

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

Meeting Date: November 21, 2017      ☒ Consent      ☐ Regular  
    ☐ Ordinance      ☐ Public Hearing  
 Department:      Palm Tran

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** a Funding Agreement in the amount of \$1,231,608.39 between the City of Boca Raton and the Board of County Commissioners of Palm Beach County, Florida (BCC) for enhanced bus service between the Boca Raton Tri-Rail Station, Florida Atlantic University (FAU), Palm Beach State College (PBSC), FAU Research and Development Park campus, and Federal Highway for the three (3) year period of October 1, 2017 through September 30, 2020.

**Summary:** On September 9, 2014, the BCC approved a three (3) year Agreement with the City of Boca Raton (R2014-1350). The Agreement provides funding from October 1, 2017 through September 30, 2020 from the City of Boca Raton for the continuation of enhanced service during peak hours on Route 94 between the Boca Raton Tri-Rail station, Florida Atlantic University, Palm Beach State College, FAU Research and Development Park campus, and Federal Highway in Boca Raton.

The total cost to operate the expanded service for a three (3) year period is \$1,283,805. The City of Boca Raton will pay \$1,231,608.39 or 96% of the cost of this service and Palm Tran will fund the remaining \$52,196.61 or 4%. This is a continuation of service originally funded by South Florida Regional Transit Authority (SFRTA) in June 2007 and continued through Boca Raton funding since January 2011. Current ridership averages 14,785 per month. District 4 (DR)

**Background and Justification:** Since 2007, and pursuant to previous agreements (R2007-2302, R2009-0688, R2010-1934 and R2014-1350) with the South Florida Regional Transportation Authority (SFRTA), the City of Boca Raton, and through the use of Job Access Reverse Commute (JARC) grant funding, Palm Tran has been providing enhanced bus service between the Boca Raton Tri-Rail Station and FAU/PBSC campus in order to better meet the twenty (20) minute frequency of SFRTA trains and the transportation needs for local students. Prior to the 2007 agreement with the SFRTA, Palm Tran provided hourly service on a less direct route between Tri-Rail and the campuses.

On December 7, 2010, the Board of County Commissioners of Palm Beach County, Florida (BCC) approved a three (3) year Agreement with the City of Boca Raton (R2010-2039) to provide funding for enhanced bus service of Route 94. On December 17, 2013, the BCC approved an Amendment (R2013-1849) extending the Agreement by one (1) year and increased service frequency to twenty (20) minutes during the morning and afternoon peak periods. **Continued on Page 3**

**Attachment:** Interlocal Funding Agreement with the City of Boca Raton for Bus Service (2 copies)

Recommended By: [Signature] 11/17/17  
Executive Director Date

Approved By: [Signature] 11/20/17  
Assistant County Administrator Date

## II. FISCAL IMPACT ANALYSIS

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

<b>Fiscal Years</b>	<b>2018</b>	<b>2019</b>	<b>2020</b>	<b>2021</b>	<b>2022</b>
<b>Capital Expenditures</b>					
<b>Operating Costs</b>	\$415,350	\$427,810	\$440,645		
<b>External Revenues</b>	(\$398,463)	(\$410,417)	(\$422,729)		
<b>Program Income(County)</b>					
<b>In-Kind Match(County</b>					
<b>NET FISCAL IMPACT</b>	\$16,887	\$17,393	\$17,916		
<b>#ADDITIONAL FTE</b>					
<b>POSITIONS (CUMULATIVE</b>					


Is Item Included in Current Budget? Yes No  
Does this item include the use of federal funds? Yes No

**Budget Account No:**

Fund	Agency	Organization	Object
1340	540	5101	4490

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**


### C. Departmental Fiscal Review:

 10/23/17  
Michael Williams, Finance Manager

### III. REVIEW COMMENTS:

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

*[Handwritten signature]* 11/6/17  
OFMB  
115

  
Contract Dev. & Control

### B. Legal Sufficiency

 12/17/19  
Assistant County Attorney

### C. Other Department Review

**Department Director**

**Background and Justification:** The City's non-discrimination policy does not conform to the County's non-discrimination policy in all respects. The City has however contractually agreed that it will not discriminate in any activity carried out under the Agreement and will treat all employees equally 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 (*i.e.*, it will not discriminate on any of the grounds encompassed within County Resolution No. 14-1421.)

