

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: December 15, 2020	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
Department: Palm Tran	<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to:

Approve a second Amendment to Contract No. 18-108DIR/SS; R2018-2053; R2019-1588, the contract for Palm Tran Flex Transportation Service, System Operations Glades Region – Pilot Program, dated December 18, 2018, by and between Palm Beach County and MV Transportation, Inc. and MV Contract Transportation, Inc. to increase the not-to-exceed amount by \$173,680.00; from \$876,320.00 to \$1,050,000.00 for the Contract year ending December 20, 2020.

SUMMARY: The “Go Glades” pilot program started service on December 21, 2018, with four routes that provided flexible/deviated fixed route service in the Glades region.

Due to the declared emergency, Palm Tran expanded the resources providing Go Glades service in order to promote social distancing. This requires an increase in the not to exceed amount of the contract. (District 6) (MM)

Background and Policy Issues:

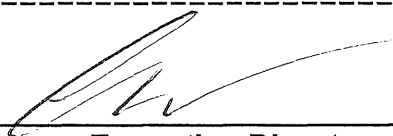

On April 13, 2020, Palm Tran transitioned Go Glades from a flex route service to a dial-a-ride/mobility on demand service in response to the COVID-19 pandemic. This change was critical for the health and wellbeing of our customers by limiting the number of passengers on each vehicle in order to provide social distancing. Subsequently, staff provided an update on this service transition at the June 23, 2020 BCC workshop and recommended continuation of the dial-a-ride service model to promote social distancing during the pandemic. The BCC agreed with the recommendation and continuation of the service until April 2021, at which time Palm Tran will bring back additional service delivery model options for BCC consideration.

In order to maintain social distancing of each Go Glades vehicle while still meeting customer demand, an additional 4,292 hours were added which increased the contract by \$173,680.

Attachments:

1. Second Amendment to MV Transportation Contract No. 18-108DIR/SS; R2018-2053; R2019-1588, Go Glades.

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Recommended By: _____		11/12/2020
	Executive Director	Date
Approved By: _____		12/4/2020
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2021	2021	2023	2024	2025
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT	*				
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

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 RSRC
 1340 540 5003 3423

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

These additional costs will be absorbed within the existing Palm Tran budget.

C. Departmental Fiscal Review: _____

Jeremy Baker, Director of Administrative Services

III. REVIEW COMMENTS:

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

Steve Mertz 11/18/2020
 OFMB 11/18/2020

Dr. J. Justice 12/31/20
 Contract Dev. & Control
 12-2-20 TW

B. Legal Sufficiency

Assistant County Attorney 12/4/2020
 Assistant County Attorney

C. Other Department Review

 Department Director

**SECOND AMENDMENT
TO CONTRACT FOR
FLEX TRANSPORTATION SERVICE, SYSTEM OPERATION
GLADES REGION - PILOT PROGRAM
(Contract No. 18-108DIR/SS; R2018-2053; R2019-1588)**

THIS SECOND AMENDMENT, dated _____, 2020, to Contract No. 18-108DIR/SS, the Contract for Palm Tran Flex Transportation Service, dated December 18, 2018, is made by and between Palm Beach County a political subdivision of the State of Florida, by and through its Board of Commissioners, hereinafter referred to as the "COUNTY", and MV Transportation, Inc., a foreign profit corporation authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite 1500, LB-2, Dallas, TX 75204, and MV Contract Transportation, Inc., a foreign profit corporation and subsidiary of MV Transportation, Inc., authorized to do business in the State of Florida, whose address is 2711 N. Haskell Avenue, Suite1500, LB-2, Dallas, TX 75204, hereinafter collectively referred to as the "CONTRACTOR".

