT FOR THE PROVISION OF TRANSPORTATION SERVICES
BETWEEN
THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA
AND
CEN-WEST COMMUNITIES, INC.**

THIS AGREEMENT is made and entered into this _____ day of October, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter referred to as "County"), and Cen-West Communities, Inc., a Florida corporation whose federal identification number is 59-1794084.

WHEREAS, the County, as part of its countywide public transit system (Palm Tran), has established routes throughout Palm Beach County; and

WHEREAS, Cen-West Communities, Inc. desires to enter into an agreement with the County allowing the authorized residents of Century Village of Boca Raton (hereinafter referred to as "Residents") to use Palm Tran Routes on a fare-free basis; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the County and Cen-West Communities, Inc. do hereby agree as follows:

1. The Residents may utilize Palm Tran Routes on a non-exclusive and fare-free basis as further described in this Agreement. Except as expressly provided herein to the contrary, fixed route public transportation services will be made available in the same manner that such services are made available to other members of the public.
2. County shall provide Cen-West Communities, Inc. with uniquely identified color coded decals for authorized residents, not to exceed two (2) per

residential unit.

3. At the time of boarding, authorized Residents must present to the Palm Tran bus driver a current Century Village Identification Card with an affixed uniquely identified current County issued decal.
4. Cen-West Communities, Inc. shall assume sole responsibility for distribution and tracking of County issued color coded decals.
5. Cen-West Communities, Inc. shall be required to use the Palm Tran Issue Log Form (Exhibit A) to track all decals issued.
6. Cen-West Communities, Inc. shall, on a monthly basis, perform a complete monthly reconciliation using the Monthly Reconciliation Form (Exhibit B).
7. Cen-West Communities, Inc. shall provide to County a copy of both a completed Palm Tran Issue Log Form (Exhibit A) and the Monthly Reconciliation Form (Exhibit B) by the 10th of each month for the prior month.
8. The authorized Residents will have non-exclusive, unlimited and fare-free access and use of other Palm Tran public transit routes within the geographical boundaries of Palm Beach County. Nothing contained in this Agreement shall be construed to expand or modify the County's obligations under the Americans with Disability Act or to require the provision of any service which the County would not otherwise be obligated to provide.
9. Cen-West Communities, Inc. shall pay to County Two Hundred Sixty One Thousand Eight Hundred Eighty Two Dollars (\$261,882.00)

[\$21,823.50),per month] to access this level of service, for the period beginning November 1, 2016 and ending October 31, 2018. County will bill Cen-West Communities, Inc. on a monthly basis, for services provided under this Contract.

10. This Agreement shall be in effect for a term of 24 months commencing on November 1, 2016 and terminating on October 31, 2018, unless sooner terminated as provided under this Agreement.
11. That Cen-West Communities, Inc., will remit to County, within fifteen (15) days of its receipt of a Statement of Billing from County, the sum owed to County for public transportation services for the following month.
12. The transportation services will be rendered under the County's existing routing system, as it may be amended by County, from time to time, at its sole discretion, in accordance with the schedule for such services established by County. Cen-West Communities, Inc. acknowledges and agrees that the public transit services contemplated under this Agreement are subject to change by the County, and that County may change its system, including but not limited to its routes, fares, eligibility requirements and stops as it, in its sole discretion, deems appropriate. County will make any changes in accordance with its policy for route modification(s), as it may be modified by County from time to time, in County's sole discretion.
13. County will record each passenger trip by hand or mechanically, or other manner deemed appropriate by County, on a daily basis.
14. Cen-West Communities, Inc. shall save, defend, indemnify and hold harmless County, Palm Tran, Inc., and their respective officers, agents, employees and servants from and against any and all claims, liability,

losses, and or causes of actions which are related to physical damage to Cen-West Communities, Inc.'s road network and which occurs as a result of the operation of the County's transit equipment on the Cen-West Communities, Inc.'s roadways, driveways and other adjoining paved surfaces; provided, however, that said agreement to save, defend, indemnify and hold harmless shall not apply to those grossly negligent acts or omissions of County or failure (except in cases of emergencies or required detours) to operate the busses on the designated bus lanes within the community. Cen-West Communities, Inc. represents that it has sustained no damage to its roadway network resulting from the prior operation of Palm Tran buses or vehicles and that its roadways are adequate for the purposes contemplated under this Agreement.