**FUNDING AGREEMENT FOR THE  
PROVISION OF PUBLIC TRANSPORTATION SERVICES  
BETWEEN  
THE BOARD OF COUNTY COMMISSIONERS  
OF PALM BEACH COUNTY, FLORIDA  
AND  
THE CITY OF BOCA RATON**

**THIS FUNDING AGREEMENT** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2017, 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 the City of Boca Raton, a Florida municipal corporation, its successors and assignees, (hereinafter referred to as "City").

**WHEREAS**, the County, as part of its countywide public transit system (Palm Tran), has provided enhanced bus service between the Boca Raton Tri-Rail Station, the Florida Atlantic University (FAU) campus, Palm Beach State College (PBSC) campus, FAU Research and Development Park and Federal Highway; and

**WHEREAS**, the City desires to enter into a funding agreement with the County to continue the enhanced bus service for an additional three (3) years

**NOW THEREFORE**, in consideration of the mutual promises contained herein, the County and the City do hereby agree as follows:

1. County through its public transit system, Palm Tran, (referred to hereinafter as "Palm Tran") will continue to operate the enhanced 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 that Palm Tran will operate weekdays on Route 94. Route 94 runs between the Boca Raton Tri-Rail Station on Yamato Road, the FAU campus, the PBSC campus, the FAU Research and Development Park and Federal Highway.
2. County will endeavor to operate the buses on a twenty (20) minute all-day service frequency on weekdays between the hours of 6:00 a.m. and 9:00 p.m., excluding mid-day service which may be provided on an hourly or less than hourly basis as determined appropriate by County. The increased bus service, which is anticipated to be approximately the equivalent of one and one third (1-1/3) buses for approximately 15hours of additional service per day, may be amended upon the

agreement of both City and County 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.

3. The public transportation service may be rendered under County's existing routing system in accordance with the schedule for such services established by the County, as it may be amended from time to time by County, in its sole discretion. The City acknowledges and agrees that said services are subject to change by the County or may be eliminated in their entirety. Nothing contained in this Agreement shall be construed to expand or modify the County's obligations under the Americans with Disability Act or any other federal, state or local law or program, to require the provision of any service which the County would not otherwise be obligated to provide, or to limit the ability of the County to make changes to its public transportation system, including but not limited to its routes, fares, eligibility requirements and stops as it, in its sole discretion, deems appropriate. All changes will be made solely at the discretion of the County. Changes will be made in accordance with County's established route change and fare policies, which may be modified by County, in its sole discretion. If a public meeting or hearing is required to implement a service change or change in fare, then such may not be implemented until County's Palm Tran Service Board or Board of County Commissioners, as appropriate, has concluded its public meeting or hearing process and approved the change.
4. The applicable Palm Tran fares or transfers will apply; except that on route 94 only FAU, PBSC and Research Park students and employees presenting valid I.D.s will not be charged.
5. The buses will be identified as Palm Tran route 94.
6. 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.
7. Bus stop locations may be changed, added or deleted by Palm Tran after consultation with the City.

8. If Palm Tran determines that it is necessary to remove a bus from 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 in the same manner it makes spare vehicles available for other routes. 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.
9. This Agreement shall be in effect for a term of three (3) years commencing on October 1, 2017 and terminating on September 30, 2020, unless sooner terminated by either party in accordance with the terms of this Agreement.
10. The County's representative/liaison during the performance of this Agreement shall be Palm Tran's Revenue Administrator, whose telephone number is 561-649-9848 ext. 3627. The City's representative/liaison during the performance of this Agreement shall be Andrew Meyer, Transportation Analyst, whose telephone number is 561-416-3385.
11. The City agrees to contribute \$398,462.71 for the initial year of this agreement, \$410,416.59 for year two and \$422,729.09 for year three, to fund the operations of the Bus Service contemplated hereunder this agreement.
12. Payment of the annual amount for the initial year shall be made to Palm Beach County within ninety (90) days from the effective date of the Agreement and thereafter payment will be due 30 days after October 1 of the subsequent years, without invoice or other action by County.
13. Nothing contained in this Agreement shall be construed as a waiver of either party's sovereign immunity except as set forth in Section 768.28, F.S. Moreover, 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 the City, nor shall it be construed as creating or 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 County, Palm Tran, Inc. or the City. The County shall have no obligation to any individual 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.