WITNESSETH:

WHEREAS, the parties have entered into that certain Contract dated December 18, 2018, hereinafter referred to as the "Contract", whereby the CONTRACTOR has agreed to provide FLEX TRANSPORTATION SERVICES (a pilot program in the Glades region of Palm Beach County) to be administered by Palm Tran Inc., a not-for-profit corporation which operates the COUNTY'S public transit system, hereinafter referred to as "Palm Tran"; and

WHEREAS, on October 22, 2019, the parties entered into a First Amendment to the Contract to extend the Contract through December 20, 2020, increase the not to exceed amount and to address changes as to where the CONTRACTOR shall provide evidence of insurance coverage; and,

WHEREAS, on March 13, 2020, pursuant Section 252.38(3)(a)(5), Florida Statutes, Palm Beach County declared a local State of Emergency due to the Pandemic, which has since been extended in accordance with applicable law; and

WHEREAS, on April 13, 2020, Palm Tran transitioned Go Glades from a flex route service to a dial a ride service/mobility on demand in order to provide social distancing, a

change critical to the health and wellbeing of our customers by limiting the number of passenger on each vehicle; and

WHEREAS, on July 23, 2020, the Board of County Commissioners approved moving Go Glades from a flex route service to a dial a ride service/mobility on demand continuing the program through the Spring of 2021; and

WHEREAS, new service model and social distancing created a need to expand the resources providing Go Glades service by an additional four thousand, two hundred and ninety-two (4,292) service hours over the original amount; and

WHEREAS, the parties desire to modify ARTICLE 4 - PAYMENTS TO CONTRACTOR, paragraph A, by increasing the authorized not-to-exceed total contract amount to one million, nine hundred and forty-eight thousand, nine hundred and ninety-nine (\$1,948,999.00); and

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and the CONTRACTOR agree as follows:

1. **ARTICLE 4- PAYMENTS TO CONTRACTOR**, paragraph A is hereby amended to read as follows:

“A. The total amount to be paid by the COUNTY under this Contract for all services and materials shall not exceed a total contract amount of one million, nine hundred and ninety-eight thousand, nine hundred and ninety-nine Dollars and no cents (\$1,998,999.00), comprised of;

- Eight Hundred Ninety-Eight Thousand Nine Hundred Ninety-Nine dollars and no cents (\$898,999.00) for the period December 21, 2018, through December 20, 2019, billed at Forty-One Dollars and Fifty-Two Cents (\$41.52) per revenue hour; and
- One million, fifty thousand dollars and no cents (\$1,050,000.00) for the period December 21, 2019, through December 20, 2020, billed at Forty Dollars and Forty-Seven Cents (\$40.47) per revenue hour.

The CONTRACTOR shall notify the COUNTY’S representative, in writing, when seventy percent (70%) of the “not-to-exceed amount” has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit B, Appendix B, Price Proposal Page, for services rendered toward the completion of the Scope of Work. Where incremental

billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date.”

2. All other provisions of said Contract, dated December 18, 2018, are hereby confirmed and, except as provided herein, are not otherwise altered or amended and shall remain in full force and effect.

5. In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this SECOND AMENDMENT shall not take effect until executed by the CONTRACTOR and COUNTY.

IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment to Contract on the day and year first written above.

ATTEST:

PALM BEACH COUNTY, by and through its
BOARD OF COUNTY COMMISSIONERS

SHARON R. BOCK
CLERK & COMPTROLLER

By: _____
Deputy Clerk

By: _____
Chair

ATTEST:

CONTRACTOR:
MV TRANSPORTATION, INC.

By: DKH
(Signature)

By: Marie Graul
(Signature)

David Graul
(Print or Type Name)

MARIE GRAUL
(Print or Type Name)

Leland Graul
(Signature)

CEO
(Print or Type Title)

Leland Graul
(Print or Type Name)

Approved as to Form and
Legal Sufficiency

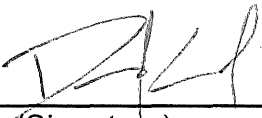
Approved as to Terms and Conditions

By: [Signature]
for County Attorney

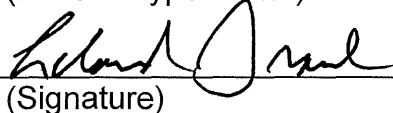
By: [Signature]
Clinton Forbes, Executive Director, Palm Tran

ATTEST:

CONTRACTOR:
MV CONTRACT TRANSPORTATION, INC.

By: 
(Signature)

David Graul
(Print or Type Name)


(Signature)

Leland Graul
(Print or Type Name)


By: 
(Signature)


MARIE GRAUL
(Print or Type Name)

CFO
(Print or Type Title)

Approved as to Form and
Legal Sufficiency

Approved as to Terms and Conditions

By: 
for County Attorney

By: 
Clinton Forbes, Executive Director, Palm Tran