

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues	(\$56,440)	(\$56,440)			
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	(\$56,440)	(\$56,440)			
No. ADDITIONAL FTE POSITIONS (Cumulative)					

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 2018 was included in the FY 2018 Budget.

C. Departmental Fiscal Review: Michael Williams 7/21/17
 Michael Williams, Finance Manager

III. REVIEW COMMENTS

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

Jeffrey W. [Signature] 7/26/17
 OFMB 8/7/17 [Signature] 7/26

[Signature] 8/9/17
 Contract Dev. and Control 8/19/17 [Signature]

B. Legal Sufficiency:

[Signature] 8/9/17
 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 July, 2017, 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 \$56,439.88 for FY 2018 and the sum of \$56,439.88 for FY 2019 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, 2017 and continue through September 30, 2019, 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-six thousand four hundred thirty-nine dollars and eighty-eight cents (\$56,439.88) for the period October 1, 2017 through September 30, 2018 and the sum of fifty-six thousand four hundred thirty-nine dollars and eighty-eight cents (\$56,439.88) for the period October 1, 2018 through September 30, 2019 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:

As to the County:

Chad Hockman
Senior Manager Paratransit
50 South Military Trail, Suite 101
West Palm Beach, Florida 33415

As to the Village:

Paul Schofield
Village Manager
12300 W. Forest Hill Boulevard
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.

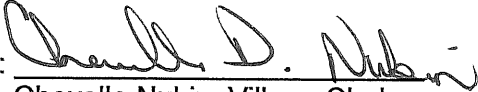
Section 28. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.


(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: 
Chevelle Nubin, Village Clerk

By: 
Anne Gerwig, 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: _____
Paulette Burdick, Mayor

Approved as to Form
and Legal Sufficiency

County Attorney

Approved as to Terms and Conditions


Clinton B. Forbes
Executive Director, Palm Tran

NON-DISCRIMINATION POLICY FORM

Pursuant to Palm Beach County Resolution R-2014-1421 ("Resolution), as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County ("County") that the County "**shall not conduct business with nor appropriate any funds for any organization or entity 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.**"

This Resolution requires that each organization or entity doing business with the County is "required to submit a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy stated above, prior to entering into any contract with the County." In the event an organization or entity does *not* have a written non-discrimination policy, such organization or entity "shall be required to sign a statement affirming their non-discrimination policy is in conformance with this resolution."

Check one:

Organization/Entity hereby attaches its non-discrimination policy, which is consistent with the County's Non-Discrimination Policy and Resolution.

OR

Organization/Entity hereby acknowledges that it **does not** have a written non-discrimination policy and hereby **affirms by signing below** that its non-discrimination policy is in conformance with the County's Non-Discrimination Policy and Resolution.

ORGANIZATION / ENTITY INFORMATION:

Village of Wellington

Name of Organization or Entity

Paul Schofield
Signature

Paul Schofield
Name (type or print)

Village Manager
Title

A MESSAGE FROM YOUR VILLAGE MANAGER



Part of what makes Wellington a great hometown is the work of our elected officials and you, our employees. We work each and every day to provide quality services that foster a family environment, create economic opportunity, are environmentally sound, and socially sustainability. Our culture is based on shared values, attitudes, standards, and beliefs that guide our actions. We believe in a strong family environment, safe and sustainable neighborhoods, and doing the right thing for our residents.

The Village is committed not only to its residents and elected officials, but also to its employees. We are an Equal Employment Opportunity Employer (EEOE). Our commitment to equality is without regard to race, color, creed, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age, or marital status.

Our employment practices are guided by the principals of inclusion and equality, and are designed to ensure that hiring is based solely on qualifications.

The Village's philosophy is to operate with full transparency and our Employee Manual is key to ensuring that each of us understand what the Village expects of us on a daily basis. Our foremost responsibility as Village of Wellington employees is service to our community through our vision of "A Great Hometown." Each employee plays a critical role in making this organization successful. We thank each and every one of you for your part in making the Village of Wellington "A Great Hometown!"