14. Each party's performance and obligations under this Agreement are contingent upon an annual appropriation by its legislative body for the purposes described in this Agreement.
15. 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.
16. 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.
17. Nothing contained in this Agreement shall create an agency relationship between the parties or between Palm Tran, Inc. and the City.
18. 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; provided, however, that nothing shall relieve the City of its funding obligation.
19. The City agrees that no person shall on the grounds of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out under this Agreement, and that all of its employees are and will be treated equally by the City 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.

Pursuant to Palm Beach County Resolution No. R 2014-1421, as it may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that it shall not conduct business with nor appropriate any funds for any organization or entity that practices discrimination on the basis of race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information.

The City has submitted a copy of its non-discrimination policy, which is consistent with the above paragraph and Palm Beach County Board of County Commissioner Resolution No. R-2014-1421, as amended. In the event the City does not have a written non-discrimination policy or one that conforms to the County's policy, it has acknowledged through a signed statement provided to the County and attached hereto as Exhibit A, that it will conform to the County's non-discrimination policy as provided in R- 2014-1421, as amended.

20. The County has established the Office of the Inspector General in Palm Beach County Code as set forth in Sections 2-421 through 2-440, of the Palm Beach County Code, 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 to 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 interfering with or impeding any investigation is a violation of Palm Beach County Code, Sections 2-421 through 2-440. Such violation is punishable pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

21. City of Boca Raton further agrees that it shall maintain, in Palm Beach County, Florida, all records relating to this Agreement 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 City of Boca Raton's address identified in Section 21 of this Agreement.



22. This Agreement may be terminated by the City of Boca Raton, with or without cause, upon sixty (60) days prior written notice to the County. This Agreement may be terminated by the County, without cause and for convenience of the County, upon thirty (30) days prior written notice to the City. In the event the City fails to perform, or has breached any provision of this Agreement, and has failed to cure the failure or breach within ten (10) days, or such additional time granted by the County, from the date of the notice provided by the County to the City of the failure or breach, the County may immediately terminate this Agreement for cause upon written notice to the City. In the event this Agreement is terminated, in whole or in part by either party for any reason other than the County's breach, the City shall reimburse the 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 be promptly refunded by County.
23. The parties agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understanding other than those stated herein. No modification, amendment, or alteration shall be effective unless contained in a written document executed with the same formality and equality of dignity as this Agreement.
24. In the event the County's performance of any of its obligations or duties hereunder shall be interrupted or delayed by any occurrence, whether such occurrence be by an act of God, common enemy, or the result of war, labor unrest or dispute, riot, weather, sovereign conduct or other natural or public cause which the County reasonably determines will interfere with its ability to perform, the County shall not be considered to be in default and will be excused from performance until it determines it may recommence performance of the Agreement.
25. The City will promptly notify the 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 any of their respective officers, directors, employees, servants or agents is named, and shall do nothing

to impair or invalidate any applicable insurance coverage.

26. All notices required under this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

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

If sent to the City, notices shall be addressed to:

City of Boca Raton  
Attn: Dan Grippo, Director, Municipal Services  
2500 NW 1<sup>st</sup> Avenue  
Boca Raton, Florida 33432

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

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 City of Boca Raton with authority to bind the corporation has hereunto made and executed this Agreement, on behalf of City of Boca Raton, 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: \_\_\_\_\_  
Paulette Burdick, Mayor

ATTEST

CITY OF BOCA RATON

By: Susan S. Saxton  
City Clerk

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

By: [Signature]  
City Attorney

By: [Signature]  
Susan Haynie, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

[Signature]  
County Attorney

APPROVED AS TO TERMS  
AND CONDITIONS

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



## NONDISCRIMINATION IN PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

**Effective Date:** September 10, 2014

### **NONDISCRIMINATION POLICY:**

The City of Boca Raton reaffirms its longstanding, existing policy that no person will be excluded from participation in, denied the benefits of, or subjected to discrimination or retaliation under any program or activity receiving federal financial assistance through the Florida Department of Transportation ("FDOT") Local Agency Program ("LAP") because of race, color, national origin, sex, disability, age, religion, family status or any other characteristic or basis protected under federal or state law. The City reaffirms its commitment to the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964 and all other applicable federal and state laws regarding nondiscrimination. The City further reaffirms that it does not retaliate against any person who complains of discrimination or who participates in an investigation of discrimination. This policy will be circulated to sub-recipients of FDOT LAP funding and to City employees that enforce, oversee or administer FDOT LAP contracts and/or FDOT LAP funded programs or activities.

