

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: September 10, 2019 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department: Palm Tran
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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Interlocal Agreement with the Village of Wellington for paratransit transportation services for five years beginning FY 2020 to FY 2024 in the amount of \$325,041.63.

Summary: On August 15, 2017, the Board of County Commissioners (BCC) approved an Agreement (R2017-1092) 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 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. The original partnership (R2003-2073) was formed after the County redefined the ADA core service area to exclude the Village of Wellington. Currently, Palm Tran provides an average of 735 trips per month to Village of Wellington residents. District 6 (DR)

Background and Justification: In response to the redefinition of the ADA core area, the Village of Wellington requested that on their behalf, the County provide 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 its residents.

Attachment:

1. Interlocal Agreement – executed on behalf of the Village of Wellington (4 originals)
- =====

Recommended By:  8/21/19
Executive Director Date

Approved By:  9/9/19
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures					
Operating Costs	\$326,340	\$326,340	\$326,340	\$326,340	\$326,340
External Revenues	(\$61,223)	(\$63,060)	(\$64,952)	(\$66,900)	(\$68,907)
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	\$265,117	\$263,280	\$261,388	\$259,440	\$257,433
#ADDITIONAL FTE POSITIONS (CUMULATIVE)					

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

Budget Account No:

Fund Agency Organization Object
 1340 540 5003 4490

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

The revenue for FY 2020 was included in the FY 2020 Budget. Revenue increases annually by 3%.

C. Departmental Fiscal Review: Carol Richmond
 Carol Richmond, Interim Director of Admin. Services

III. REVIEW COMMENTS:

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

Lisa Pone 8/27/19
 OFMB 9/3/19

Ann Scharf 9/6/19
 Contract Dev. & Control 9/5/19/TW

B. Legal Sufficiency

[Signature] 9/6/19
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT.)

**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 August, 2019, 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, in 2003, for reasons of efficiency and economies of service, COUNTY eliminated a portion of its fixed route service known as Route 45 located within VILLAGE's geographical boundaries; and

WHEREAS, in response to the elimination of Route 45, in 2003, VILLAGE asked COUNTY to provide for VILLAGE, paratransit services to VILLAGE residents who are ADA paratransit eligible but whose trips are not eligible for COUNTY's ADA paratransit services, and has continued to make such a request of COUNTY for each fiscal year since; 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 \$61,223.08 for FY 2020, \$63,059.77 for FY 2021, \$64,951.56 for FY 2022, \$66,900.11 for FY 2023 and the sum of \$68,907.11 for FY 2024 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 made 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 561-812-5354. 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, 2019 and continue through September 30, 2024, 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 compensate COUNTY for a portion of COUNTY's costs associated with the provision of services, for each Fiscal Year of this Agreement as set forth in the table below and shall remit to COUNTY the Amount identified for the applicable Fiscal Year on or before the Due Date shown for that Fiscal Year. 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).

Fiscal Year	Amount	From Date	To Date	Due Date
FY2020	\$61,223.08	Oct 1, 2019	Sept 30, 2020	Nov 1, 2019
FY2021	\$63,059.77	Oct 1, 2020	Sept 30, 2021	Nov 1, 2020
FY2022	\$64,951.56	Oct 1, 2021	Sept 30, 2022	Nov 1, 2021
FY2023	\$66,900.11	Oct 1, 2022	Sept 30, 2023	Nov 1, 2022
FY2024	\$68,907.11	Oct 1, 2023	Sept 30, 2024	Nov 1, 2023

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 and on or before November 1st of each Fiscal Year as shown in the table set forth in Section 6. 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. VILLAGE acknowledges that personal identifying information of an applicant or recipient of paratransit services held by the COUNTY or VILLAGE is confidential and exempt from the application of Section 119.071(1), Florida Statutes, and Section 24(a), Article 1 of the State of Florida Constitution. VILLAGE shall maintain the confidential and exempt status of any such information received from COUNTY and shall not disclose such confidential and exempt information except as required under Section 119.071(5)(h)(3), Florida Statutes.

Section 10. **Access and Audits:** The COUNTY will maintain adequate records to justify its charge for the services provided for at least five (5) 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. VILLAGE 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.

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 the termination date of this Agreement. VILLAGE affirms that it has appropriated the funds identified in Section 6 of this Agreement for Fiscal Year 2020 and that it intends to fund each year of this Agreement. Notice shall be furnished to the COUNTY at least thirty (30) days in advance of the 30th of September of the then current Fiscal Year should a decision be made by VILLAGE not to appropriate funds for the following Fiscal Year. In such case, this Agreement will terminate on the last day (*i.e.*, September 30) of the then current Fiscal Year.

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 COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution No. R2017-1770, as may be amended, VILLAGE warrants and represents that during each Fiscal Year of this Agreement, all of its employees shall be 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. Failure to meet this requirement shall be considered a default of this Agreement.

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

As to the VILLAGE:

Paul Schofield

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

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: _____
_____, Village Clerk

By: _____
Anne Genwig, 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: _____
Mack Bernard, Mayor

Approved as to Form
and Legal Sufficiency

Approved as to Terms and Conditions

County Attorney

Clinton B. Forbes
Executive Director, Palm Tran