Agenda Item #: 3AA-3

## PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# **AGENDA ITEM SUMMARY**

Meeting Date: January 10, 2023

[X] Consent [ ] Ordinance [] Regular [] Public Hearing

Department: Palm Tran

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve the First Amendment to Agreement R2021-0256, which contains a two (2) year extension with the Lakes of Delray, Inc. for the provision of transportation services on routes 70, 81 and 88, effective February 1, 2023 through January 31, 2025, in the amount of \$119,116.80 per contract year.

**Summary:** This agreement allows for a slight deviation within Palm Tran routes 70, 81 and 88 to provide a more accessible pick-up point for the residents of Delray Lakes, Inc. Homeowners Association (HOA). The agreement eliminates the necessity for customers to pay individual fares **upon boarding Palm Tran buses and instead,** the County is paid an annual amount, based on a per dwelling rate, for the service. Residents are responsible for paying individual fares should they transfer from Routes 70, 81 or 88 to another route. <u>Countywide</u> (MM)

**Background and Justification:** Palm Tran Fixed Routes 70, 81 and 88 serve Delray Beach on major East/West arterial roadways. Lakes of Delray, Inc., through its HOA, has contracted with Palm Tran for bus service for its residents since the inception of the development in 1982. The BCC has previously approved the first two (2) years of this contract on February 9, 2021 (R2021 – 0256). This agreement also includes a 3% rate increase from the previous agreement (R2019-0145).

# Attachment:

| 1. | First A | Amendment - | Lakes | of Delray | , Inc. | (3 copies) |  |
|----|---------|-------------|-------|-----------|--------|------------|--|
|----|---------|-------------|-------|-----------|--------|------------|--|

|                 |                                | n laina laina kana dalah kana salat dalah kana yana dalah kana kana kana kana kana kana<br>Manak laina kana kana kana kana kana kana kana |  |
|-----------------|--------------------------------|---|--|
| Recommended By: | In                             | 12/19/2022  |  |
|                 | Executive Director             | Date  |  |
| Approved By:    | The J Blue                     | 12/21/72  |  |
|                 | Assistant County Administrator | Date  |  |
|                 |                                |   |  |

## **II. FISCAL IMPACT ANALYSIS**

## A. Five Year Summary of Fiscal Impact:

| Fiscal Years           | 2023         | 2024         | 2025         | 2026 | 2027 |
|------------------------|--------------|--------------|--------------|------|------|
|                        |              |              |              |      |      |
| Capital                |              |              |              |      |      |
| Expenditures           |              |              |              |      |      |
| <b>Operating Costs</b> |              |              |              |      |      |
| External               |              |              |              |      |      |
| Revenues               | \$119,116.80 | \$119,116.80 | \$119,116.80 |      |      |
| Program                |              |              |              |      |      |
| Income(County)         |              |              |              |      |      |
| In-Kind                |              |              |              |      |      |
| Match(County           |              |              |              |      |      |
| NET FISCAL             |              |              |              |      |      |
| IMPACT                 | \$119,116.80 | \$119,116.80 | \$119,116.80 |      |      |
| #ADDITIONAL            |              |              |              |      |      |
| FTE                    | 0            |              |              |      |      |
| POSITIONS              |              |              |              |      |      |
| (CUMULATIVE            |              |              |              |      |      |

Is Item Included in Current Budget?YesNoDoes this item include the use of federal funds?YesNo

| Budget A | Account No: |              |        |      |
|----------|-------------|--------------|--------|------|
| Fund     | Agency      | Organization | Object | RSRC |
| 1340     | 540         | 5101         |        | 4435 |

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

Acceptance of these annual contract fees are in lieu of Lakes of Delray, Inc. paying individual fees per trip.

# C. Departmental Fiscal Review: Northallelle

nterim Director of Administrative Services

# **III. REVIEW COMMENTS:**

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

ASDEA 12/13/22 1415/20FMB 9A 13/13

12/19/22 Contract Dev. & Control

B. Legal Sufficiency

C.

12/20/22 MMutamba Assistant County Attorney

**Other Department Review** 

**Department Director** 

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

# FIRST AMENDMENT AGREEMENT REGARDING PAYMENT FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA AND

# LAKES OF DELRAY, INC.

THIS FIRST AMENDMENT TO AGREEMENT R2021 0256 FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES 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 Lakes of Delray, Inc. a master association of thirty-seven condominium associations, and a Florida non-profit corporation whose federal identification number is 59-2596584., is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_\_, 2022.