### **DESIGNATION OF TITLE VI / NONDISCRIMINATION COORDINATOR:**

The Grants Administrator is designated as the City's FDOT LAP Title VI / Nondiscrimination Coordinator. For further information or questions regarding the City's nondiscrimination policy, please contact the City's Title VI / Nondiscrimination Coordinator at (561) 393-7857. The Building Official is designated as the City's ADA / 504 Coordinator and may be contacted at (561) 393-7930.

### **REQUIRED CONTRACT LANGUAGE:**

The clauses of *Appendix A*, attached hereto as Exhibit 'A,' shall be inserted in every FDOT LAP contract, sub-contract or purchase order.

### **COMPLAINT PROCEDURES:**

Any person that believes they have been excluded from participation in, denied the benefits of, or subjected to discrimination or retaliation in connection with any FDOT LAP funded program or activity, on the grounds of race, color, national origin, sex, disability, age, religion, family status or any other characteristic or basis protected under federal or state law, may file a complaint with the City's Title VI / Nondiscrimination Coordinator. A complaint form, available in English and Spanish, is attached hereto as Exhibit 'B.' The City shall review and respond in a timely and appropriate manner to any complaint received. All complaints against the City alleging discrimination or retaliation in connection with any FDOT LAP funded program or activity will be immediately forwarded to the FDOT District Title VI / Nondiscrimination Coordinator.

### **CORRECTIVE ACTION:**

The City will take action to correct any deficiencies (regarding compliance with the nondiscrimination provisions of Title VI of the Civil Rights Act of 1964 and all other applicable federal and state laws regarding nondiscrimination) found by the FDOT or the United States Department of Transportation ("USDOT") within ninety (90) calendar days or, in the event the nature of the corrective action cannot be completed within 90 calendar days, then the corrective action shall be commenced and diligently pursued until completion.

# City of Boca Raton



Incorporated 1925

Scrivener's error corrected  
November 6, 2016

This is a true copy. No. of Pages 2  
IN WITNESS WHEREOF, I hereunto set my hand  
and affix the Seal of the City of Boca Raton,  
Florida, this 13<sup>th</sup> day of November  
A.D. 2017  
Susan S. Saxton  
City Clerk

## RESOLUTION

121-2017

1  
2 A RESOLUTION OF THE CITY OF BOCA RATON  
3 AUTHORIZING THE MAYOR AND CITY CLERK TO  
4 EXECUTE AN AGREEMENT WITH PALM BEACH COUNTY  
5 FOR THE PURPOSE OF PROVIDING FUNDING FOR THE  
6 CONTINUATION OF ENHANCED BUS SERVICE ON PALM  
7 TRAN ROUTE 94; PROVIDING FOR SEVERABILITY;  
8 PROVIDING FOR REPEALER; PROVIDING AN EFFECTIVE  
9 DATE.

10  
11 WHEREAS, the City of Boca Raton desires to enter into an agreement with Palm  
12 Beach County for the purpose of providing funding for the continuation of enhanced bus service  
13 on Palm Tran Route 94; and

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

16  
17 BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BOCA  
18 RATON:

Section 2. That expenditure in an amount not to exceed \$398,462.71 for the initial year of this agreement, \$410,416.59 for year two, and \$422,729.09 for year three, for a total amount not to exceed \$1,231,608.39 for the term of the agreement, commencing on October 1, 2017 and terminating on September 30, 2020, is hereby authorized, subject to authorization of additional expenditures pursuant to the Procurement Code of the City of Boca Raton.

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

PASSED AND ADOPTED by the City Council of the City of Boca Raton this 26<sup>th</sup>  
day of September, 2017.

ATTEST:

Susan S. Saxton

COUNCIL VOTE			
	YES	NO	ABSTAINED
MAYOR SUSAN HAYNIE	✓		
DEPUTY MAYOR JEREMY RODGERS	✓		
COUNCIL MEMBER ANDREA LEVINE O'ROURKE	✓		
COUNCIL MEMBER SCOTT SINGER	✓		
COUNCIL MEMBER ROBERT S. WEINROTH	✓		