15. Cen-West Communities, Inc. shall not assign, sublet, convey, transfer or otherwise encumber its interest in this Agreement, in whole or in part, without the prior written consent of the County. Nothing contained herein shall be construed as creating any personal liability on the part of any officer, agent or employee of County, Palm Tran, Inc., or Cen-West Communities, Inc., nor shall it be construed as giving any rights or benefits hereunder to any other person or entity. County's obligations shall be strictly limited to those expressly set forth in this Agreement. This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County or Cen-West Communities, Inc. The County shall have no obligation to any individual, Resident or other entity, association, or group who is in anyway associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon County.
16. The County's performance and obligations under this Agreement are contingent upon an annual appropriation for the purposes described in this

Agreement by the Board of County Commissioners.

17. 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 will be held in Palm Beach County. No remedy conferred herein 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, in equity, 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. Moreover, no waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted. Any such waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver. The modification of any term or provision may be accomplished only by a written amendment executed by both parties.
18. Nothing contained in this Agreement shall create an agency relationship between the County and Cen-West Communities, Inc. or any Resident.
19. 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. Should any provision of this Agreement be held invalid by a court of competent jurisdiction, such determination shall not affect the remaining portions of the Agreement.
20. Cen-West Communities, Inc. warrants and represents that all of its employees and Residents are and will be treated equally by Cen-West Communities, Inc. 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.

21. The County has established the Office of the Inspector General in Palm Beach County Code, Sections 2-421 - 2-440, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor and inspect the activities of any entity contracting with the County, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Palm Beach County Code Sections 2-421 – 2-440 and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Cen-West Communities, Inc. further agrees that it shall maintain, in Palm Beach County, Florida, all records relating to this Agreement, including but not limited to any records pertaining to the issuance, distribution, tracking and use of the color coded decals issued to authorized users, for a period of at least five (5) years following the expiration of this Agreement. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Such records shall be made available to County, Palm Tran, Inc. and state and federal agencies, for the purpose of review, inspection, audit, and reproduction, during regular business hours, at the Cen-West Communities, Inc. address identified in Section 24 of this Agreement.

22. This Agreement may be canceled by Cen-West Communities, Inc., with or without cause, upon sixty (60) days prior written notice to County. This

Agreement may be canceled by County, without cause, upon sixty (60) days prior written notice to Cen-West Communities, Inc. In the event Cen-West Communities, Inc. fails to perform, observe or has breached any provision of this Agreement, and has failed to cure any identified failure or breach within the time allowed (normally ten (10) days unless additional time is granted) for the cure of any identified failure or breach, the County may immediately terminate this Agreement upon written notice to Cen-West Communities, Inc.

23. All notices required under this Agreement shall be sent by certified mail, return receipt requested. Notices shall be mailed to the County at the following address:

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

Notices shall be mailed to Cen-West Communities, Inc. at the following

Cen-West Communities, Inc.
Attn: Anita Pearce, VP, Administration
19296 Lyons Road
Boca Raton, Florida 33434

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County, and an officer of Cen-West Communities, Inc. with authority to bind the corporation has hereunto made and executed this Agreement, on behalf of Cen-West Communities, Inc., and each has set its hand the day and year above written.

ATTEST:
Sharon R. Bock, Clerk & Comptroller

PALM BEACH COUNTY, by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

Witnesses:

CEN-WEST COMMUNITIES, INC.

Signature

By: Anita Pearce
Signature

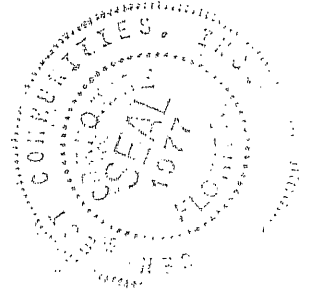
Name (type or print)

ANITA J. PEARCE, V-PRES
Print or Type Name and Title

Signature

(CORPORATE SEAL)

Name (type or print)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

County Attorney

[Signature]
Clinton B. Forbes, Executive Director
Palm Tran