

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: October 21, 2025	☒ Consent	☐ Regular
Department: Palm Tran	☐ Ordinance	☐ Public Hearing

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Funding Agreement in the amount of \$1,394,000.00 between the City of Boca Raton and the Board of County Commissioners (BCC) of Palm Beach County, Florida, 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 a one (1) year agreement with two (2) - one (1) year options period beginning retroactively on October 1, 2025 through September 30, 2028.

Summary: The Agreement provides funding from October 1, 2025 through September 30, 2028 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 agreement contains a mutual waiver of jury trial by the parties, which language has been reviewed and approved by the County Attorney's Office. District 4 (MM)

Background and Justification: Anticipated costs for providing this service is \$1,452,111.00 over the three (3) year period. The Agreement will pay 96% of the costs. The remaining 4% (\$58,111.00) is included in Palm Tran's FY26 budget and will be included in future proposed budgets. The cost split between the City and BCC is unchanged from the prior agreement. Ridership for Route 94 averages 15,367 per month. Palm Tran runs one additional bus between the Boca Raton Tri-Rail and the FAU campus weekdays between the hours of 6:00 am and 7:00 pm. This bus is also referred to as a "Day Tripper" bus. In 2007, the BCC entered into a three (3) year Agreement (R2007-2302) with the South Florida Regional Transportation Authority (SFRTA) to provide enhanced bus service for Route 94. In 2010, the BCC approved a three (3) year Agreement (R2010-2039) with the City to continue the service. In 2013, the BCC approved an amendment (R2013-1849) extending the Agreement by one (1) year and increasing service frequency to twenty (20) minutes, during the morning and afternoon peak periods. This agreement was continued in 2014 (R2014-1350), in 2017 (R2017-1751) for 3 year periods and in 2020 for a 5 year period (R2020-1919)

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

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Recommended By: <u>Ivan Maldonado</u>	10/15/2025
Executive Director	Date
	10/15/25
Approved By: <u>Chief Deputy County Administrator</u>	Date

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2026	2027	2028	2029	2030
Capital Expenditures					
Operating Costs	\$469,802	\$483,896	\$498,413		
External Revenues	(\$451,000)	(\$464,500)	(\$478,500)		
Program Income(County)					
In-Kind Match(County					
NET FISCAL IMPACT	\$18,802	\$19,396	\$19,913		
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE					

Is Item Included in the current Budget? ☒ Yes ☐ No
Does this item include the use of federal funds? ☐ Yes ☒ No
Does this item include the use of state funds? ☐ Yes ☒ No

Budget Account No:

Fund Department Unit Object
1340 540 5110 various

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

C. Departmental Fiscal Review: Barbara Hiller
Barbara Hiller, Fiscal Manager II

III. REVIEW COMMENTS:

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

ASD/CAC 10/3/25
OFMB 10/3
10/3
10/3

Brundage 10/3/25
Contract Dev. & Control

B. Legal Sufficiency

10/15/25
Assistant County Attorney

C. Other Department Review

Department Director

**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 AGREEMENT is made and entered into this 21st day of October, 2025, 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 (hereinafter referred to as "City").

WHEREAS, the County, as part of its countywide public transit system, Palm Tran, Inc. (hereinafter referred to as "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 ("Agreement") with the County to continue the enhanced bus service for an additional year with two one (1)-year options.

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, will continue to operate the enhanced service on Palm Tran Route 94, (which would otherwise be serviced by two (2) buses), by providing one (1) additional air-conditioned, fully enclosed, ADA compliant, and bike rack-equipped bus to operate weekdays on Route 94, running between the Boca Raton Tri-Rail Station on Yamato Road, the FAU campus, the PBSC campus, and the FAU Research and Development Park. This bus is also known as (aka) a "Day Tripper".
2. Palm Tran will endeavor to operate this "Day Tripper" bus service to operate Route 94 between the Boca Tri-Rail Station and the FAU campus on a twenty (20)-minute service frequency on weekdays between the hours of 6:00 a.m. and 7:00 p.m., including mid-day service. The enhanced bus service will operate for approximately 13 hours of additional service per weekday, as 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 or elimination by the County. 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 the County, 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 and PBSC students and Research Park employees presenting valid I.D.s will not be charged. Palm Tran will work with the City to try and find a viable alternative using the new Smart Card fare technology at no additional costs acceptable to the City.
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 one (1) year commencing on October 1, 2025, and terminating on September 30, 2026, with two (2) one (1)-year options to renew, unless terminated sooner 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 561-812-5310. The City's representative/liaison during the performance of this Agreement shall be Naresh Machavarapu, Traffic Engineer, whose telephone number is 561-416-3387. A party may change its representative/liaison upon notice to the other party. Notice shall be provided in the manner set forth in Section 26 of this Agreement.
11. The City agrees to contribute \$451,000.00 for the initial year of this Agreement, \$464,500.00 for option year one, and \$478,500.00 for option year two, to fund the operations of the Bus Service contemplated in this Agreement.
12. Palm Beach County shall submit an invoice to the City for payment of the annual amount for the initial year within ninety (90) days from the effective date of this Agreement and thereafter on October 1 of each subsequent year.
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. **BY ENTERING INTO THIS AGREEMENT COUNTY AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.**
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, and 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, or genetic information. Failure to meet this requirement

shall be considered a default of this Agreement. This clause is not enforceable by or for the benefit of and creates no obligation to any third party.

Pursuant to Palm Beach County Resolution No. R2025-0748, 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, or genetic information.

As a condition of entering into this Contract, the City represents and warrants that it will comply with the COUNTY's Commercial Nondiscrimination Policy as described in Resolution R2025-0748 as amended. As part of such compliance, the City shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the City retaliate against any person for reporting instances of such discrimination.

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 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's address identified in Section 26 of this Agreement.

22. This Agreement may be terminated by the City, with or without cause, upon sixty (60) days prior written notice to the County. This Agreement may be terminated by the County, with or 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 not cured 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 and/or termination for convenience, 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, pandemic, 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 and the County will promptly notify each 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 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
100 North Congress Ave
Delray Beach, Florida 33445

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

City of Boca Raton
Attn: Bihr Zachary, Director, Public Works and Engineering
2500 NW 1st 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 the City Council of the City of Boca Raton, by and through its Mayor acting on behalf of the City of Boca Raton, has made and executed this Agreement, and each has set its hand the day and year first above written.

ATTEST:

MICHAEL A. CARUSO
CLERK & COMPTROLLER

PALM BEACH COUNTY, by its
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Maria Marino, Mayor

ATTEST:

THE CITY OF BOCA RATON, by its
CITY COUNCIL

By: Mary Siddons
City Clerk

By: Geo S. Brown
George S. Brown, City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Jeffrey Sheffield for
City Attorney

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

for [Signature]
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

[Signature]
Ivan D. Maldonado, Executive Director
Palm Tran, Inc.