A handwritten signature in black ink that reads "Paul Schofield". The signature is written in a cursive, flowing style.

Paul Schofield, Village Manager

SECTION III: EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY

The Village of Wellington seeks to preserve an employment environment free from unlawful discrimination. All applicants are extended equal opportunity to gain employment and all employees are extended equal opportunity to progress in their field of endeavor.

The Village of Wellington is an Equal Employment Opportunity Employer (EEOE) and is committed to equal opportunity in the areas of recruitment, employment, training, development, transfer, and promotion. The Village's employment practices are without regard to race, color, creed, religion, gender, gender identity or expression, sexual orientation, national origin, ancestry, disability, pregnancy, medical condition, genetic information, age, marital status, familial status, or any other characteristic protected under federal, state, or local law in all personnel and employment actions and in all terms and conditions of employment.

The Village shall make the following reasonable accommodations:

Disability Accommodation: If an applicant or an employee can perform the essential job functions, and has a qualified disability, and is not a direct threat to employees or others, the Village will make reasonable accommodations as long as the accommodation does not cause the Village undue hardship. The individual may contact either his or her supervisor, or in the case of an applicant, the hiring supervisor or Human Resources. The request shall then be evaluated and an appropriate reasonable accommodation (if any) shall be facilitated.

Religious Accommodation: The Village shall allow time off (with or without pay) to observe religious holidays that are not Village observed holidays. Employees requesting religious observance accommodation must notify their supervisor of the requested time off at least two (2) weeks before the date of the planned absence. If paid time off (PTO) time is available, employees must use accrued PTO for the time taken.

Employees or applicants who want to report what they believe is an incident of unlawful employment discrimination must immediately report the matter to their supervisor or Department Director, even if they have discussed the situation with the individual(s) engaged in the behavior perceived to be discriminatory. If the supervisor is unavailable, or the employee believes it inappropriate to contact the supervisor, the employee must immediately contact



 Section III: Employment Policies

Human Resources. Employees or applicants may raise concerns and make reports without fear of reprisal.

Supervisors or managers who become aware of an alleged incident involving unlawful employment discrimination shall promptly advise their Department Director or Human Resources. The Human Resources Department shall conduct a confidential investigation surrounding the circumstances. Failure to report an incident may result in disciplinary action, up to and including termination.

The Village is committed to investigating and correcting any form of discrimination, and accordingly, employees are required to immediately report suspected discrimination. Employees who report acts of suspected unlawful discrimination are protected by law from discrimination or retaliation. Supervisors or managers who unlawfully discriminate or retaliate against an employee who has complained of discrimination, or who support another employee's complaint, are subject to disciplinary action, up to and including termination of employment. All complaints shall be investigated promptly, and the results of the investigation shall be reported to the complaining party. The complaint investigation shall be conducted by the Human Resources Director or a designee. Investigation of a complaint may include, but is not limited to, interviewing the complaining party as well as other employees and/or customers to obtain sufficient information upon which to make an assessment of the situation. While the Village shall make every effort to be sensitive to privacy issues, in the course of investigation relevant information shall be discussed with appropriate parties on a need-to-know basis.

NO-HARASSMENT



The law and the Village do not, and will not, tolerate any type of unlawful harassment of employees, or by employees, by customers, or by vendors. Likewise, the Village will not tolerate unlawful harassment of an employee, customer or vendor by any employee of the Village.

The term "harassment" includes, but is not limited to, slurs, jokes, epithets, and other verbal, graphic, or physical conduct relating to race, color, creed, religion, gender, gender identity or expression, sexual orientation, national origin, ancestry, disability, pregnancy, medical condition, genetic information, age, marital status, familial status, or any other characteristic protected under federal, state, or local law. "Harassment" also includes sexual advances, requests for sexual favors, offensive touching, and any other verbal, graphic, physical conduct, or electronic communications (e.g., e-mail) of a sexual nature involving either members of the opposite or the same sex.

Supervisors and Managers are expected to monitor the work environment to ensure that the workplace remains harassment-free. If employees, visitors, or vendors are observed engaging in