WHEREAS, on February 9, 2021, the parties entered into that certain agreement for the provision of public transportation services (referred to herein as the "Agreement"); and

WHEREAS, the Agreement, has a term of two (2) years commencing on February 1, 2021, and terminating on January 31, 2023, and a mutual option to renew two (2) additional years from February 1, 2023 and terminating on January 31, 2025; and

WHEREAS, by this First Amendment the County and Lakes of Delray, Inc. mutually agree to exercise the optional Agreement Term commencing February 1, 2023, through January 31, 2025, at the terms and conditions and at the same fees for as provided in the Fee Schedule (Article 3) established in Agreement R2021 0256 at a monthly payment amount of \$9,926.40 for each month of this Agreement with a not-toexceed amount of Four Hundred Seventy-Six Thousand Four Hundred Sixty Seven Dollars and Twenty Cents (\$476,467.20). **NOW THEREFORE**, in consideration of the mutual covenants and agreements expressed herein, the COUNTY and Lakes of Delray, Inc. concur the Agreement is amended as follows:

- <u>Article 4 Term of Agreement</u>. This Agreement shall be in effect for a term of Two (2) years commencing on February 1, 2023 and terminating on January 31, 2025 with no options.
- 2. All other provisions of said Contract, dated September 14, 2021, are hereby confirmed and, except as provided herein and previously amended, are not otherwise altered or amended and shall remain in full force and effect.
- In accordance with Palm Beach County Code Chapter 2, Article III, Section 2.51, as amended, this FIRST AMENDMENT shall not take effect until executed by the Lakes of Delray, Inc. and COUNTY.

THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY

**IN WITNESS WHEREOF**, the parties have made and executed this First Amendment as of the day and year first above written.

By:\_

## ATTEST: JOSEPH ABRUZZO CLERK & COMPROLLER

# PALM BEACH COUNTY, FLORIDA, by its BOARD OF COUNTY COMMISSIONERS:

By: \_

Clerk & Comptroller

Mayor

Lakes of Delray, Inc.

By:

BOS BERLER PRESIDENT

Print or Type Name and Title

APPROVED AS TO TERMS AND CONDITIONS

By:

Clinton B. Forbes Executive Director, Palm Tran

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APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Ruburter M. Mutambr County Attorney By:

#### ATTACHMENT C(1)

#### **<u>CERTIFICATE</u>** (If Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That he is the Secretary of Lokes  $\sqrt{2}$   $\sqrt{2}$   $\sqrt{2}$  Corporation, a corporation organized and existing in good standing under the laws of the State of  $\sqrt{2}$   $\sqrt{2}$ , hereinafter referred to as the "Corporation", and that the following Resolutions are true and correct copies of certain Resolutions adopted by the Board of Directors of the Corporation as the  $\sqrt{2}$  day of  $\sqrt{2}$   $\sqrt{2}$ , in accordance with the laws of the State of the state of incorporation of the Corporation, the Articles of Incorporation and the By-laws of the Corporation:

**RESOLVED**, that the Corporation shall enter into that certain Agreement between Palm Beach County, a political subdivision of the State of Florida and the Corporation, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that <u>BonBengen</u>, the <u>Preribert</u> of the Corporation, is hereby authorized and instructed to execute such Agreement and such other instruments as may be necessary and appropriate for the Corporation to fulfill its obligations under the Agreement.

2. That the foregoing resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Corporation is in good standing under the laws of the State of Florida or its state of incorporation if other, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Agreement.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the  $2^{54}$  day of  $N_{o}$  verses, 2022

(Signature) ayne

(Print Signatory's name) It's Secretary

(CORPORATE SEAL)

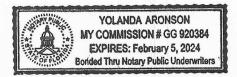
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**SWORN TO AND SUBSCRIBED** before me this  $\frac{21^{\text{st}}}{20^{\text{st}}}$  day of *Kovervoev*, 20,22, by the Secretary of the aforesaid corporation, who is personally known to me OR who produced \_\_\_\_\_\_as identification and who did take an oath.

Jalox da Choxxor Notary Signature Volanda Akonsor Print Notary Name

Print Nótary Name **NOTARY PUBLIC** State of Florida at Large

My Commission Expires:



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